



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS

BID NO: PET 21/2023
Closing Date: 03 October 2023
Closing Time: 11H00
Bid Briefing Meeting Date: 18 September 2023
Bid Briefing Meeting time: 08H00

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address
Department of Public Works & Infrastructure
Eben Donges Building
Corner Robert & Hancock Street
Gqeberha
6001

<p>SCM SPECIFIC ENQUIRIES: Enquires: Nwabisa Nkangana Tel No: Landline No during office hours Cell No: Cell Number Email Address: Nwabisa.Nkangana@dpw.gov.za</p>	<p>TECHNICAL / PROJECT SPECIFIC ENQUIRIES Enquires: Xolani Steven Tel No: Landline number during office hours Cell No: 081 032 2537 Email Address: Xolani.Steven@dpw.gov.za</p>
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SUMMARY OF BID INFORMATION

Bid Number	PET 21/2023	
Bid/ Project Description	GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS	
Bid Closing date & Time	Tuesday, 03 October 2023	Closing Time: 11H00
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> 18 September 2023	<i>Time of Bid Briefing (if any)</i> 08H00
Venue	Eben Donges Building; Ground Floor	
SCM SPECIFIC ENQUIRIES:	Nwabisa Nkangana	Nwabisa.Nkangana@dpw.gov.za
	SCM Landline No 041 408 2055	SCM Cell No None
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Xolani Steven	Xolani.Steven@dpw.gov.za
	Works Manager Cell Number 081 032 2537	Landline of Works Manager 041 408 2350
Bid Validity Period	84 calendar days	
Bid Document Price	R 700.00	
Procurement Plan Reference Number	1706	
Indicate for which Specific area will points be allocated (e.g. Local Municipality; District Municipality, Metro or Eastern Cape Province)	Eastern Cape	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS		
Bid no:	PET 21/2023	Procurement Plan Reference no:	1706
Advertising date:	Friday, 08 September 2023	Closing date:	Tuesday, 03 October 2023
Closing time:	11H00	Validity period:	84 calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **6 ME** or **6 CE*** 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. FUNCTIONALITY CRITERIA APPLICABLE

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

Functionality criteria¹:		Weighting factor:
1.	RELEVANT OPERATION AND MAINTENANCE OR REPAIR OR NEW INSTALLATION EXPERIENCE ON PREVIOUS AND CURRENT CONTRACTS OF A SIMILAR NATURE, SCOPE AND/ OR COMPLEXITY	25
2.	REFERENCES FROM PROJECT MANAGERS/CLIENTS/CONSULTANTS FOR PROJECTS OF SIMILAR IN NATURE, SCOPE AND VALUE.	25
3.	FINANCIAL CAPACITY	20
4.	COMPETENCES OF KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL	30
5.		
6.		
7.		
8.		
TOTAL		100

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

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

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

3. EVALUATION METHOD FOR RESPONSIVE BIDS

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

<input type="checkbox"/> Method 1 (Financial offer)	<input checked="" type="checkbox"/> Method 2 (Financial and Preference offer)
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3.2. The 80/20 Preference points scoring system will be applicable for this bid

4. RESPONSIVENESS CRITERIA

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

1.	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.	<input checked="" type="checkbox"/>	Submission of a signed bid offer as per the DPW-07 (EC).
5.	<input type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	<input type="checkbox"/>	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7.	<input checked="" 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.
8.	<input checked="" type="checkbox"/>	There will be a compulsory bid briefing meeting and all potential bidders must attend.
9.	<input checked="" type="checkbox"/>	Any addendums or erratums to the bid will be published in the original advertising media, at least 10 working days before the bid closing date. Bids will be evaluated in accordance with the published addendums or erratums
10.	<input type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
11.	<input checked="" type="checkbox"/>	Bidders will be evaluated as per the Special Conditions of Bid (SCB-01) as amended and approved prior to the tender advert date.
12.	<input type="checkbox"/>	
13.	<input type="checkbox"/>	
14.	<input type="checkbox"/>	
15.	<input type="checkbox"/>	
16.	<input type="checkbox"/>	
17.	<input type="checkbox"/>	
18.	<input type="checkbox"/>	
19.	<input type="checkbox"/>	
20.	<input type="checkbox"/>	

ADMINISTRATIVE CRITERIA

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

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

1.	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure
4.	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	<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.
8.	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	<input checked="" type="checkbox"/>	Bidders will be evaluated as per the Special Conditions of Bid (SCB-01) as amended and approved prior to the tender advert date.
10.	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects: Bidders may use 'own form' – the details of all the tenderer's current and previous projects must however be the same as the details of the DPW-09 (EC) form. Bidders are required to sign and date the DPW-09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	<input type="checkbox"/>	
13.	<input type="checkbox"/>	
14.	<input type="checkbox"/>	

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

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

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

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in Eastern Cape for work to be done or services to be rendered in the Eastern Cape area	2	<ul style="list-style-type: none"> Official Municipal Rates Statement which is in the name of the bidder. Or Any Account or statement which is in the name of the Bidder. Or Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and Medical Certificate indicating that the disability is permanent or South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or National Council for Persons with Physical Disability in South Africa registration (NCPDOSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

6. BID EVALUATION METHOD

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

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

7.1 Technical risks:

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

The tendering Service Provider's experience on comparable projects during the past 5 to 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC) or any alternative accepted format. Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. A bidder will not be afforded to provide alternative references, if the bidder's initial reference is contactable, or don't respond to the Department. If a reference letter is not listed in on form DPW-09 (EC) or any alternative accepted format, but the reference letter is submitted with the bid and it is valid, it will be considered

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

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

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

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

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

12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

When a bid briefing/ clarification meeting is compulsory, the bidder (an authorised representative of the bidder) must attend a compulsory bid briefing meeting, if applicable.

7.2 Commercial risks:

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(d)	CIDB BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	Not applicable
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	Not applicable
(g)	Labour Intensive Works – Condition of Contract.	Not applicable

9. COLLECTION OF TENDER DOCUMENTS

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

Alternatively; Bid documents may be collected during working hours at the following address NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.
A non-refundable bid deposit of **R 700.00** is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be a compulsory bid briefing meeting and all potential bidders must attend. Details of the compulsory bid briefing meeting is indicated in the table below:

Venue:	Eben Donges Building; Ground Floor		
Virtual meeting link:	N/A		
Date:	<i>Date of Bid Briefing (if any)</i> 18 September 2023	Starting time:	<i>Time of Bid Briefing (if any)</i> 08H00

11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

DPWI Project Manager	Xolani Steven	Telephone no:	081 032 2537
Cellular phone no	081 032 2537	Fax no:	None
E-mail	Xolani.Steven@dpw.gov.za		

11.2 SCM enquiries may be addressed to:

SCM Official	Nwabisa Nkangana	Telephone no:	Indicate
Cellular phone no	Indicate	Fax no:	None
E-mail	Nwabisa.Nkangana@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Tuesday, 03 October 2023

Closing Time: 11H00

<p>Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 3193 Gqebergha 6001 Documents must be deposited in The Bid Box before the closing date of the bid</p>	OR	<p>Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure Eben Donges Building Corner Robert & Hancock Street</p>
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EVALUATION ON FUNCTIONALITY

Sub Criteria No	Criteria	Evaluation Indicators	Applicable Value
1	RELEVANT OPERATION AND MAINTENANCE OR REPAIR OR NEW INSTALLATION EXPERIENCE ON PREVIOUS AND CURRENT CONTRACTS OF A SIMILAR NATURE, SCOPE AND/ OR COMPLEXITY		25
	<p><u>Conditions</u></p> <p>1.1. Provide a reference letter(s) of Operation and Maintenance of Water Care Facilities project of a similar nature, scope and or complexity in maintenance or a repair or a new installation. The following will considered:</p> <p>i) The project must be in the last five years and</p> <p>ii) Has a value of atleast R 3 000 000.00</p> <p>iii) It must be completed project in Operation and Maintenance of Water Care Facilities maintenance or new installation projects</p> <p>1.2. A reference letter in respect of a current project (i.e. a project started, but yet completed) must comply with the following:</p> <p>i) It must have reached a minimum completion status of 50% of the contract duration, at the closing date of the bid.</p> <p>ii) The project must be in the last five years</p> <p>iii) The R-value of the completed works of the current project must have a certified value of atleast R 3 000 000.00 and</p> <p>iv) The R-value of the work certified as completed will be deemed for evaluation purposes as the “contract value”.</p>	<p>One (1) x reference letter of a completed or current operation and maintenance or repair or new installation project with a contract value of R 3 000 000.00 or higher.</p> <p>Two (2) x reference letters of completed or current operation and maintenance or repair or new installation projects with a contract value of R 3 000 000.00 or higher</p> <p>Three (3) x reference letters of completed or current operation and maintenance or repair or new installation projects with a contract value of R 3 000 000.00 or higher</p> <p>Four (4) x reference letters of a completed or current operation and maintenance or repair or new installation projects with a contract value of R 3 000 000.00 or higher</p> <p>Five (5) x reference letters of completed or current operation and maintenance or repair or new installation projects with a contract value of R 3 000 000.00 or higher</p>	<p>5 (1) Minimum score</p> <p>10 (2)</p> <p>15 (3)</p> <p>20 (4)</p> <p>25 (5)</p>



Sub Criteria No	Criteria	Evaluation Indicators		Applicable Value
1	RELEVANT OPERATION AND MAINTENANCE OR REPAIR OR NEW INSTALLATION EXPERIENCE ON PREVIOUS AND CURRENT CONTRACTS OF A SIMILAR NATURE, SCOPE AND/ OR COMPLEXITY		25	
	v) The following current contract reference letters will not be considered: <ul style="list-style-type: none"> a. If the R- value of the completed works certified is less than R 3 000 000.00 b. Or if the R-value of the completed work is not indicated or c. if the project completion stage is less than 50% or d. If the stage of completion is not indicated. 			
<p>Please note: Experience of the bidder will be based on the reference letters submitted. If a project is listed in the table below, but the reference letter is not submitted, the project will not be considered valid. If a reference letter is not listed in the table below, but the reference letter is submitted with the bid and it is valid, it will be considered. For a reference letter to be considered for criteria no 1, the performance rating of the bidder will not be a determining factor for criteria no. 1. The reference letter will be used to validate the experience of the bidder only. If the performance rating of the bidder is not indicated or it is less than satisfactory, the reference letter will still be considered for criteria no. 1</p>				
	Name of project	Client	Short Description of project	Value of Project (Final account)
1.				
2.				
3.				
4.				
5.				

Sub Criteria No	Criteria	Evaluation Indicators	Applicable Value
2.	REFERENCES FROM PROJECT MANAGERS/CLIENTS/CONSULTANTS FOR PROJECTS OF SIMILAR IN NATURE, SCOPE AND VALUE.		25
	2.1. Please provide signed reference letters from Consultant / Clients confirming your company's performance.	One (1) x reference letter of a completed or current operation and maintenance or repair or new installation project with a contract value of R 3 000 000.00 or higher.	5 (1) Minimum Score
		Two (2) x reference letters of completed or current operation and maintenance or repair or new installation projects with a contract value of R 3 000 000.00 or higher	10 (2)
		Three (3) x reference letters of completed or current operation and maintenance or repair or new installation projects with a contract value of R 3 000 000.00 or higher	15 (3)
		Four (4) x reference letters of a completed or current operation and maintenance or repair or new installation projects with a contract value of R 3 000 000.00 or higher	20 (4)
		Five (5) x reference letters of completed or current operation and maintenance or repair or new installation projects with a contract value of R 3 000 000.00 or higher	25 (5)
Bidders must submit reference letters and it must meet at least the minimum requirements as specified in the Special conditions of Bid. If a reference letter is listed in the table below, but the reference letter is not submitted, the reference in the table will not be considered. If a reference letter is not listed in the table below, but the reference letter is submitted with the bid and it is valid, it will be considered. For a reference letter to be considered valid for criteria 2, the performance of the bidder must be at least be rated satisfactory in all aspects.			
	Name of Company	Value of Project as measured for final account	Letter attached
			YES NO
1			
2			
3			
4			
5			

Sub Criteria No	Criteria	Evaluation Indicators		Applicable Value
3.	FINANCIAL CAPACITY			20
	Provide a stamped original and valid Bank rating from your Banking Institution stating A, B, C and D bank code /rating, not older than 3 months.	Credit rating/code of D		8 (2) Minimum score
		Credit rating/code of C		12 (3)
		Credit rating/code of B		16 (4)
		Credit Rating/code of A		20 (5)
No	Name of Bank	Contact Person	Contact Number	Date of letter
1				
2				

Sub Criteria No	Criteria	Evaluation Indicators		Applicable Value
4.	COMPETENCE OF KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL			30
	QUALIFICATIONS AND KEY STAFF IN RELATION TO THE SCOPE OF WORK CONDITIONS 4.1. Submission of originally certified documents as required for the: a) Water Care / Civil Engineering / Mechanical; Engineering; b) Supervisor Process Controller; c) Process Controller; d) Millwright; 4.2 Copies of qualifications must be submitted 4.3 Failure to comply, will result in the qualification(s) not considered valid.	Key Staff x 6 made up as follows: 1 x Water Care Official / Civil Engineer / Mechanical Engineer (registered as a professional with a respective professional body) and; 1 x Supervisor Process Controller (Class II) and; 3 x Process Controllers and; 1 x Millwright (who passed their trade test).		6 (1) Minimum score
		Key Staff x 7 made up as follows: 1 x Water Care Official / Civil Engineer / Mechanical Engineer (registered as a professional with a respective professional body) and; 1 x Supervisor Process Controller (Class II) and; 4 x Process Controllers and; 1 x Millwright (who passed their trade test).		12 (2)
		Key Staff x 8 made up as follows: 1 x Water Care Official / Civil Engineer / Mechanical Engineer (registered as a professional with a respective professional body) and; 1 x Supervisor Process Controller (Class II) and; 5x Process Controllers and; 1 x Millwright (who passed their trade test).		18 (3)

Sub Criteria No	Criteria	Evaluation Indicators		Applicable Value	
4.	COMPETENCE OF KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL			30	
		Key Staff x 9 made up as follows: 1 x Water Care Official / Civil Engineer / Mechanical Engineer (registered as a professional with a respective professional body) and; 2 x Supervisor Process Controller (Class II) and; 5x Process Controllers and; 1 x Millwright (who passed their trade test).		24 (4)	
		Key Staff x 10 made up as follows: 1 x Water Care Official / Civil Engineer / Mechanical Engineer (registered as a professional with a respective professional body) and; 3 x Supervisor Process Controller (Class II) and; 5x Process Controllers and; 1 x Millwright (who passed their trade test)..		30 (5)	
No	Name of the Key Person	Name of the Qualification(s)	Portfolio/Position	CVs and Qualifications attached	
				YES	NO
1					
2					
3					
4					
5					
Minimum Qualifying Score for Functionality				50	

NB:

- If a bid fails to achieve the minimum qualifying score for functionality of **Fifty percent (50%)**, it will automatically be regarded as non-compliant, and shall be not considered any further in the evaluation process.*
- In addition to the above, bidders' must score the minimum points for each Sub Criteria, (i.e. Sub Criteria No. 1, Sub Criteria No 2, Sub Criteria No 3 and Sub Criteria No 4.) If a bidder fails to score the minimum points for each Sub Criteria, the bidder's offer will be regarded as non-compliant, even if the bidder scored the required minimum qualifying score for functionality.***

DPW-07: FORM OF OFFER AND ACCEPTANCE

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

Bid no: PET 21/2023

Bid/ Project Description: GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

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

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

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

Bid No: PET 21/2023

Bid/ Project Description: GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

The official documents

The official alternative

Own alternative (only if documentation makes provision therefore)

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

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

- (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes No
- (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes No
- (3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes No
- (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes No

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

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No.

Postal address.....

Banker Branch.....

Bank Account No. Branch Code

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

ACCEPTANCE

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

Bid No: PET 21/2023

Bid/ Project Description: GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: PET 21/2023

Bid/ Project Description: GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS

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

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

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

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state? YES NO

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

Full Name	Identity Number	Name of State institution

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

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

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

YES NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

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

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

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

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____ *(project description as per Tender Document)*

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Note:

- * Delete which is not applicable.
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- 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:

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

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

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

(project description as per Tender Document)

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

- *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.

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

Physical address: _____

Postal Code _____



Postal Address: _____

Postal Code _____

Telephone number: _____ Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

(project description as per Tender Document)

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

Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

C. The Enterprises constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

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

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

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

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

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____



	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS		
Tender / Quotation no:	PET 21/2023	Reference no:	1706

Date Bid Briefing Meeting: 18 September 2023

Time of Bid Briefing Meeting: 08H00

Venue: Eben Donges Building; Ground Floor

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date



DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS		
Tender / Quotation no:	PET 21/2023	Reference no:	1706

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: PET 21/2023

Name of Tenderer

EME² QSE³ Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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)

² EME: Exempted Micro Enterprise

³ QSE: Qualifying Small Business Enterprise

1. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS		
Tender / Quotation no:	PET 21/2023	Closing date: Tuesday, 03 October 2023	Time: 11H00

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

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature	Date

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	<ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in Eastern Cape for work to be done or services to be rendered in the Eastern Cape area	2	<ul style="list-style-type: none"> • Official Municipal Rates Statement which is in the name of the bidder. Or • Any Account or statement which is in the name of the Bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	<ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. and Medical Certificate indicating that the disability is permanent or South African Social Security Agency (SASSA) registration indicating that the disability is permanent Or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	<ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

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

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

2. DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by black people	10	
2. Located in Eastern Cape for work to be done or services to be rendered in the Eastern Cape area	2	
3. An EME or QSE or any entity which is at least 51% owned by black women	4	
4. An EME or QSE or any entity which is at least 51% owned by black people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by black youth	2	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;



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

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

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

(Gazette Vol. 630 No. 41287)
Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

- The Enterprise is _____ % Black Owned
- The Enterprise is _____ % Black Female Owned
- The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - o Black Youth % _____ %
 - o Black Disabled % _____ %
 - o Black Unemployed % _____ %
 - o Black People living in Rural areas % _____ %
 - o Black Military Veterans % _____ %

Select applicable

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

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

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

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

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

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

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

SPECIAL CONDITIONS OF BID (SCB-1)

1 INTERPRETATION

- 1.1 The word “Bidder” in these conditions shall mean and include any firm of Contractors, Services Providers or any company or body incorporated or unincorporated or any other legal entities.
- 1.2 The word “Department” in these conditions shall mean the DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE
- 1.3 Any reference to words “Bid” or “bidder” herein and or any other documentation shall be construed to have the meaning as the words “Tender” or Tenderer”.

2 PRECEDENCE

- 2.1. If any other condition (bid rule) in the bid document is in contradiction with the “Special Conditions of Bid” the “Special Conditions of Bid” will take preference.
- 2.2. The “Special Conditions of Bid” can only be amended by an official addendum before the closing date of the bid.

3 GENERAL BID RULES

- 3.1. “Written” or “in writing” means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
- 3.2. The digital and or electronic completion and signing of documents is permitted.
- 3.3. A bidder participates in this bid process entirely at its own risk and cost.
- 3.4. The Department may accept or reject any bid offer and may cancel the bid process (or reject all bid offers at any time) prior to the formation of a contract, due to the following:
 - 3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
 - 3.4.2. funds are no longer available to cover the total envisaged expenditure;
 - 3.4.3. no acceptable tender is received;
 - 3.4.4. there is a material irregularity in the tender process; or
 - 3.4.5. there is material change in the scope of works.
- 3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- 3.6. Completed bid documents in a sealed envelope, endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
- 3.7. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids, which are not timeously deposited in the Bid Box.
- 3.8. A Bid will be treated as a late bid, if it is not received in the bid box. The Department will not accept responsibility for any late depositing of bids or for the non-depositing of bids in the bid box, which are as a result from an act committed or omitted by an official. This is not limited to the following cases:
 - 3.8.1. A Bidder handed over its bid to a departmental official or to the security services personnel timeously, but they omits to deposit the bid in the bid box on or before the closing date and time.
 - 3.8.2. If a courier service delivers the bid to a departmental official or to the security services personnel timeously and it is not deposited in the bid box timeously.
 - 3.8.3. The bid documents were send through mail / Post Office and it is not timely collected and or timely deposited in the Departmental Bid Box.
- 3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
- 3.10. The Department will download the following documents, to verify the information submitted by bidders:
 - 3.10.1. CSD registration certificate (if the bidder is registered in the CSD)
 - 3.10.2. CIPC registration
 - 3.10.3. CIDB registration
- 3.11. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4 AMBIGUITIES/ CONTRADICTIONS / OMISSIONS

- 4.1. If a bidder becomes aware of any ambiguities or contradictions or omissions in the bid document or the specifications, drawings or descriptions or functionality or quality, or any part of the bid document, this should be clarified with the Department, at least five (5) working days before the closing time stated in the tender data.
- 4.2. If the Department found, after the closing date of the bid, that there is an ambiguity/ contradiction or omission in the bid document , the Department reserves the right to:
 - 4.2.1. If the ambiguity or contradiction or omission in the bid document is of an administrative nature, request bidders to correct any non-compliances caused by the ambiguity or contradiction or omission or
 - 4.2.2. If the ambiguity or contradiction or omission is immaterial, proceed to finalise the procurement process and notify the delegated authority in the submission of the ambiguity or contradiction or omission for the consideration of the approving authority or
 - 4.2.3. Cancel the bid and process

5 PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

- 5.1 All Bids must remain valid from the closing date for a period as stipulated in the bid document.
- 5.2 The Department reserves the right to request for the validity extensions of bids, should it deemed necessary. The following conditions will apply when the Department request for a validity extension of a bid:
 - 5.2.1 The request for a validity extension will be done while the validity period of the bids are still valid.
 - 5.2.2 Bidders have the right to refuse the extension of the validity period of their bids.
 - 5.2.3 If a request for validity extensions are send to bidders while the validity period of the bids are still valid, non-replying to the request for validity extension before the expiry date will be deemed a tacit agreement to the extension of the validity period. The Department will communicate with the affected bidders to confirm such tacit agreement.
 - 5.2.4 Should the bidder not agree with the tacit agreement, the bidder shall be deemed to be non-responsive and not considered for further evaluation.
 - 5.2.5 If a bidder(s) refused a validity extension, it will be deemed that the bidder(s) had withdrawn their bids from the bidding process. The Department reserves the right to continue with its bid evaluation and adjudication of the remaining bids and finalise the process.

6 BRAND NAMES

- 6.1 Wherever a brand name is specified in this bid document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified brand name, but requires an item similar/equivalent or better than specified.

7 CONTRACTUAL PRICE ADJUSTMENTS

- 7.1 The Bid will not be subjected to any price escalation.

8 AUTHORITY TO SIGN BID DOCUMENTS

- 8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.
- 8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors
- 8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:
 - 8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and
 - 8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on

behalf of the enterprise in the form of a “ Resolution of the Board of Directors”, if such “, (PA 15.1: Resolution of Board of Directors),” was not submitted with the bid or was not completed or was incorrectly completed,

8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:

8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia” agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a “ Resolution of the Board of Directors”, if it was not submitted with the bid or was not completed or was incorrectly completed,

8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an “Authority to sign” issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

9 CONTRACT PERIOD

9.1 The expected contract period is as stipulated in the Contract Data. The construction period is as stipulated within the Contract Data from date of handing over of site in the case of contractors.

10 NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:

10.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders a reasonable market price /offer?

11 AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

11.1 The Department reserves the right to award the bid to a tenderer, other than the highest scoring bidder, after having applied an objective criteria (i.e risk assessment, as per the risk assessment criteria in the notice to invitation to tender/quote).

12 TAX COMPLIANCE

12.1 No tender shall be awarded to a bidder who is non tax -compliant.

12.2 All bidders’ tax matters must be in order prior to award.

12.3 Bidders’ tax matters will be verified through CSD.

12.4 If the recommended bidder’s tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.

12.5 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.

12.6 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

13 REGISTRATION AS A VAT-VENDOR

13.1 Non-VAT vendors do not have to include VAT in their bid prices.

13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.

13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.

13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the “provisional letter of award” and elimination of the bidder’s offer.

13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder’s offer.

13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.

13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

14 CERTIFICATION OF DOCUMENTS

- 14.1 Where so required in the bid documents, bidders are required to submit copies which are certified as a “true copy of the original”.
- 14.2 If a bidder submitted an uncertified copy of an original document, or an original copy which is not correctly certified, the bidder will be afforded an opportunity to correct such non-compliance within a minimum period of 48 hours as follows:
 - 14.2.1 The corrected noncompliance must be made from the initial copied document and not from a new document or from another document.
- 14.3 All bidders’ whose copies complies with the minimum requirements above, will be “deemed in order” and will be subjected for consideration in further evaluation processes, even if the Department did not request any corrections.
- 14.4 No submissions of new or alternative documents or certified copies of new or alternative documents will be allowed after the bid closing date.
- 14.5 The Department will not accept a copy of a copied document and will not provide any bidder an opportunity to correct such a non-compliance.

15 REQUIREMENTS FOR A VALID BBBEE CERTIFICATES AND SWORN AFFIDAVITS

- 15.1 A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.
- 15.2 A “Sworn Affidavit” must comply with the following minimum requirements at the closing date, to be considered valid. If the submitted “Sworn Affidavit” does not comply with the minimum requirements below, the bidder will not be given an opportunity to correct it:
 - 15.2.1 The “Sworn Affidavit” must not be expired at the closing date.
 - 15.2.2 The BBBEE Level Contributor must be indicated (ticked)
 - 15.2.3 The “Sworn Affidavit” must be signed and dated by the bidder (Deponent).
 - 15.2.4 The “Sworn Affidavit” submitted must be signed and stamped by the “Commissioner of Oath”.
 - 15.2.5 The “latest financial year-end” field must not be left blank.
 - 15.2.6 In respect of “Sworn Affidavits” of the Construction sector, Property Sector, the field (block) where the bidder must confirm its financial information (i.e. Net Assets or Annual Turnover) must be completed (ticked) and must not be left blank or not ticked.
 - 15.2.7 The Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.
- 15.1 The Department will deal with all other matters, which is not listed under the minimum requirements as reflected above, as administrative matters, should it be deemed necessary.
- 15.2 For all sectors (example the construction sector, the property Sector and or any sector), a “Sworn Affidavit” issued in terms of the relevant sector must be used. All the minimum requirements applicable to “valid sworn affidavits” as per this “Special Conditions of Bid” will apply.

16 AWARDING OF POINTS FOR SPECIFIC GOALS (PA-16)

- 16.1 In accordance with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBBEE – certificate or a “valid sworn affidavits”. The bidder will not be scored for points, but will be evaluated further.
- 16.2 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.
- 16.3 The requirements of a valid BBBEE-Certificate and or “Sworn Affidavit” as specified in the Special Conditions of Tender applies.
- 16.4 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.
- 16.5 If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a

- minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.
- 16.6 Non-submission of the PA-16 form or non-completion the PA-16 form or an incomplete PA-16 form, is not an elimination criteria.
 - 16.7 If a bidder submit at the closing date of the bid a valid proof as specified in the bid document, but the bidder's PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.
 - 16.8 All bidders' whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be "deemed in order" and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/ certifications.
 - 16.9 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.
 - 16.10 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but there offers will still be evaluated further.

17 BIDDER'S DISCLOSURE/ BIDDER'S DECLARATION (PA - 11)

- 17.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.
- 17.2 A bidder's offer maybe eliminated if the bidder's declaration is proven false during the bid evaluation process.

18 FORM OF OFFER AND ACCEPTANCE

- 18.1 The tender amount in words takes precedence, where there is a discrepancy between the amount in figures, and the amount in words will govern.
- 18.2 The successful bidder will be required to balance its rates prior signing of a contract.
- 18.3 If the tenderer makes an obvious grammatical error in the amount of words, the wording will be compared to all the submitted comparative figures (i.e. the amount in figures on the submitted "Form of Offer and Acceptance" and the amount stipulated in the bills of quantities or the final summary page, or activity schedule or pricing schedule) and if deemed the same:
 - 18.3.1 The tenderer's offer will not be disqualified.
 - 18.3.2 The tenderer can be requested to correct the error and ratify its "Form of Offer and Acceptance".
- 18.4 If there is no amount in words, the amount in figures on the submitted "Form of Offer and Acceptance" will be compared to all the submitted comparative figures (i.e. the amount stipulated in the submitted bills of quantities or the final summary page or the activity schedule, or the pricing schedule) and if deemed the same:
 - 18.4.1 The tenderer's offer will not be disqualified.
 - 18.4.2 The tenderer can be requested to correct the omission of the amount in words and ratify its "Form of Offer and Acceptance".
- 18.5 In addition to the above, the form of Offer and Acceptance, must at the closing date of the bid, comply with the following minimum criteria:
 - 18.5.1 It must be signed by an authorised person of the Bidder;
 - 18.5.2 The Surname with Initials/ Name of the authorised person must be clearly indicated;
 - 18.5.3 The date on the form of offer must be completed;
 - 18.5.4 The name of the bidder/ legal entity must be clearly indicated.
- 18.6 If both the "amount in words" and the "amount in figures" is not completed, the bid will not be considered further.

19 CORRECTION OF ERRORS

- 19.1 Only the authorised signatory to the tender should initial corrections in the tender document.
- 19.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.
- 19.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:
 - 19.3.1 Seek the necessary clarification from the tenderer and;
 - 19.3.2 If accepting the response from the tenderer, evaluate the bid further and or;

19.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

20 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

20.1 N/A

21 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

21.1 Bidders' who omitted or incorrectly completed a section(s) or a schedule(s) in the bid document, but have submitted with the bid the required/ specified proof or supportive documents for that particular sections of the document, maybe allowed to correct such non-compliance.

22 TESTIMONIALS

- 22.1 The word "testimonial" and "reference letter" means the same
- 22.2 Testimonials must be submitted with the bid and must comply with the following minimum requirements to be considered valid:
 - 22.2.1 The testimonials must be signed.
 - 22.2.2 The project must be within the period specified in the bid.
 - 22.2.3 The testimonial's contract period and R- value must be for a single contract and not the sum of various contracts.
 - 22.2.4 The project must have a minimum contract period as specified in the bid.
- 22.3 The testimonial must clearly indicate the contract start date and contract end date/ practical completion date.
 - 22.3.1 The testimonial must indicate the client's name, contact particulars and Email address.
 - 22.3.2 The testimonial must be dated.
 - 22.3.3 The testimonial must be stamped by the client. If the testimonial is not stamped, the Department may still consider the testimonial after the authenticity has been verified by the Department.
- 22.4 In the case of a rates based contract, the actual expenditure or work certified will be deemed the contract value.
- 22.5 The bidders performance should be indicated in the testimonial either as (or indicated as a combination of):
 - 22.5.1 An unacceptable performance or
 - 22.5.2 Not unacceptable, but needs Improvement or
 - 22.5.3 A Satisfactory performance or
 - 22.5.4 Above Satisfactory
 - 22.5.5 Excellent performance
- 22.6 If the bidder's performance is not indicated in the testimonial, the Department will deemed that the bidder's performance was unsatisfactory and will not verify the contrary.
- 22.7 It is the bidder's responsibility to ensure that their references are contactable.
- 22.8 The Departmental will only engage once with the bidder to provide alternative contact numbers to verify the testimonial, if it is not contactable on the Department's first attempt.
- 22.9 If the Department receives no response on the bidder's testimonials, the bidder will be deemed to have performed unsatisfactory work on the relevant project. Also a "no comment" reply will be deemed as an unsatisfactory performance.
- 22.10 Bidders will not be afforded to submit new testimonials, if there initial references/ testimonials are not responding.
- 22.11 An appointment letter/ award letter and or signed contract are not accepted as a testimonial.
- 22.12 Bidders may use the testimonial template provided in the bid document (if included in the Bid Document) or may use the format of their clients. The testimonial must cover the minimum requirements as specified in this special conditions.

23 POINTS FOR SPECIFIC GOALS

- 23.1 To qualify for points for Specific goals, as specified in the “Invitation to Bid” and the “PA-16”, bidders must comply with the requirements at the closing date of the bid.
- 23.2 It is the bidder’s responsibility to ensure that it submit the correct evidence at the closing date of the bid, for the validation of the points the bidder is claiming.
- 23.3 Bidder’s will not be given an opportunity to submit evidence after closing date, if the evidence is not submitted or if incorrect evidence was submitted.

24 THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION

CRITERIA	SPECIAL CONDITIONS OF BID
a) A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement - CK1
b) A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: <ul style="list-style-type: none"> i. Certificate of Incorporation - CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company’s Auditor, certifying each Shareholder’s ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c) A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d) A profit company duly registered as a public company.	Copy of Certificate of Incorporation - CM1, and a signed statement of the company’s Secretary or Auditor confirming that the company is a public company.
e) A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: <ul style="list-style-type: none"> i. The Founding Statement - CK1; and ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f) A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: <ul style="list-style-type: none"> i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g) A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

25 DISCLAIMER

25.1 It is impractical and cumbersome for the Department to communicate with all qualifying bidders to correct/ ratify all eligible matters as articulated in this “Special Conditions of Bid”. The Department therefore reserves the right and discretion, during its evaluation and other administrative processes to:

25.1.1 Limit its correspondences for corrections/ ratifications/ clarities to potential higher point scoring bidders only and to

25.1.2 Further evaluate any potential qualifying lower scoring bidder(s) as “deemed responsive” or giving points, etc, without requesting the corrections/ ratifications of a matter which is eligible as per the “Special Conditions of Bid”.

– End Special Conditions of Bid –
(Version: Approved 29 August 2023)

FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

1. DEFINITIONS

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

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

2. INTERPRETATION

- 2.1. *In this Contract, except where the context otherwise requires:*
- 2.1.1 *The masculine includes the feminine and the neuter, vice versa;*
- 2.1.2 *The singular includes the plural; and vice versa*
- 2.1.3 *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*
- 2.2. *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*



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

3. DURATION

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

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

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

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

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

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

6. SERVICE MANAGER

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

7. SECURITY

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

8. SECURITY CLEARANCE

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

9. CONFIDENTIALITY

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



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

- 9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or*
- 9.2.1 *the Employer shall be entitled to cancel the Contract*
- 9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*
 - 9.2.1 *employees, officers and directors of the Service Provider; and*
 - 9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*
- 9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*
- 9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*

10. **AMBIGUITY IN DOCUMENTS**

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

11. **INSURANCES**

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

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

- 12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*
- 12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*
- 12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*



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



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



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

20. URGENT WORK

- 20.1. *The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to 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:*

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

24. SUSPENSION OF THE SERVICES

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

25. PENALTY FOR NON-PERFORMANCE

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

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

26. PAYMENTS

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

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

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

26.2.2 *adjustments in terms of the pricing data;*

26.2.3 *additional work rendered by the Service Provider;*

26.2.4 *CPAP adjustment where stated in the Contract Data; and*

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

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

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

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

- i. *Deductions for penalties;*
- ii. *Deductions for overpayments;*
- iii. *Deductions for retention*
- iv. *Deductions for damages.*

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

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

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

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

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

- 26.11 *All the work shall be evaluated in accordance with the provisions of the Pricing Data.*
- 26.12 *In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.*
- 26.13 *Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.*
27. **RELEASE OF SECURITY**
- 27.1 *If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.*
- 27.2 *If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:*
- 27.2.1 *annually in equal portions, subject to 27.2.2 and 27.2.3;*
- 27.2.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*
- 27.2.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*
- 27.3 *If the form of security selected is:*
- (a) *a retention of 2.5% of the Contract Sum (excl. VAT); or*
(b) *a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),*
- then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:*
- 27.3.1 *annually in equal portions, subject to 27.3.2 and 27.3.3;*
- 27.3.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*
- 27.3.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*
28. **OVERPAYMENTS**
- 28.1 *If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*
29. **COMPLETION**



- 28.1 *At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.*
- 29.2 *At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.*
- 29.3 *Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:*
- 29.3.1 *The Guarantee shall be returned, if applicable.*
- 29.3.2 *The final cash deposit or retention, whichever is applicable, shall be reduced to zero.*
- 30. ASSIGNMENT**
- 30.1 *The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.*
- 30.2 *Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.*
- 31. INDULGENCES**
- 31.2 *No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.*
- 32. OWNERSHIP AND PUBLICATION OF DOCUMENTS**
- 32.1 *The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.*
- 32.2 *The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.*
- 32.3 *The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.*
- 32.4 *In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.*
- 32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of*



any copyright or any other intellectual property right in connection with the work outlined in this Contract.

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

33. *BREACH OF CONTRACT*

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

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

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

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

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

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

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

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

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

34. *STOPPAGE AND/OR TERMINATION OF CONTRACT*

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

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

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

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

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



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



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



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



TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: PET 21/2023

Bid/ Project Description: GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

TERMS OF REFERENCE (Scope of Work)

KING WILLIAM'S TOWN AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES

PHYSICAL ADDRESS OF DEPARTMENT

February 2023



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A1. Enquiries

Please note that all enquiries shall be limited to the contents of this document and shall be in writing, emailed to the Project Leader's details appearing in the annexure / elsewhere on the supplemental documents.

A2. Documents to be submitted by prospective professional service provider as part of the proposal

The following documents are required upon submission:

- A2.1. Company profile including geographical spread of office locations;
- A2.2. Bid / proposal outlining the proposed methodology or how the scope of work will be carried out;
- A2.3. Curricula vitae of project team /project leaders outlining individual experience, certificates of professional registration and qualification(s) in the relevant field(s);
- A2.4. Full particulars of company's experience in the field, outlining specific references and contact numbers. Department of Public Works and Infrastructure shall have the right to contact referenced End Users to verify the nature, quantity and quality of services provided.

Bidders that are qualified and meet set requirements after pre-evaluation criteria has been conducted may be required to present proof of concept.

A3. Costing

This is a fixed rate contract. Rates quoted for individual quantities shall remain fixed, irrespective of any upward or downward variation in such quantities and no escalation will be paid.

A4. List of abbreviations and Definition of Terms

A4.1. Abbreviations

BDRR	Blue Drop Risk Rating
BDS	Blue Drop System
CIN	Component Identification Number
CV	Curriculum Vitae
DCS	Department of Correctional Services
DPW	Department of Public Works
DWQ	Drinking Water Quality
DWS	Department of Water Sanitation
ECSA	Engineering Council of South Africa
EUL	Expected Useful Life
FCA	Facility Condition Assessment
GDS	Green Drop System
GIS	Geographic Information System
HR	Human Resources
IT	Information Systems
MOU	Memorandum of Understanding

NIAMM	National Immovable Asset Maintenance Management (Framework)
O & M	Operations and Maintenance
RUL	Remaining Useful Life
SABS	South African Bureau of Standards
SACNASP	South African Council of Natural Scientific Profession
SANDF	South African National Defence Force
SANS	South African National Standard
SAPS	South African Police Services
SCM	Supply Chain Management
SOP	Standard Operation Procedure
SP	Service Provider
WHO	World Health Organization
WRC	Water Research Commission
WTW	Water Treatment Works
WWRAP	Wastewater Risk Abatement Plan
WWTW	Wastewater Treatment Works

A4.2. Definitions

- A4.2.1. Corrective maintenance:** This entails regular observation of the equipment, identifying pending breakdowns, maladjustment or anomalies of equipment, units or parts of installations and subsequent action to restore installations to the functional condition as before the breakdown.
- A4.2.2. Critical Component:** Components that are likely to result in a more significant financial, environmental and social cost in terms of impact on organisational objectives and service delivery (NIAMM).
- A4.2.3. Base Location:** the location as determined by the Employer (DPWI), to be where the Service Provider is based out of for the purpose of service delivery coordination, mileage calculation and cost capping.
- A4.2.4. Breakdown maintenance:** This entails repair and /or replacement of defective equipment, units or parts of installations following a breakdown that leaves the installation inoperable or unsafe, and subsequent action to restore installations to their normal functional condition, within the maximum down-time allowed.
- A4.2.5. Emergency maintenance repairs:** These repairs are defined as any work required to rectify an emergency breakdown that disables a complete installation and prevents it from functioning to its designed service level.
- A4.2.6. Expected useful life (EUL):** The useful life of an asset is the period over which an asset is expected to be available for use by an entity or the number of production or similar units expected to be obtained from the asset by an entity (GRAP).



A4.2.7. Failure: A component has suffered a failure when it is no longer capable of fulfilling one or more of its intended functions. A component does not need to be completely unable to function to have suffered a failure.

An example: a pump that is still operating, but is not capable of pumping the required flow rate, has failed – a dominant asset failure mode in this case is performance (NIAMM).

A4.2.8. Failure mode: Not all assets fail in the same way. Assets' failure mode status are; (1) performance, (2) condition, (3) capacity / utilisation, (4) Cost of operations.

An example: electricity supply capacity and / or performance are the leading failure modes.

A4.2.9. Fatal breakdown: Fatal breakdown is defined as an occurrence when an installation or a specified part thereof fails to operate for any period of time other than during the execution of routine preventative and corrective maintenance activities.

A4.2.10. Immediate response repairs: These repairs are defined as repair work required where no breakdowns are allowed at any time.

A4.2.11. Maximum down-time: Maximum down-time shall mean the period of time allowed to repair a breakdown, and actual down-time shall mean the measured period from the instant when the breakdown was logged with the Service Provider until the installation has been repaired to its functional specification.

A4.2.12. National Immovable Asset Maintenance Management (NIAMM) Framework: Sets out the key principles and practices required for the maintenance of immovable assets through their lifecycle and for the purpose of this document – encompasses the Water Treatment & Waste Water Treatment Plants and Boreholes. The framework includes six documents:

- A4.2.12.1. NIAMM Management Standard
- A4.2.12.2. NIAMM Accounting Framework
- A4.2.12.3. NIAMM Monitoring and Evaluation Protocol
- A4.2.12.4. NIAMM Planning Guidelines
- A4.2.12.5. NIAMM Competency Framework
- A4.2.12.6. Contractor Development through the Maintenance Industry

The NIAMM framework is accessible at: <https://www.cidb.org.za/resource-centre/downloads-2/#47-94-wpfd-infrastructure-maintenance>



- A4.2.13. **Operational damage** : Operational damage shall be defined for the purpose of this clause as being any damage caused on purpose, by accident or through negligence by the user End User's employees, inmates (where applicable), suppliers, subcontractors, etc. for any reason whatsoever. Where repair work is necessitated during the contract as a result of operational damage caused by End Users or their associates.
- A4.2.14. **Ordinary maintenance repairs**: These repairs are defined as all maintenance work required other than emergency maintenance repairs.
- A4.2.15. **Preventative maintenance**: This entails the rendering of services and servicing of equipment according to a predetermined maintenance control plan to:
- A4.2.15.1. Replace and service components of equipment, units or parts thereof for each installation at prescheduled moments regardless of condition;
 - A4.2.15.2. Readjust, reset, clean, corrosion protect all the components of equipment, units or parts thereof for each installation, and
 - A4.2.15.3. Carry out all implied actions to maintain installation in their present functional condition.
- Preventative maintenance shall be aimed at minimisation of breakdowns.
- A4.2.16. **Remaining useful life (RUL)**: The time remaining until an asset ceases to provide the required service level or economic usefulness (NIAMM).
- A4.2.17. **Routine Maintenance**: Maintenance carried out during the time that the component is in use. Regular or repeated elementary maintenance activities which usually do not require special qualifications, authorisation(s) or tools.

***Note** - Routine maintenance may include for example cleaning, tightening of connections, checking liquid level, lubrication, etc.



B1. Service Description

Project title:	<i>KING WILLIAM'S TOWN AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES FOR A PERIOD OF 24 MONTHS</i>		
Tender no:		Reference no:	

B2. Contract duration and option for renewal

- B2.1.** Duration: 24 months
- B2.2.** Option 1: Option to renew for a further period of 12 months, based on good performance.
- B2.3.** Option 2: Option to renew for a further period of 24 months, based on good performance a bio-gas collection.

B3. Overview

The Department of Public Works and Infrastructure (DPWI) is an intermediary water service provider for all government installations falling beyond Municipalities' water services infrastructure. The DPWI intends to improve its water services compliance regarding Blue / Green Drop requirements on its wastewater plants, boreholes system, reservoirs, dams, and water treatment plants with the plant capacity of less 2 ML/day. Most of these plants are registered under general authorisation and regulated by the Department of Water and Sanitation (National Water Act No. 36 of 1998). It is critical that the above plants are operated and maintained effectively and efficiently to comply with regulatory requirements.

B4. Objective of document and Broad Scope of Work

Appointment of qualified and suitable Service Providers (SPs) or Consortium with an extensive experience and expertise in water, wastewater, environmental, water resources management civil / mechanical engineering, asset care / management, financial management, and human resources related fields to manage, ensure statutory compliance and fully run the operations, maintenance and monitoring of all Department of Public Works and Infrastructure (DPWI) water care facilities in its Gqeberha (Port Elizabeth) Region, with the intention to acquire and maintain the excellent Blue and Green Drop Scores through Green Drop and Blue Drop Improvement Plans for the plants covered in this document. Furthermore, to maintain good and acceptable condition of all DPW water care infrastructure through proper maintenance.



B5. Site information

- B5.1.** It is important that Service providers / contractors familiarise themselves with the site prior to submitting a final tender offer and make provision for all material, installation and commissioning where required, equipment use / hire, overhead costs, transport costs, Labour costs (including statutory requirements as per the Basic Conditions of Employment Act, 1997 (No. 75 of 1997)), Occupational Health Safety costs, insurance and profit and / general attendance; in relation to the size and requirements per each facility / site.
- B5.2.** The Operations and Maintenance (O&M) is required on the following summary (details of part 5: Details of Treatment Plants) Wastewater and Water Treatment Plants:
- B5.2.1.** Middeldrift Prison Wastewater Treatment Works;
 - B5.2.2.** Middeldrift Prison Piggery Wastewater Treatment Works;
 - B5.2.3.** Debenek Wastewater Treatment Works;
 - B5.2.4.** Healdtown Wastewater Treatment Works;
 - B5.2.5.** Bulembu South African Police Service Air Wing Wastewater Treatment Works;
 - B5.2.6.** Grahamstown South African National Defence Force Wastewater Treatment Works;
 - B5.2.7.** Fort Brown South African Police: Water Treatment Works.

B6. Addition or reduction of treatment plants

The number of treatment plants, depending on DPWI's requirements, can be added or reduced with written prior agreement of the Service Provider.

B7. Contractual Price Adjustments and Escalation Cap

- B7.1.** Pursuant to this contract, the rates shall be subject to an annual escalation cap limited to five percent (5%) per annum, the base rate being the date of an award of tender;
- B7.2.** Irrespective of the date of award, no price adjustment will be allowed in the first twelve (12) months after the date of award of the tender;
- B7.3.** Rates / prices will be escalated in accordance with the competitive escalation rate tendered, not exceeding the escalation cap above. Should the competitive tendered escalation rate be zero percent (0%) per annum, the rates shall not change throughout the term of the contract, including the renewal period;
- B7.4.** The rates for year two (2) and subsequent years (should the contract be renewed based on performance) shall be escalated as follows:
- B7.4.1.** Rates for year 2 (per item) = Tendered rates per the bid for year 1 plus the tendered percentage (%) escalation;



B7.4.2. Rates for year 3 (per item) = Tendered rates per the bid for year 2 plus the tendered percentage (%) escalation.

B8. Regulatory Framework

- B8.1. Occupational Health and Safety Act 85 of 1993
- B8.2. Water Services Act (Act. 108 of 1997)
- B8.3. National Water Act (Act No. 36 of 1998)
- B8.4. National Environmental Management Act, 1998 (Act No. 107 of 1998)
- B8.5. Public Finance Management Act (Act No. 1 of 1999) as amended
- B8.6. Immigration Act (Act No. 13 of 2002).
- B8.7. National Infrastructure Maintenance Strategy (NIMS, 2007)
- B8.8. Government Immovable Asset Management Act, 2007 (Act No. 19 of 2007)
- B8.9. Environmental Management Waste Act, 2008 (Act NO.59 Of 2008)
- B8.10. Department of Public Works Green Building Policy (2015)
- B8.11. National Immovable Asset Maintenance Management Framework (NIAMM, 2016)
- B8.12. South African Bureau of Standards (SABS) / South African National Standards (SANS)
- B8.13. Local Authority Bylaws (Respective Jurisdictions)

B9. Document Structure

This document is structured into six (6) sections as follows to maximise use of resources, apportion responsibility and ease of reference / navigation of document:

- B9.1. **Part 1: Contract, Plant Management and Compliance**
- B9.2. **Part 2: Operations**
- B9.3. **Part 3: Maintenance**
- B9.4. **Part 4: Penalties**
- B9.5. **Part 5: Details of Treatment Plants**
- B9.6. **Part 6: Pricing Schedule**

B10. Compliant Invoice

- B10.1. Service Providers must provide compliant invoices to ensure timely payments;
- B10.2. A compliant invoice, for the purpose of this contract comprises of:
 - B10.2.1. Contains the words "Tax Invoice", "VAT Invoice" or "Invoice"
 - B10.2.2. Name, address and VAT registration number of the supplier
 - B10.2.3. Name, address and where the recipient is a vendor, the recipient's VAT registration number
 - B10.2.4. Serial number and date of issue of invoice
 - B10.2.5. Accurate description of goods (components / material) and /or services.



- B10.2.6. Quantity or volume of goods (components / material) or services supplied. Itemised billing shall apply where material has been utilised / repair work has taken place on components / subcomponents and furthermore:
- B10.2.6.1. A Component Identification Number (CIN) as outlined on the Asset Register requirement(s) shall appear on the invoice / supporting annexure;
- B10.2.6.2. A supplier's purchase invoice / copy must be provided for material / goods purchased where such material is unscheduled, for instance, attending to Corrective Maintenance (CM);
- B10.2.6.3. A comparative quotation from reputable equipment hiring companies where equipment is owned by their firm / company – claims shall only be restricted to equipment hire only, OR;
- B10.2.6.4. A detailed invoice for equipment hire inclusive of attendance for maintenance (profit and attendance) where equipment is not owned by the company / firm.
- B10.2.7. Value of the supply, the amount of tax charged and the consideration of the supply (value and the tax).
- B10.3. All invoices must be submitted within a period of 60 days after a service has been rendered by the Service Provider – this excludes disputable services.
- B10.4. Non-compliant invoices increase administrative work for DPWI, shall not be paid and will be returned to the Service Provider to effect corrections / provide supplemental information.
- B10.5. **Penalties shall be imposed** on the Service Provider as outlined under the penalty scheme for submitting **non-compliant invoices**.



Part 1: Contract Management & Compliance



1.1. Scope of Work: Contract, Plant Management and Compliance

The Service Provider (SP) is expected to have adequate resources (financial and human) to manage and successfully execute the requirements of this contract. Due to the clustering of various plants into a single contract, it is expected that the overall management of the contract, the respective plant and the compliance thereof will be the sole responsibility of the appointed SP. The following responsibilities should therefore be costed under the Contract, Plant Management and Compliance:

- 1.1.1. Mobilisation (site establishment) and demobilisation;
- 1.1.2. Occupational Health and Safety Compliance;
- 1.1.3. Plant Management (Management of onsite personnel);
- 1.1.4. EPWP Implementation
- 1.1.5. Facility Condition Assessment;
- 1.1.6. Green Drop Regulation Compliance
- 1.1.7. Blue Drop Regulation Compliance
- 1.1.8. Training and Development of Employees

1.2. Mobilisation (site establishment), transition contract management and demobilisation

1.2.1. It is the responsibility of the SP to ensure availability of structures to house all on-site personnel, including provision of furniture and office equipment, which should form part of overhead costs. The SP must allow costs for in the contract following for mobilisation, Overhead Costs and demobilisations as follows :

- 1.2.1.1. Name boards;
- 1.2.1.2. Offices and storage sheds;
- 1.2.1.3. Workshops;
- 1.2.1.4. Living accommodation including ablution facilities;
- 1.2.1.5. Water supplies, electric power and communications;
- 1.2.1.6. The Senior Management availability for bi-monthly meetings / as required (for intervention purposes);
- 1.2.2. Physical changes should not be implemented on existing structures without the written approval of the Project Leader/ Scientist/ Engineer ;
- 1.2.3. The appointed SP is expected to immediately ensure the various water care facilities are operated and immediate maintenance is attended to on acceptance of this contract;
- 1.2.4. The SP shall avail skilled personnel with trade qualifications where necessary to ensure the optimal operation and maintenance of various water care facilities;
- 1.2.5. The SP shall ensure seamless discussions and management of personnel and honouring of existing contracts as part of the transition period. The SP shall therefore make provision for services of an experienced Contracts Manager.
- 1.2.6. At the commencement of the contract, within the first month, the Service Provider must draft and provide to DPWI, a preliminary maintenance management plan comprising of personnel to be utilised, preliminary servicing



/ maintenance programme and schedules and the budget / expenditure plan to enable DPWI to plan accordingly. The preliminary plans must be completed within three (3) months of the appointment of the Service Provider to become operational plans for submission and review to DPWI on a monthly basis.

- 1.2.7. At the end of the contract – as part of demobilisation, the SP shall, where required, reinstate the structure as required, leave it in a good condition, and be available to hand over existing documentation (close out report) / contracts of personnel to the newly appointed service provider.

1.3. Occupational Health and Safety Compliance

- 1.3.1. The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on her/her premises.
- 1.3.2. A "mandatory" is defined in the said Act as: - "Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user."
- 1.3.3. In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that there should be a written agreement between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.
- 1.3.4. By Ensuring that there is a written agreement in place, the Management of the Department of Public Works and Infrastructure is acting in a responsible manner, to ensure that the requirement is indeed being met.
- 1.3.5. To ensure that this written agreement is always honoured, regular inspection of work that is performed will be conducted and if found not complying with the said agreement. A notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.
- 1.3.6. In addition, adherence to the Occupational Health and Safety (OHS) Act, the Service Provider **must allow costs for** but not limited to provision of;
- 1.3.6.1. Provision of a Health and Safety Plan;
- 1.3.6.2. OHS file on-site and maintained / updated on a regular basis and available for inspection by relevant authorities;
- 1.3.6.3. Hazard identification, risk assessment(s) and mitigation for the Service Provider;
- 1.3.6.4. Sufficient personal protective equipment (PPE) and clothing made available to staff – minimum two (2) sets per employee, including but not limited to waterproof/ abrasion-resistant gloves, footwear, eye and respiratory



protection – face visors are effective against splashes (**Allowance elsewhere / provision can be made under this section as well**);

- 1.3.6.5. First aid kits and re-filling;
 - 1.3.6.6. Visible display of the latest OHS Act on-site;
 - 1.3.6.7. Site inspections, incident reporting and formation of a reporting structure;
 - 1.3.6.8. Health and Safety Committee establishment and training;
 - 1.3.6.9. Vaccination of personnel working at wastewater care facilities according to prescribed regulations / requirements
- 1.3.7. The Service Provider is required to sign the hereunder OHS Mandatory agreement.



Mandatory agreement (Occupational Health and Safety Act)

This is a written agreement between

The Department of Public Works and Infrastructure

And

(Name of the MANDATARY)

In terms of the Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____ representing the
MANDATARY do hereby acknowledge that _____ (*mandatary*)

is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85, 1993) as amended and agreed to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored, or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I, furthermore, agree to comply with the Health and Safety requirements and to liaise with the Department should I, for whatever reason, be unable to perform in terms of this Agreement.



1.4. Management and Compliance Human resources

The Service Provider **must allow costs for** and is required to facilitate, ensure and provide evidence of the following human resources as shared services for all the plants;

1.4.1. Employment, verification of qualifications and citizenship, registration & classification of all Management and Compliance Human Resources (internal & external). The required number of personnel at a specific treatment work must be based on the classification of the treatment plant as outlined in Regulation 2834/813 (or as revised) of the Water Services Act (108 of 1997). The Service Provider must familiarise themselves with the requirements of respective sites to enable provision of optimal human resources inclusive of all statutory costs (UIF, Compensation Fund, etc.), Personal Protective Equipment (PPE), profit and employee incentives comprising of, but not limited to:

- 1.4.1.1. Water Quality Scientist;
- 1.4.1.2. Contract Manager / Plant Superintendent;
- 1.4.1.3. Health and Safety Officer;
- 1.4.1.4. Instrument technician (If outsourced must be available when required)
- 1.4.1.5. Civil Engineer (Part-time);
- 1.4.1.6. Other (Specify:_____)
- 1.4.1.7. Training & development of management and compliance Human Resources

** Personnel for O&M appear under respective sections.

1.5. Management / Supervision of operations

1.5.1. The Service Provider **must allow costs for** management / supervision of **duties in the operation of works** and for related systems and shall interact with the Project Leader/ Scientist/ Engineer to receive any additional guidance or co-ordination necessary to ensure tasks are performed in a manner consistent with the industry best practice. It is the responsibility of the Service Provider to estimate the optimal number of manager(s) / supervisor(s) for the cluster contract as follows:

- 1.5.1.1. Manager(s) / Supervisor(s) of personnel for the duration of the O&M contract;
- 1.5.1.2. Training & development of Manager(s) / Supervisor(s).
- 1.5.2. The service provider shall ensure employees onsite fulfil the following:
 - 1.5.2.1. Perform laboratory tests such as chlorine level and pH, analyse results, takes, or as per each site's operational requirements under applicable water use authorisation (i.e. General Authorisation or License conditions)
 - 1.5.2.2. Maintain laboratory records and equipment, orders supply;
 - 1.5.2.3. Daily inflows and outflows recording and reconciliation of data
 - 1.5.2.4. Maintain inlet works and dispose screenings as per prescribed methods



- 1.5.2.5. Clean and maintain aeration basins and clarifiers. Determines aid adjustments to aeration basin and adjusts pH as needed;
- 1.5.2.6. Backwash Slow, pressure and rapid sand filters (where applicable)
- 1.5.2.7. Inspects, flushes, desludge and maintain septic tanks and sewage lines;
- 1.5.2.8. Inspects and maintains outlying pump station to ensure standards of operation;
- 1.5.2.9. Performs preventative maintenance on machinery and schedules necessary repairs activities with skilled trades;
- 1.5.2.10. Operates wastewater treatment plant to discharge effluent compliant with the discharge standards applicable to each specific plant;
- 1.5.2.11. Determines desludging patterns;
- 1.5.2.12. Performs ground maintenance;
- 1.5.2.13. Prepares and files daily, weekly, and monthly laboratory result reports with the Department of Water Sanitation Blue/Green Drop System;
- 1.5.2.14. Apply relevant chemicals to maintain quality levels necessary for the operation of a water and wastewater treatment plant;
- 1.5.2.15. Scrutinise laboratory test results and operational data in order to determine plants operations optimisation;
- 1.5.2.16. Perform maintenance, calibration, and operation of equipment;
- 1.5.2.17. Interpret data under unique circumstances or to reconcile conflicting data from laboratory tests and other sources of information although guidelines and procedures are available;
- 1.5.2.18. A service provider shall provide the direct supervision to their employees, the Department's Interns and/or subcontractors, however the service provider shall coordinate with the Department's authorised personnel for the purpose of scheduling work activities and other water/ wastewater operating related items;
- 1.5.2.19. Responsible for repairs and maintenance of the Department's electrical and mechanical components with direct assistance from the Department authorised personnel per operating standards such as contacting equipment representatives for the maintenance of proprietary equipment as it currently applies in the facilities;
- 1.5.2.20. On behalf of the Department apply for new permit or renewals. Address non-compliance notifications.
- 1.5.2.21. Update operation and maintenance manuals and other regulatory manuals
- 1.5.2.22. Conduct semi-annual performance evaluations for all parameters accredited;
- 1.5.2.23. Shall attend to all audits and inspections requested by Department of Water and Sanitation.
- 1.5.3. Document each shift by completing the necessary paperwork;
- 1.5.3.1. The service provider shall be responsible for the proper performance of flow measurement devices (NB: Annual calibration of flow meters).
- 1.5.3.2. Maintenance of maturation ponds shall include all work necessary to maintain water quality regarding aquatic growth.
- 1.5.3.3. Maintenance of building and structures for the duration of the contract.
- 1.5.3.4. Maintenance of the grounds, which would include cutting of grass on a regular basis

1.6. Medical Surveillance and Certificates

The Service Provider **must allow costs for** and perform base medical examinations and obtain medical certificates of all employees prior to their employment, during employment and at the exit of employment. The Service Provider must ensure protection of workers by identifying all risks associated with the O&M of the treatment plants, eliminating or minimising such risks through proper medical, legislative and engineering measures;

- 1.6.1. Initial baseline medical examinations
- 1.6.2. Periodic and exit medical examinations
- 1.6.3. Vaccination of wastewater treatment plants personnel

1.7. Expanded Public Works Programme (EPWP) Implementation

- 1.7.1. All work created under this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing women, youth and disabled persons' unemployment.
- 1.7.2. The Service Provider shall identify a minimum number of workers from the priority list (where such a list exists) and employ them in various forms of labour to execute operations and maintenance of the facility at statutory labour rates for a minimum of 12 months and train them during that period;
- 1.7.3. Tenderers **must allow costs for** the following employment requirements of the EPWP Beneficiaries including training, reporting, provision of branded Personal Protective Equipment (PPE), profit and employee incentives comprising of, but not limited to the following minimum guidelines applicable for compliance:
 - 1.7.3.1. EPWP beneficiaries including stipends, recruitment in an open, fair and transparent process;
 - 1.7.3.1.1. The following targets in terms of demographics should be complied with in the recruitment of EPWP participants:
 - 1.7.3.1.1.1. Women at 60%
 - 1.7.3.1.1.2. Youth aged between 18 and 35 years at 55%
 - 1.7.3.1.1.3. Persons with disabilities at 2%
 - 1.7.3.1.1.4. 100% unskilled Labour utilised must reside within the boundaries of the Municipality where this contract is executed, with preference to the local community closest to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract.
 - 1.7.3.2. Social facilitation in communities prior to recruitment;
 - 1.7.3.3. Initial baseline medical examinations;
 - 1.7.3.4. Periodic and exit medical examinations;
 - 1.7.3.5. Training of EPWP beneficiaries in the Water Treatment works-related skills.
 - 1.7.3.6. EPWP reporting by the appointed service provider is required on EPWP participants on a monthly basis and provide the following information to DPWI;
 - 1.7.3.6.1. Certified Identity documents;
 - 1.7.3.6.2. Proof of attendance on project – signed by the relevant manager;



- 1.7.3.6.3. Proof of payment of participant (Can be bank printout showing payment, signed document by each participant confirming payment or a letter from a SP confirming amount payment to workers);
- 1.7.3.6.4. Bank confirmation of participants (this is an Auditor General South Africa requirement especially where Electronic Funds Transfer is provided as proof of payment);
- 1.7.3.6.5. Contract of employment for every participant-signed by all parties;
- 1.7.3.6.6. Signed disability declaration form when Persons with Disability are employed.

DPWI will provide a job reporting template.

1.8. Operation and Maintenance (O&M) Manual

- 1.8.1. *****NB!** An information / data overlap exists between O&M Manuals, Green / Blue Drop requirements, Condition Assessments, Asset Registers, Maintenance, etc. Consequently, cross-referencing is allowed **ONLY** if information is detailed, properly labelled and annexed, as a basis to achieve efficiency and economy.
- 1.8.2. The service provider **must allow costs for** and is responsible for drafting, developing, updating and maintaining a detailed operation and maintenance manual as per the Department of Public Works and Infrastructure's guidelines, **not later than three (3) months after the date of appointment**.
- 1.8.3. The manuals must clearly illustrate the operational functions necessary to run the water and wastewater treatment systems effectively and to delegate them to the relevant operational staff, to create an awareness of the maintenance tasks necessary to ensure the smooth operation of the existing plant, and in order for supervisory staff to monitor the maintenance work being carried out by studying the completed schedules.
- 1.8.4. The manual shall include (but not limited to) information sourced from Original Equipment Manufacturers (OEMs), descriptions, functions, operational procedures, planning and schedules, processes, troubleshooting, hazards, health precautions further details as follows:
 - 1.8.4.1. **Wastewater treatment plant Manual**
 - 1.8.4.1.1. Physical description, functional description & Flow diagram inclusive of all components
 - 1.8.4.1.2. Daily Tasks Checklists
 - 1.8.4.1.3. Monitoring & Reporting
 - 1.8.4.1.4. Flow Measurement
 - 1.8.4.1.5. Inlet Works (IW)
 - 1.8.4.1.6. Activated Sludge Reactor / Bio-filter
 - 1.8.4.1.7. Final Clarifier
 - 1.8.4.1.8. Disinfection Structure System Chlorination
 - 1.8.4.1.9. Irrigation System
 - 1.8.4.1.10. Reed Bed



- 1.8.4.1.11. Final Effluent Discharge
- 1.8.4.1.12. Pumping Systems
- 1.8.4.1.13. Sludge Return and Wasting
- 1.8.4.1.14. Sludge Handling
- 1.8.4.1.15. Sizes, Capacities & Criteria
- 1.8.4.1.16. Safety Aspects
- 1.8.4.1.17. Power interruptions & Standby Generators
- 1.8.4.1.18. Classification of Plant
- 1.8.4.1.19. Applicable Water Quality Standards
- 1.8.4.1.20. Preventative Maintenance (Procedures and schedules)
- 1.8.4.1.21. Corrective Maintenance (Procedures and schedules);
- 1.8.4.1.22. O&M significant drawings (as built) with Geographic Information System (GIS in the format of DWG & PDF)
- 1.8.4.1.23. Equipment-specific O&M information, organised into a vendor/manufacturer data library
- 1.8.4.2. Water treatment plant Operation and Maintenance Manual
 - 1.8.4.2.1. Physical description, functional description & flow diagram inclusive of all components Daily Tasks Checklists.
 - 1.8.4.2.2. Monitoring & Reporting
 - 1.8.4.2.3. Flow Measurement
 - 1.8.4.2.4. Inlet Works (Coagulants, Flocculants mixing)
 - 1.8.4.2.5. Sedimentation Tanks
 - 1.8.4.2.6. Sand Filters
 - 1.8.4.2.7. Sludge handling
 - 1.8.4.2.8. Disinfection Structure System Chlorination
 - 1.8.4.2.9. Final water Discharge
 - 1.8.4.2.10. Pumping and storage systems
 - 1.8.4.2.11. Sizes, Capacities & Criteria
 - 1.8.4.2.12. Safety Aspects
 - 1.8.4.2.13. Power interruptions & Standby Generators
 - 1.8.4.2.14. Classification of Plant
 - 1.8.4.2.15. Applicable Water Quality Standards
 - 1.8.4.2.16. Preventative Maintenance (Procedures and schedules)
 - 1.8.4.2.17. Corrective Maintenance (Procedures and schedules);
 - 1.8.4.2.18. O&M significant drawings (as built) with Geographic Information System (GIS in the format of DWG & PDF)
 - 1.8.4.2.19. Equipment-specific O&M information, organised into a vendor/Manufacturer's data library
 - 1.8.4.2.20. Process Control of the plants' components (Operator intervention on each component and all applicable steps)
- 1.8.2. Penalties shall be imposed on the Service Provider as outlined under the penalty scheme for failure to submit the O&M manual within a period of three (3) months of the site handover.

1.9. Green Drop Regulation Compliance

- 1.9.1. The appointed service provider **must allow costs for** and is responsible for conducting a **Green Drop Assessment** and ensure audit outcomes implementation on all sites while performing work on water and wastewater treatment plants, and must provide the report to the Project Leader/ Scientist/ Engineer responsible for the oversight of water and wastewater treatment plants **not later than three (3) months after the date of appointment**.
- 1.9.2. The Service Provider must assess factors and conditions affecting performance and compliance to the National Green Drop Certification Programme.
- 1.9.3. The assessment / process audit must be aligned with the capable plant model for Implementation of Process Performance Audit and Wastewater Risk Abatement Plan as outlined in the Department of Water and Sanitation's assessors training guidelines for the Green Drop Programme.

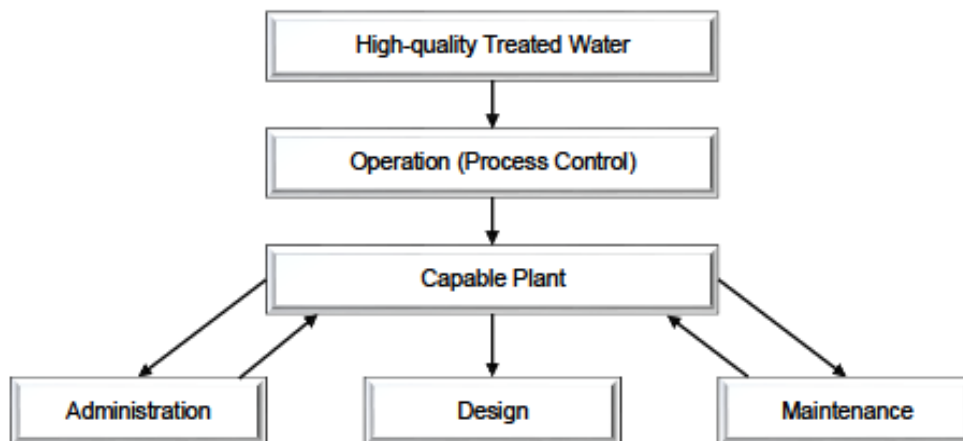


Figure 1: A Capable Plant Model

- 1.9.4. The Service Provider must improve conditions affecting the Green Drop Certification and ensure DPWI achieves the highest rating Green Drop Score. DPWI reserves the right to appoint an independent entity to conduct an assessment for comparison with that complied and submitted by the appointed service provider. The scores to be achieved are demonstrated below:

Table 1: Green Drop Scores & Certification

Item	Rating	Condition	Appropriate Action
T.1.1.	90-100%	Excellent	Maintain via continued improvement
T.1.2.	80-89%	Good	Improve where gaps identified to shift to excellent
T.1.3.	50-79%	Average	Ample room for improvement
T.1.4.	30-49%	Poor	Need targeted intervention towards gradual sustainable improvement
T.1.5.	0-29%	Critical state	Need urgent intervention for all aspects if the wastewater services business



- 1.9.5. The service provider will be expected to develop / subscribe to the Department of Public Works and Infrastructure's approved assessment rating toolkit in order to properly assess the service provider's performance in relation to compliance on all sites.
- 1.9.6. The assessment report submitted by the service provider will be evaluated and approved by DPWI's committee for implementation. The committee will determine and grant the service provider reasonable timeframes to improve on compliance to Green Drop standards, with the expectation that all the Treatment Works should achieve a good condition rating within a period of 12 months from the appointment of the Service Provider.
- 1.9.7. The Green Drop Assessment and implementation is expected to include the following (but not limited to);
 - 1.9.7.1. Registration of wastewater treatment plants on IRIS system
 - 1.9.7.2. Registration / Licensing of wastewater treatment plants' water use
 - 1.9.7.3. Registration of process controllers and supervisors
 - 1.9.7.4. Maintenance, engineering management and scientific capacity
 - 1.9.7.5. Wastewater risk management (Wastewater risks abatement plan for each site/plant)
 - 1.9.7.6. Operational monitoring and operational records
 - 1.9.7.7. Compliance monitoring (Plant organic & hydraulic load and effluent as per applicable authorisation)
 - 1.9.7.8. Sludge classification and monitoring (including beneficiation and disposal at an authorised sludge handling site)
 - 1.9.7.9. Water samples/ laboratory credibility (Testing to be done at SANAS accredited lab only – no proficiency testing)
 - 1.9.7.10. Operations and maintenance budget
 - 1.9.7.11. Wastewater operations cost determination
 - 1.9.7.12. Wastewater treatment works design capacity management
 - 1.9.7.13. Process audit
 - 1.9.7.14. Sewer main inspection
 - 1.9.7.15. Wastewater asset management
 - 1.9.7.16. Bylaws and enforcement
 - 1.9.7.17. Monitoring data submission to Department of Water and Sanitation
 - 1.9.7.18. Effluent quality compliance
 - 1.9.7.19. Process control
 - 1.9.7.20. Stormwater management
 - 1.9.7.21. Water demand management
 - 1.9.7.22. Wastewater and sewer capital projects planned for upgrades or refurbishment
 - 1.9.7.23. Sludge reuse / Beneficiation
 - 1.9.7.24. Additional impact monitoring
- 1.9.8. **Penalties shall be imposed** on the Service Provider as outlined under the penalty scheme for failure to submit a Green Drop Assessment Report.

1.10. Blue Drop Regulation Compliance

- 1.10.1. The appointed service provider **must allow costs for** and is responsible for conducting a **Blue Drop Assessment and ensure audit outcomes** implementation on applicable site(s) while performing work on treatment plants, and must provide the report to the Project Leader/ Scientist/ Engineer responsible for the oversight of water treatment plants not later than three (3) months after the date of appointment.
- 1.10.2. The Service Provider must assess factors and conditions affecting performance and compliance to the National Blue Drop Certification Programme in order to improve drinking water management.
- 1.10.3. The Service Provider must improve conditions affecting the Blue Drop Certification and ensure DPWI achieves the lowest risk rating Blue Drop Risk Rating (BDRR) and the highest Blue Drop Score. DPWI reserves the right to appoint an independent entity to conduct an assessment for comparison with that complied and submitted by the appointed service provider. The scores to be achieved are demonstrated below:

Table 2: Blue Drop Risk Rating

Item	Category	Risk Rating
T.2.1.	Critical risk	90-100%
T.2.2.	High risk	70-89%
T.2.3.	Medium risk	50-69%
T.2.4.	Low risk	<50%

- 1.10.4. The service provider will be expected to subscribe to the Department of Public Works and Infrastructure's approved assessment rating toolkit in order to properly assess the service provider's performance in relation to compliance on all sites.
- 1.10.5. The Blue Drop Assessment and implementation report submitted by the service provider will be assessed and approved by the National Department of Public Works and Infrastructure. The Department will determine and grant the service provider reasonable timeframes to improve on compliance to Blue Drop standards, with the expectation that all the Treatment Works should achieve a good condition rating and pose a low risk category within a period of 9 months from the appointment of the Service Provider.
- 1.10.6. The Blue Drop Assessment is expected to include the following (but not limited to);
- 1.10.7. Water quality compliance (Physical, Chemical and Biological);
- 1.10.8. Water quality monitoring programme (Registration of the programme on IRIS system);
- 1.10.9. Credibility of water samples / laboratory;(SANAS accredited lab testing)
- 1.10.10. Submission of water quality results to DWS and NDPWI;
- 1.10.11. Water safety planning (Water safety plan per site);



- 1.10.12. Water quality failure response (Documented official procedure);
- 1.10.13. Process control, maintenance and management skills;
- 1.10.14. Publication of potable water quality management performance (Water quality reports to End Users);
- 1.10.15. Water asset management (Assets register for all facilities);
- 1.10.16. Population determination (Population served);
- 1.10.17. Classification and capacity on IRIS system;
- 1.10.18. Water use registration/Licensing
- 1.10.19. Process Audit
- 1.10.20. **Penalties shall be imposed** on the Service Provider as outlined under the penalty scheme for failure to submit a **Blue Drop Assessment Report** within a period of three (3) months of the site handover.

1.11. Maintenance Planning: A Componentised Asset Register

The NIAMM Framework refers to maintenance planning as activities to develop Maintenance Management Plans that specify the detailed maintenance activities, resources, responsibilities, timescales and risks for the achievement of asset management objectives stated earlier. Maintenance management functions for applicable to this contract are summarised in the figure below:



Figure 2: Maintenance Management Functions

- 1.11.1. The Service Provider must allow costs for and compile and maintain a geotagged componentised asset register and implement an electronic Component Identification System inclusive of respective handheld scanners for all the immovable and movable assets for respective sites, within a period of three (3) months of the site handover;
- 1.11.2. Unique component identification numbers (CINs) and tags forming part of the componentised asset register must be developed for all components and sub-components of electrical and mechanical installations.
 - 1.11.2.1. Component Identification Numbers (CINs) / asset codes must be allocated to asset tags and be attached to (possibly be in close proximity to) respective components / subcomponents.



- 1.11.2.2. The CIN must appear in the asset register handed over to DPWI and the End User, and be allocated to each incident (complaint).
- 1.11.2.3. The CIN must be administered in collaboration with the End User and be described in the maintenance control plan as part of the componentised asset register.
- 1.11.2.4. Reference shall be made to CINs in the maintenance control plan, operating and maintenance manuals and during all maintenance activities, including the logging of breakdowns, other correspondence and on invoices. Identification shall also be indicated on as-built drawings.
- 1.11.2.5. Electrical, stormwater, water, wastewater and all other reticulation shall also have CINs appearing on invoices.
An example: a sewer pipe which has been replaced needs to demonstrate the length replaced and the position. A naming convention can be used in a number line format, i.e. SP01 to SP40, wherein if a portion has been replaced / work done on a 5m portion, a CIN will indicate SP16 – SP21.
- 1.11.3. The asset register must be availed in hard copies, excel format, PDF and / or any other recommended format (electronic) be componentised, fully detailed and updated on an annual basis or when new asset additions are made. It must include, but not limited to the following;
 - 1.11.3.1. Asset / equipment model and serial number;
 - 1.11.3.2. Physical description;
 - 1.11.3.3. Physical parameters;
 - 1.11.3.4. Estimated useful life in years (can be sourced from OEM);
 - 1.11.3.5. Remaining useful life in years;
 - 1.11.3.6. Actual and minimum acceptable asset failure mode ratings (condition, performance, capacity and cost-of operations);
 - 1.11.3.7. Any statutory obligations regarding the operation and maintenance of the asset;
 - 1.11.3.8. Asset criticality rating (Immediate risk and concerns and risk status)
 - 1.11.3.9. Current and estimated depreciated replacement cost (ZAR);
 - 1.11.3.10. Suggest replacement or upgrade options;
 - 1.11.3.11. Suggest energy efficient alternatives;
 - 1.11.3.12. Responsible persons.
- 1.11.4. The asset register shall be used as a basis for a condition assessment;
- 1.11.5. A condition assessment shall be used to inform the maintenance plan;
- 1.11.6. Penalties shall be imposed on the Service Provider as outlined under the penalty scheme for failure to submit a complete asset register within a period of three (3) months of the site handover.
- 1.12. **Maintenance Planning: Facility Condition Assessment**
 - 1.12.1. The appointed service provider must allow costs for and is responsible for conducting a Facility Condition Assessment (FCA) for the building, its components and sub-components on all respective sites before and while

conducting work. The SP must provide the FCA report to the Project Leader/ Scientist/ Engineer responsible for the oversight of water and wastewater treatment plants not later than three (3) months after the date of appointment.

- 1.12.2. Through the FCA, the Service Provider shall assess the condition and functionality factors that make the building and its components adequate in condition and appropriate for the intended use. A FCA assists in the identification of the required maintenance, repairs and/or renewal to reinstate a facility (and its components) to their original performance level. DPWI reserves the right to appoint an independent entity to conduct an assessment for comparison with that compiled and submitted by the appointed service provider.
- 1.12.3. The service provider will be expected to subscribe to the Department of Public Works and Infrastructure’s approved condition assessment rating (see demonstration on the below table) in order to properly assess the service provider’s performance in relation to operation and maintenance on all sites.

Table 3: Condition rating scale

* Condition Rating	** Risk Grading	Criticality Description	Qualitative Description	Indicative RUL
5	1	Very good	Sound structure, well maintained. Only normal maintenance required.	71 - 100%
4	2	Good	Serves needs but minor deterioration (< 5%). Minor maintenance required	48 - 70%
3	3	Fair	Marginal, clearly evident deterioration (10–20%). Significant maintenance required.	28 - 45%
2	4	Poor	Significant deterioration of component / sub-component and/or appearance. Significant impairment of functionality (20–40%). Significant renewal / upgrade required.	11- 25%
1	5	Very poor	Unsound, failed, needs reconstruction /replacement (>50% of component / sub-component needs replacement).	0 - 10%

*Condition rating: It is a standard practice to allocate a rating of 5 for an asset in a very good condition.

**Risk grading: Is an inverse of the condition rating scale to determine the asset criticality

1.12.4. The outputs expected from a Facility Condition Assessment report shall include individual condition assessment reports per discipline (mechanical, electrical, civil-structural, architectural, others) comprising the following (but not limited to);

- 1.12.4.1. Executive summary
- 1.12.4.2. Methodology
- 1.12.4.3. For each and every problem/defect found specify:
 - 1.12.4.3.1. Problem / defect description;
 - 1.12.4.3.2. Problem / defect root cause;



- 1.12.4.3.3. Problem / defect location (facility, building, floor/area, room, etc.);
 - 1.12.4.3.4. Photographic evidence;
 - 1.12.4.3.5. Invasive and non-invasive tests conducted and results (where applicable);
 - 1.12.4.4. Recommendations;
 - 1.12.4.5. Conclusions.
 - 1.12.4.6. Facility Cost Estimates, including Activity Schedules for the critical areas of attention. Includes those components requiring repairs, refurbishment, replacement or renovations according to the findings from the FCA;
 - 1.12.4.7. Facility Maintenance Management Plan including lifecycle costing;
 - 1.12.4.8. Facility File comprising all the information gathered. The data should be summarised in a Facility Condition Index (FCI) that provides an objective benchmark against which DPWI can monitor changes over time.
- 1.12.5. The service provider will be expected to submit the FCA and make a presentation to DPWI's steering committee chaired by the Head of Facilities Management through the Project Leader/ Scientist/ Engineer responsible for the oversight of water and wastewater treatment plants. The FCA shall form a basis for a maintenance plan as a basis for the Service Provider to commence with the operation and maintenance on plants on respective sites.
- 1.12.6. The FCA submitted by the service provider will be assessed and approved by a Department of Public Works and Infrastructure's steering committee. The committee, chaired by the Head of Facilities Management or their delegate will determine and grant the service provider reasonable time frames to improve on the condition of assets or items listed by the service provider.
- 1.12.7. **Penalties shall be imposed** on the Service Provider as outlined under the penalty scheme for failure to submit a **Condition Assessment Report** not later than three (3) months after the site handover.

1.13. Incident Management Protocol

- 1.13.1. A service provider **must allow costs for** and is required to prepare, review, and maintain a detailed and comprehensive incident management protocol for each water and wastewater facility. The protocol must be compiled as outlined in the Department and Water Sanitation's (DWS) green drop certification. The incident management protocol should be in place within a period of one (1) month after the date of appointment of the SP and must include the following:
- 1.13.1.1. Identify triggers, alert levels, response time required, required actions, roles and responsibilities and communication vehicles;
 - 1.13.1.2. Responses to risks identified in risk assessment;
 - 1.13.1.3. Include requirements for public water quality notices specified in relevant legislation;
 - 1.13.1.4. Development of an incident register for plant(s), supervisor(s), laboratory, and call centre (if applicable);
 - 1.13.1.5. Development of emergency incident contact details chart;



- 1.13.1.6. Procedures for accidental spillages and illegal discharge into sewers (for wastewater systems);
- 1.13.1.7. Procedures to deal with industrial effluent (for wastewater systems);
- 1.13.1.8. Clear communication protocols between all stakeholders including laboratory, plant personnel, local municipality, district municipality, and the Department of Water and Sanitation;
- 1.13.1.9. A plan including risk assessment of catchment, treatment works, reticulation, and implementation of risk assessment findings
- 1.13.1.10. Water Safety Plan process in compliance with the South African National Standards (SANS) 241;
- 1.13.1.11. Water safety planning risk assessments are conducted annually or when water quality changes. The World Health Organisation (WHO) Water Safety Planning manual is to be consulted for further information;
- 1.13.2. In facilities where an incident management protocol is already in place, the service provider will be responsible for annual amendments and updates.
- 1.13.3. **Penalties shall be imposed** on the Service Provider as outlined under the penalty scheme for failure to implement Incident Management Protocols.

1.14. Insurance

The service provider **must allow costs for** and is responsible to assess risks on the project and to ensure they obtain and maintain adequate insurances to cover such risks for the duration of the contract. The Service Provider shall provide comprehensive insurance and maintain during the entire period of this contract as follows:

1.14.1. Public Liability Insurance / General liability insurance

Operations, maintenance and application hazard, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage and personal injury wherein the limit of liability required under the Service Provider's Public Liability insurance must be R 5'000'000 any one occurrence.

1.14.2. Damage to electronic equipment and furniture, theft of materials and equipment

The Service Provider shall provide adequate insurance for the damage to electric and electronic equipment, furniture, theft of materials and equipment.

1.14.3. Government of RSA as additional insured

The general liability policy required of the Service Provider shall name "the Republic of South Africa, acting by and through the Presidency", as an additional insured with respect to operations performed under this contract.

1.15. Contractor and Local Economic Development Programme

- 1.15.1. The purpose of this section is to encourage the potential / incumbent Service Provider to incorporate principles of the National Contractor Development



Programme (NCDP) as espoused in book six (6) of the NIAMM Framework – Contractor Development in the Maintenance Industry.

- 1.15.2. The implementation of the principles of the NCDP for this contract is voluntary, however has a positive impact on the incentives scheme and decision-making towards the renewal of the contract;
- 1.15.3. **The objectives of the Contractor Development aligned to this contract is to:**
- 1.15.3.1. Increase the number of black, women, disabled and youth-owned local Small, Medium and Micro Enterprises (SMMEs) / companies;
 - 1.15.3.2. Improve the grading status of the above companies;
 - 1.15.3.3. Improve the performance of the above companies in terms of quality, employment practices, skills development, safety, health and the environment;
 - 1.15.3.4. Improve business management and technical skills of the above SMMEs / companies.
- 1.15.4. **The following instruments are available to the Service Provider:**
- 1.15.3.5. Direct targeting of the local, previously disadvantaged Service Providers appointed through a fair, equitable, transparent, competitive and cost-effective process;
 - 1.15.3.6. Indirect targeting through procurement by providing developmental support to the Joint Venture (JV) partner or sub-contractor;
 - 1.15.3.7. Facilitating the establishment of the new start-ups through the currently contracted local employees;
 - 1.15.3.8. Innovative developmental programmes similar to the EPWP's Vuk'uphile programme.
- 1.15.5. **Developmental tools for Contractor / Service Provider development;**

In order to qualify for an incentive scheme, the Service Provider must conduct an initial assessment of skills of employees / Service Provider's Construction Industry Development Board (cidb) status and end of programme audit and provide a portfolio of evidence (POE).

The table below provides a minimum guideline of the criteria for the contractor / service provider development initiative(s) comprising of Small Medium and Micro Enterprises (small businesses):

Table 4: Contractor Development Initiatives

Item	Deliverables	Purpose	Weighting	Comment
T.4.1.	Inception Report	Preliminary assessment of skills	5%	
T.4.2.	Development Implementation Plan	Plan to develop local businesses / employees	10%	
T.4.3.	Proof of recruitment and selection process	Recruitment using transparent processes in conjunction with the Local Community structures	10%	
T.4.4.	Induction and Orientation	Introducing beneficiaries to the business	5%	
T.4.5.	Registration with Construction Education & Training Authority (CETA)	Ensuring qualifications are worthy and recognisable	10%	
T.4.6.	Training Support	Provide training based on skills gap and ensure continuous improvement	10%	
T.4.7.	Mentorship and Technical Support	Enhance skills of mentees on operations and maintenance of treatment plants	15%	
T.4.8.	Implementation of enabling environment	Create time and space for the learning and skills transfer to take place	10%	
T.4.9.	*Fundraising from Developmental Funding Institutions (DFIs) ¹	Raise grants and funding on behalf of local businesses	15%	
T.4.10.	Reporting: <ul style="list-style-type: none"> o Monthly financial and performance progress reports o Quarterly reports o Annual reports 	Provide an ongoing portfolio of evidence, records and audit trail of the programme	5%	
T.4.11.	Close-Out Report	Summarise the project objectives, key success factors, expenditure, objectives not met, risk management, opportunities for the future programme and	5%	
Total			100%	

¹ *Capacity and understanding of Developmental Funding Institutions (DFIs) programme offerings, application procedures, and requirements to facilitate the raising of additional grant funding and other non-financial services through partnerships between the programme and the DFIs such as the Department of Small Business Development (DSBD), the Department of Trade, Industry and Competition (DTIC), Small Enterprise Development Agency (SEFA) and other similar institutions.



Part 2: Operation



2.1. Operations' registration of treatment plants and permit renewals

The Service Provider **must allow costs for** and is required to facilitate, ensure and provide evidence of registration of plants with the Department of Water and Sanitation and obtain permits, including renewal of permits prior to expiry;

2.1.1. Registration of water/ wastewater treatment facilities and permit renewals

2.2. Operations Human resources (Personnel)

The Service Provider **must allow costs for** and is required to facilitate, ensure and provide evidence of;

2.2.1. Employment, verification of qualifications and citizenship, registration & classification of all Operations Human Resources (internal & external). The required number of personnel at a specific treatment work must be based on the classification of the treatment plant as outlined in Regulation 2834 of the Water Services Act (108 of 1997). The Service Provider must familiarise themselves with the requirements of respective sites to enable provision of optimal human resources inclusive of all statutory costs (UIF, Compensation Fund, etc.), Personal Protective Equipment (PPE), profit and employee incentives comprising of, but not limited to:

2.2.1.1. Supervisor(s);

2.2.1.2. Process Controller(s) / Operators;

2.2.1.3. General Workers.

2.2.2. Information on shift patterns & personnel alternating across different sites

2.2.3. Required number & classification of staff per shift

2.2.4. During the operation of the contract, on-site staff must undergo training in the related field of practice, for example, Occupational Health and Safety training

2.2.5. Staff are to be remunerated market-related or competitive salaries

2.3. Operations Materials and consumables

2.3.1. The Service Provider **must allow costs** for and is responsible to provide SABS / SANS approved material and consumables for treatment of waste and water, disinfection, testing and ensuring compliance of treatment plants as follows:

2.3.1.1. Green Drop kits including servicing

2.3.1.2. Blue drop kits including servicing

2.3.1.3. Dissolved Oxygen meters for activated sludge plants

2.3.1.4. Sampling kit and sampling bottles

2.3.1.5. High pressure hose machine

2.3.1.6. Water and Wastewater treatment chemicals applicable to each site

2.3.1.7. Potable submersible pump



- 2.3.2. **Water and Wastewater treatment chemicals:** the service provider must provide sufficient chemicals specific to the requirements of each site throughout the contract period to ensure that water is treated to its best quality for consumption and discharge.
- 2.3.3. All the goods and services required at the water and wastewater treatment plants must be procured through the Service Provider's own supply chain management.
- 2.3.4. All goods purchased must have a minimum guarantee of three months, should goods malfunction within the warranty period they should be replaced at no cost to the Department.
- 2.3.5. Stock taking and monthly usage of any consumables and tools must be conducted every month and recorded.
- 2.3.6. Goods procured by the service provider will remain the property of the Department of Public Works and Infrastructure and will be registered under the Department's asset register.
- 2.3.7. Should a service provider conduct an assessment and find it viable to procure new assets (found in the asset register such as pumps, generators, etc.), the service provider shall submit a written request to the responsible project leader for approval.
- 2.3.8. The project leader shall conduct an independent assessment with the consultation of relevant professionals with or outside the Department and are at liberty to either approve or reject the request of the service provider with stated reasons
- 2.3.9. Should a service provider procure new asset(s) in order to replace malfunctioning or malfunctioned asset(s), those assets shall be handed over to the DPWI for storage, and therefore shall not be the property of the service provider.
- 2.3.10. Should there be an unavoidable shortage in the market for critical chemicals or substances used in water and wastewater treatment, a service provider is required to consider and opt for compliant and safe alternatives available in the market.
- 2.4. Operations Plant, Machinery, Vehicles and Equipment**
- 2.4.1. The Service Provider **must allow costs** for and is responsible to provide all commercial mechanical and electrical equipment and machinery (energy saving with low operating noise less than 85 decibels) necessary for the effective and efficient operation of the water and wastewater treatment plants and attending to grounds / horticultural services and cleaning. The Service Provider must provide sufficient machinery per site to ensure optimum provision of horticultural and cleaning services as follows:



- 2.4.1.1. Commercial brush cutters;
- 2.4.1.2. Commercial lawn mowers;
- 2.4.1.3. Commercial vacuum cleaners and blowers for plant room maintenance and personnel facilities;
- 2.4.1.4. Wheelbarrows, spades, hard brooms, hand rakes, scoop nets, skips/ grit removal bins, digging folks, (These assets will belong to the Service Provider);
- 2.4.2. The Department can, where possible, provide a space for the storage of equipment free of charge. The Department has the right to inspect at any time the provided space and at upon discretion cancel the arrangement
- 2.4.3. The operator of the machinery must be a trained person in compliance with the General Machinery Regulations, 1988 issued in terms of the Occupational Health and Safety Act, 1993.
- 2.4.4. The Service Provider **must allow costs** for and is responsible to provide vehicle(s) including fuel and drivers, not limited to as follows:
 - 2.4.4.1. Vehicle(s): 1 tonne pick-up(s) and / or trailer(s),
 - 2.4.4.2. Quad bike(s)
 - 2.4.4.3. Other (Specify: _____)
- 2.5. **Security Provision and Security Clearance of personnel**
 - 2.5.1. The Service Provider and employees shall be required to undergo a security clearance before acceptance or anytime during the operation of the contract.
 - 2.5.2. Service provider **must allow costs for** and is responsible to provide security services for DPWI and secure all assets under this contract including accredited physical security, uniform, incentives, statutory compliance and all requirements for personnel protection on site.
 - 2.5.3. Physical Security are to control access to the sites and ensure that an attendance register/entry book is filled in.
 - 2.5.4. Depending on the risk assessment conducted by the Service Provider, some sites will require 24 hour surveillance and additional security measures, e.g. security field devices while other sites will require 12 hour surveillance.
 - 2.5.5. The number of security personnel and monitoring hours are subject to variation depending on the vulnerabilities of assets, offices and or accommodation
 - 2.5.6. Should any assets, equipment, tools originally paid for by the Department of Public Works and Infrastructure in the previous financial year be stolen or not be found in the asset register, the service provider will be liable for the replacement of those items at no additional cost to the Department.



- 2.5.7. No exception will be made for a non-compliance with this requirement. All security officers must be at least grade "C" officers registered with the Private Security Industry Regulating Authority (PSIRA).
- 2.5.8. The service provider shall ensure that no illegal immigrants are employed by him or any sub-contractor in the execution of any part of the works and if any illegal immigrant is found to be employed, the End User shall, notwithstanding the provisions of this contract, be entitled to report / request the relevant government departments to act in terms of the Immigration Act (Act No. 13 of 2002).
- 2.5.9. Should unexpected circumstances arise (e.g. occurrence of a break-in(s) in a historically secure site), security services will be requested from the service provider at no additional cost to the Department.
- 2.6. Operation monitoring programme**
- 2.6.1. Service provider **must allow costs for** and is responsible to provide and implement a properly designed standard operating procedure (SOP) for all operations, schematic and laminated layout including proof of operational monitoring of site(s), determinants and frequency of testing or analyses.
- 2.6.2. Samples taken at water and wastewater treatment works must be represented by:
- 2.6.2.1. Inflow;
 - 2.6.2.2. Process flow;
 - 2.6.2.3. Outflow;
 - 2.6.2.4. Sludge.

An adequate monitoring coverage of distribution network is required.

2.7. Water/ wastewater bylaws

The Local Authority Bylaws of that particular jurisdiction must be adhered to, to address the status of the catchment and other related pollution matters and mitigation plans. Evidence of compliance must be provided by the Service Provider.

2.8. Groundwater, upstream and downstream monitoring

An environmental programme may be conducted depending on the nature of the environment. Bio-monitoring or / and boreholes assessment may be conducted or/and drilled on the receiving ends of the environment, based on geohydrology reports.

2.9. Water and Wastewater testing and Compliance monitoring programme

- 2.9.1. The Service Provider **must allow costs for** and is responsible to provide a Blue and Green drop monitoring kit comprising simple-to-use hand-held instrument, ideal for ensuring compliance with blue / green drop certification for the testing of drinking water on respective sites in accordance with industry standards (SABS / SANS) and ensure compliance as follows:



2.9.1.1. Testing drinking Water / portable water

- 2.9.1.1.1. Water quality monitoring must be done at all treatment plants.
- 2.9.1.1.2. Raw water (source) will be sampled quarterly and final water must be sampled once a month unless otherwise there is an emergency or plant dysfunctionality.
- 2.9.1.1.3. Onsite monitoring must be conducted daily and this will depend on process complexity and parameter demand. Onsite monitoring water quality trends and compliance graphs must be developed. These graphs must be posted on the walls in all plant offices on a monthly basis.
- 2.9.1.1.4. Water quality monitoring must be done at all boreholes and drinking water treatment plants. Processes and outcomes must comply with South African National Standards (SANS) 241 which must be consulted intensively for all requirements.
- 2.9.1.1.5. Details & proof of chemical and microbiological compliance monitoring, sampling, sampling sites, determinants [(provide figures per determinant, percentage compliance per determinant, measured against overall compliance percentage, pH, turbidity, chlorine tests, etc.)] and frequency of sampling must be provided. The number of samples taken must correlate to the number of samples to be taken per population size as stipulated in SANS 241

2.9.2. The Service Provider **must allow costs** for and is responsible to provide a Blue drop monitoring kit comprising simple-to-use hand-held instrument, ideal for ensuring compliance with blue drop certification for the testing of drinking water on respective sites in accordance with industry standards (SABS / SANS) and ensure compliance.

2.9.2.1. Testing Wastewater

- 2.9.2.1.1. Wastewater quality monitoring must be done at all plants.
- 2.9.2.1.2. Raw sewage sample must be taken quarterly and final effluent must be sampled once a month unless there is an emergency or plant dysfunctionality.
- 2.9.2.1.3. Onsite monitoring must be conducted daily and this will depend on process complexity and parameter demands. Onsite monitoring of water quality trends and compliance graphs must be developed. These graphs must be posted on the walls in all plant offices on a monthly basis.

2.9.3. The service provider is to ensure that wastewater treatment works under the custodianship of the Department of Public Works and Infrastructure receive excellent ratings for green drop assessments, exhibiting exceptional physical, chemical and microbiological compliance.

2.9.4. The service provider will be required to consistently ensure physical, chemical and microbiological compliance. Only chemicals approved by the South African Bureau of Standards (SABS) / SANS are to be purchased and used.



2.9.5. The discharge standards specified in the General Authorisation (No. 339) of March 2004 must be used as wastewater discharge standards. General or special standards applicable to a particular wastewater treatment works must always be adhered to. Documented design capacity of water/ wastewater treatment work and documented daily operating capacity over an annual basis (12 months). The Department of Water and Sanitation Blue and Green Drop criteria must be consulted for detailed compliance requirements.

2.9.6. Any spillages from the treatment plant that endanger human and animal health as well as the environment are to be addressed urgently by the service provider, should the matter not be dealt with promptly, the Department of Public Works and Infrastructure is at liberty to fine the service provider or to impose a payment reduction.

2.10. Sample analyses submission and credibility

The following information is to be disclosed or submitted by the service provider;

2.10.1. The name of the laboratory used for analyses;

2.10.2. Evidence from the laboratory of choice should be accredited with the South African National Accreditation System (SANAS);

2.10.3. Proof indicating turn-around time allows for proper process control, including but not limited to storage of laboratory samples in a cooler box and analysed within a space of 24 hours, separation of sterilized bottles for microbial analyses (E.coli), collection of grab samples at proper sampling points where there are sampling signs.

2.10.4. The laboratory results must be sent to the Department of Public Works and Infrastructure before the 15th of each month.

2.11. Water results quality management, submission and publication

The Service Provider must allow costs for and is responsible to implement a water quality monitoring programme, reporting, uploading on the IRIS, benchmarking and publishing of results as follows:

2.11.1. Compile a water quality monitoring programme with recommendations for approval by Department of Public Works and Infrastructure;

2.11.2. Design, recommend and implement a format for reporting and publication of information to End Users on drinking water issues;

2.11.3. Maintain and upload the laboratory results on the system [Integrated Regulatory Information System (IRIS)] every month

2.11.4. Submit the laboratory results to the Department of Public Works and Infrastructure on a monthly basis in order for the Department to assess adherence to compliance by the service provider;



- 2.11.5. Provide a quarterly assessment toolkit to assist the Department of Public Works and Infrastructure with management against baseline and progress thereof towards full compliance, with attached proof of laboratory results over the period in question;
- 2.11.6. Publish annually, water / wastewater quality performance in adherence to South African National Standards (SANS) 241: 2015 (or latest amendment) and wastewater discharge standards respectively;
- 2.11.7. Submit a copy of the publication as evidence to the Department of Public Works;
- 2.11.8. Conduct a water services audit on an annual basis.

2.12. Performance measurement of Plants

A service provider shall be compliant with the Green and Blue Drop certificate programme of the Department of Water and Sanitation at all times.

- 2.12.1. Should the service provider be found to be non-compliant in any area of their respective responsibility, the Department of Public Works and Infrastructure is at liberty to fine the service provider or to impose a payment reduction.
- 2.12.2. Should End Users be dissatisfied with the smell or taste, etc. of potable water as relates to water quality standards, the service provider must alter the chemicals used which result in organoleptic displeasure provided there is reasonable grounds to do so.
- 2.12.3. The service provider is to submit a written report on the matter to the Department of Public Works and Infrastructure and rectify the use of chemicals within a period of a week after the service provider, a representative of the End Users, and an official of the Department have met for discussions on the topic.
- 2.12.4. Should the service provider found to be non-compliant, the project leader will issue a written complaint and the service provider will be provided with 21 working days to rectify the issue. Should the issue be found to persist after 21 days has lapsed, the project leader will issue a final warning. Should successive 21 days lapse after the written warning and the issue has not been rectified, a fine or penalty will be imposed on the service provider.
- 2.12.5. **Penalties shall be imposed** on the Service Provider as outlined under the penalty scheme for failure to maintain a good / excellent performance of plants.



Part 3: Maintenance

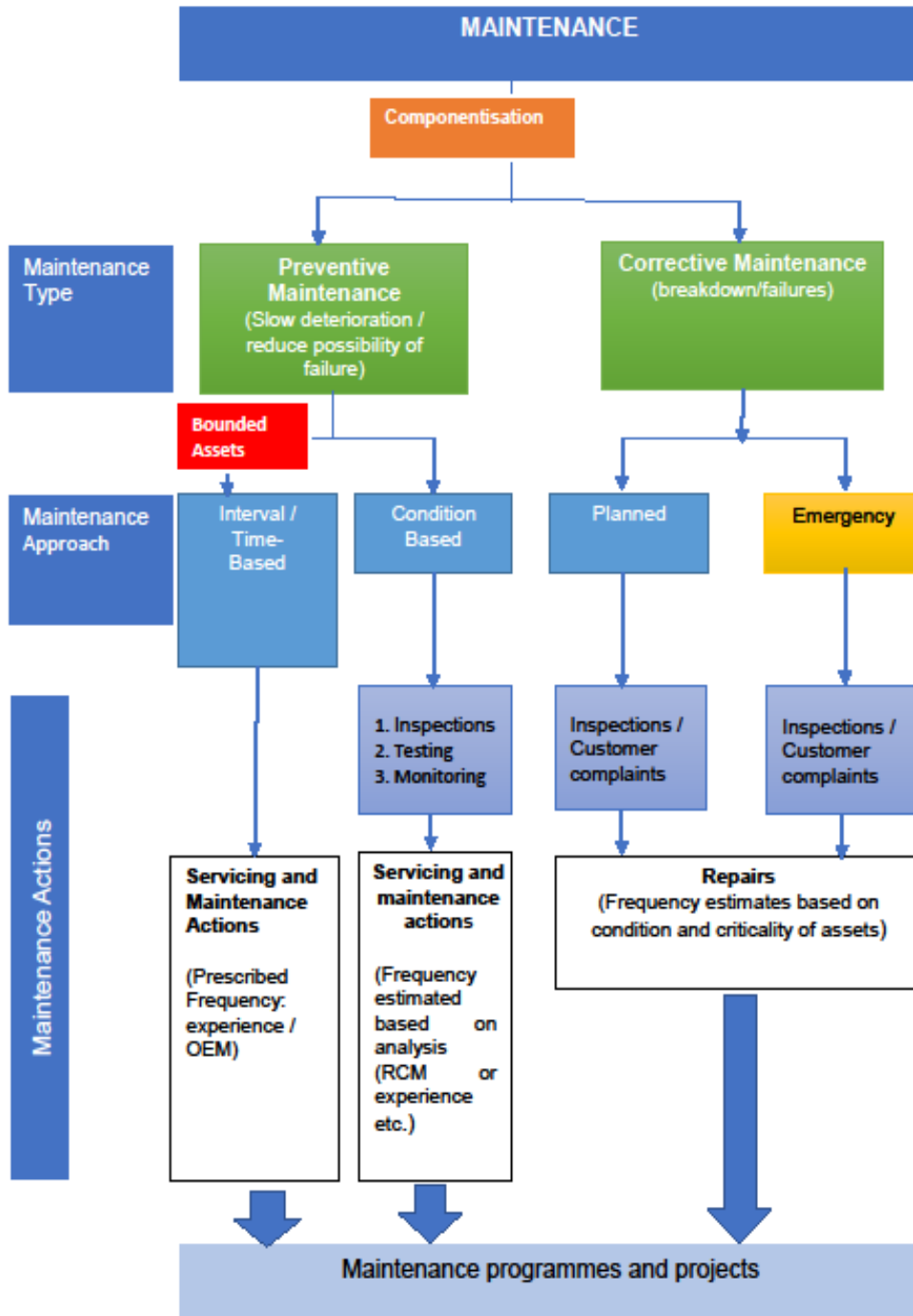


Figure 3: Maintenance Hierarchy



3.1. Principles and responsibility of Plant Maintenance

- 3.1.1. Maintenance shall as part of Asset Care, include preventative maintenance and corrective maintenance (breakdown) of complete installations (see the figure above on maintenance hierarchy).
- 3.1.2. As a principle the type of maintenance and the approach to maintenance is determined by component type, rather than for each component individually, unless there are specific unique requirements stated by the original equipment manufacturer (OEM).
- 3.1.3. The Service Provider is responsible for the maintenance of the components/ systems / complete installations including their subcomponents. Services and/or parts of the buildings and infrastructure shall all be complete installations shall be maintained to ensure reliable functioning and optimum service life thereof.

An example: maintenance of a power generator set (a component), shall include sub-components (engine and alternator) and comprise of replacement of filters, oil change, maintenance of alternator, electrical boards, etc., to ensure the generator set can function as a unit.

- 3.1.4. Treatment Plants shall be continuously operational and water supply systems shall be fully operational twenty-four (24) hours a day, seven (7) days a week unless a statutory / scheduled maintenance activity is being carried out.
- 3.1.5. The Service Provider shall ensure the general condition of all installations is in a good serviceable and optimal operating condition throughout the duration of the contract. The Service Provider shall, as part of demobilisation provide a close-out report, including the condition of each component.

3.1.6. Maintenance records and reports

- 3.1.6.1. The Service Provider **must allow costs for** and is responsible to provide and maintain hard-cover A4 maintenance files and excel electronic records for each installation for the duration of the Contract. All schedules, checklists, breakdown reports, preventative maintenance records, component replacement records and quarterly reports shall be filed and provided to the Project Leader/ Scientist/ Engineer.
- 3.1.6.2. Site maintenance records shall be electronically submitted prior to a monthly meeting and hard copies provided in the monthly meeting.

3.1.7. Maintenance Communication

The Service Provider **must allow costs for** and is responsible to provide a communication and complaint logging procedure as part of the maintenance control plan. The following requirement for maintenance communication apply;



- 3.1.7.1. The Service Provider shall establish a telephone, email and a cellular phone connection to ensure that he can be reached at any time.
- 3.1.7.2. The Service Provider shall primarily be responsible for determining the items requiring preventative and corrective maintenance, and shall communicate this information directly to his maintenance workforce.
- 3.1.7.3. Should the Project Leader/ Scientist/ Engineer or operating personnel of the End User determine or suspect that preventative, corrective or breakdown maintenance is required, a call shall be logged through the call centre to reach the Service Provider as soon as possible.
- 3.1.7.4. Mandatory response times are indicated further in the table below.
- 3.1.7.5. All complaints of the End User shall be reported to the Project Leader/ Scientist/ Engineer via the DPWI call centre, as set out in the maintenance control plan and the Project Leader/ Scientist/ Engineer shall issue written instructions to the Service Provider.
- 3.1.7.6. The breakdown registration / completion certificate form will be completed and send to the DPWI representative.
- 3.1.7.7. The Service Provider shall provide a quotation for maintenance work items to be executed and receive approval from the Project Leader/ Scientist/ Engineer.
- 3.1.7.8. Work executed without the approval of the Project Leader/ Scientist/ Engineer shall be on the account of the Service Provider.
- 3.1.8. **Maintenance Control Plan**
 - 3.1.8.1. The Service Provider is responsible for and **must allow costs for** the development and implementation of the maintenance control plan and must include the component / subcomponent, the area of installation, the frequency of routine maintenance / inspections and format of reports.
 - 3.1.8.2. The Service Provider shall, as part of maintenance responsibilities repair or replace faulty equipment upon logging of a breakdown within the down-time. The Service Provider shall not claim additional establishment costs. The Service Provider shall rectify any faulty condition of which he becomes aware if it has no cost implication, even if it has not been logged. Such rectification shall also be logged and listed in the quarterly report.
 - 3.1.8.3. maintenance quality control as part of the maintenance control plan to assist in ensuring that preventative and corrective maintenance are performed as described in the operating and maintenance manuals / as statutorily required.
 - 3.1.8.4. **Special testing of an installation:-**
 - 3.1.8.4.1. The Project Leader/ Scientist/ Engineer may at any time inspect any part of the entire installation. During maintenance work, the Project Leader/ Scientist/ Engineer shall at his discretion order special tests to be carried



out on complete installations at intervals of not less than four months, to verify the satisfactory functional condition of the installation.

- 3.1.8.4.2. The Project Leader/ Scientist/ Engineer reserves the right to select at random component equipment and trade practices to be tested by independent authorities for compliance with specifications as specified in this Contract document.
- 3.1.8.4.3. The Service Provider shall provide all equipment, tools and instruments required for testing.
- 3.1.8.5. Maximum maintenance down-time:-
- 3.1.8.5.1. The Service Provider shall be expected to minimise the maintenance down-time until the system component is fully operational to the satisfaction of the Project Leader/ Scientist/ Engineer. Should the Service Provider not respond within the maximum down-time, the Project Leader/ Scientist/ Engineer may arrange, at the cost of the Service Provider, for the necessary repair work to be done by others
- 3.1.8.5.2. The Service Provider shall respond to a breakdown registration by travelling to Site to evaluate the breakdown (scope of repair work), estimate the realistic downtime and provide feedback to the Project Leader/ Scientist/ Engineer.
- 3.1.8.5.3. Should breakdown time coincide with / be closer to a scheduled maintenance time, maintenance shall be combined and optimised to reduce travelling and labour costs. DPWI reserves the right to deduct maintenance and or labour costs deemed wasteful as a result.
- 3.1.8.5.4. Should the Service Provider not be able to complete the required repair work within the maximum down-time period allowed, it shall be his responsibility to obtain extension of down-time from the Project Leader/ Scientist/ Engineer. The written report shall clearly state the reasons for the extension, as well as the actual extension required.
- 3.1.8.5.5. Extension of down-time will only be granted by the Project Leader/ Scientist/ Engineer if:
- 3.1.8.5.5.1. The maximum down-time is deemed unreasonable in relation to the scope of the repair work required;
- 3.1.8.5.5.2. The delivery time of a new component / subassembly/ machine or spaces required for the repair of the defective component/ subassembly does not enable the Service Provider to successfully complete the repair work within the maximum breakdown down-time allowed.
- 3.1.8.5.6. Should the actual down-time exceed the maximum down-time the Service Provider shall be liable to a payment reduction for the difference between actual down-time and maximum down-time. This is reflected in the table below:



Table 5: Response times on maintenance

Item	Required maintenance	Maximum down-time allowed	Payment reduction if exceeded
T.5.1.	Fatal Breakdown (where specified)	Zero (Immediate Response)	R 2500/hour
T.5.2.	Emergency Breakdown	24 hours	R 2500/day
T.5.3.	Ordinary Breakdown	5 days	R500/day
T.5.4.	Operational damage repair	5 days	R500/day

3.2. Preventative Maintenance

3.2.1. Preventative (preventive) maintenance, for the purpose of this contract shall comprise of:

- 3.2.1.1. Condition-based maintenance (CBM);
- 3.2.1.2. Routine maintenance (RM);
- 3.2.1.3. Interval based (IB)

3.2.2. Condition-Based Maintenance (CBM)

- 3.2.2.1. CBM is part of predictive maintenance and monitors the actual condition of the assets via inspections, testing and monitoring to determine maintenance to be done before failure;
- 3.2.2.2. Implementation of CBM reduces corrective maintenance (breakdowns) – it is therefore expected that equipment failures / breakdowns during the contract will be minimised to 10% - 30% of the total maintenance;
- 3.2.2.3. Telemetry equipment, equipment sensors, visual inspections, non-invasive measurements, etc., provide condition data to determine maintenance to mission critical and non-mission critical assets in order of priority. Minor works improvements providing a benefit by reducing operating costs, providing early warning systems, reducing energy, increasing plant operational and water efficiency, etc., should be motivated for installation on a cost benefit analysis scale for possible approval by DPWI through the Project Leader/ Scientist/ Engineer;
- 3.2.2.4. Facility Condition Assessment (FCA) / Condition Assessment reports of components should be accompanied by detailed cost analyses for conversion to quotations and must be used to determine and implement CBM;
- 3.2.2.5. All CBM identified at the beginning of the contract must be completed not later than six (6) months and invoiced within eight (8) months after the date of appointment of SP;



- 3.2.2.6. The Service Provider must appoint a maintenance manager with requisite trade qualifications and track record in management of treatment plant maintenance, a Millwright and an Electrician (with trade certificates), including skilled and semi-skilled personnel (with certificates), to ensure the majority of condition-based maintenance and oversee routine maintenance throughout the duration of the contract;
- 3.2.2.7. Residual CBM shall be performed by specialised maintenance contractors;
- 3.2.2.8. The Service Provider **must allow costs for** and is responsible to execute and / or facilitate CBM by providing material inclusive of profit and attendance as part of detailed invoice claims, providing copies of suppliers purchase invoice as follows;
- 3.2.2.8.1. Condition-based material (Provisional);
- 3.2.2.9. The Service Provider **must allow costs for** and is responsible to execute and / or facilitate Condition Based Maintenance and as shared services for interval-based maintenance, provide labour with trade test qualifications for skilled personnel inclusive of all statutory costs, Personal Protective Equipment (PPE), profit and attendance and employee incentives throughout the duration of the contract as follows;
- 3.2.2.9.1. Maintenance Manager;
- 3.2.2.9.2. Millwright;
- 3.2.2.9.3. Electrician;
- 3.2.2.9.4. Semi-skilled;
- 3.2.2.9.5. General worker
- 3.2.2.9.6. Other (Specify: _____)
- ** Personnel for CBE shall also provide maintenance shared-services for interval-based maintenance and mentoring of EPWP personnel;**
- 3.2.2.10. The Service Provider **must allow costs for** and is responsible to execute and / or facilitate CBM by providing specialised sub-contractors for specialised maintenance inclusive of attendance for maintenance (profit) and as part of detailed invoice claims, providing copies of suppliers purchase invoice as follows;
- 3.2.2.10.1. Specialised sub-contractor services for CBM (Provisional);
- 3.2.2.10.2. Profit and attendance of specialised services for CBM (%);
- 3.2.2.11. The Service Provider **must allow costs for** and is responsible to execute and / or facilitate CBM by providing specialised equipment hire and tools. The Service Provider shall provide a comparative quotation from reputable equipment hiring companies where equipment is owned by their firm / company – claims shall only be restricted to equipment hire only in this case. A detailed invoice for equipment hire inclusive of attendance for maintenance (profit) / ownership use must be submitted with a hire company invoice / comparative quotation as follows;



- 3.2.2.11.1. Equipment hire for CBM (Provisional);
- 3.2.2.11.2. Profit and attendance of equipment hire for CBM (%);
- 3.2.3. Routine and interval-based maintenance (RIM)**
 - 3.2.3.1. Routine and interval-based maintenance are combined in this section to optimise the maintenance of the installations, systems and equipment;
 - 3.2.3.2. The majority of routine maintenance identified from the O&M manual's daily tasks checklists should be secured for EPWP beneficiaries and the local labour employment;
 - 3.2.3.3. The Service Provider **must allow costs for** and is responsible to execute and / or facilitate **RIM** by providing **material** inclusive of profit and as part of detailed invoice claims, providing copies of suppliers purchase invoice where rates of material were not provided and agreed on prior to the contract as follows;
 - 3.2.3.3.1. Fire protection system (Fire extinguishers, hoses, hydrants, sprinklers, & detection where applicable);
 - 3.2.3.3.2. Main water network
 - 3.2.3.3.3. Spares and lubricants for electromechanical equipment (Service Provider to submit as comprehensive a list as possible with cost estimates prior to the award of the contract OR within a month of the award of the contract for management of contract – Sum);
 - 3.2.3.3.4. Material for infrastructure (Sum);
 - 3.2.3.3.5. Material for grounds (Sum).
 - 3.2.3.4. The Service Provider **must allow costs for** and is responsible to execute and / or facilitate **RIM** by providing **labour** inclusive for maintenance of components (building structures, plant, equipment and grounds) and all statutory costs, Personal Protective Equipment (PPE), profit and employee incentives throughout the duration of the contract as follows;
 - 3.2.3.4.1. EPWP Supervision (costing under EPWP);
 - 3.2.3.4.2. Groundsmen;
 - 3.2.3.4.3. General worker (costing under CBM);
 - 3.2.3.4.4. Other (Specify: _____)
 - 3.2.3.5. The Service Provider **must allow costs for** and is responsible to execute and / or facilitate **RIM** by providing **servicing and control of electromechanical equipment and tools**.
 - 3.2.3.5.1. Servicing and control of electromechanical equipment (Sum);
 - 3.2.3.6. Routine and Interval-based (**RIM**) maintenance work shall be based on the O&M Manual as some of the tasks to be performed and executed shall include, but not be limited to the items listed below. The tendered rate shall include full compensation for all material, plant and labour required in order to perform such maintenance to the satisfaction of the Project Leader/ Scientist/ Engineer.



Table 6: Repair of water distribution pipe

	Routine Preventative Maintenance item description	Maintenance Frequency
T.6.1.	Visually inspect and report on complete system	Monthly
T.6.2.	Log all water meter readings	Monthly
T.6.3.	Log all pressure gauge readings	Monthly
T.6.4.	Check, inspect, report and repair leaks/replace rotten pipes where required	Monthly
T.6.5.	Sample water supply and chemical analyses to be provided by approved company	Monthly
T.6.6.	Water storage tanks to be emptied, cleaned out, inspected, repaired and resealed where necessary	Annually
T.6.7.	Clean out all strainers	Monthly
T.6.8.	Check, inspect, repair or replace all bracketing systems.	Four monthly
T.6.9.	Paint repairs to piping, fitting and equipment	Annually

Table 7: Repair of existing pipes

No.	Routine Preventative Maintenance item description	Maintenance Frequency
T.7.1.	Visually inspect and report on complete system	Monthly
T.7.2.	Remove slit, debris and loose lime deposits from within pipelines where required by scouring	Annually
T.7.3.	Do general cleaning in areas where leakage has occurred	Six Monthly

Table 8: Repair of existing fittings

No.	Routine Preventative Maintenance item description	Maintenance Frequency
T.8.1.	Replace all valve gaskets, gland packings and seals	Annually
T.8.2.	Check, inspect, service, repair, and readjust all pressure reducing valves	Annually
T.8.3.	Check, inspect and test operation of all valves on site	Every four months
T.8.4.	Check, inspect, service, test, and repair/replace all safety and expansion release valves	Every six months
T.8.5.	Check, inspect, service, test, and repair/replace all air release valves and vacuum breakers	Every four months
T.8.6.	Check, service, repair or replace all ball float valves	Every six months
T.8.7.	Check, inspect, test, service, and repair/replace all non-return valves	Every four months



Table 9: Repair of existing structures

Item	Routine Preventative Maintenance item description	Maintenance Freq.
T.9.1.	Visually inspect and report on all water related distribution structures	Monthly
T.9.2.	Clean out structures of debris	Every six months

Table 10: Clear water pump

Item	Routine Preventative Maintenance item description	Maintenance Freq.
T.10.1.	Visually inspect and report on complete system	Monthly
T.10.2.	Check, service, repair, and clean all pumps	Every six months
T.10.3.	Corrosion protect pumps, motors, and surface piping	Once per contract
T.10.4.	Check, inspect, report, and repair all leaks	Monthly
T.10.5.	Check and lubricate moving parts	Every four months

Table 11: Main Sewers

Item	Routine Preventative Maintenance item description	Maintenance Freq.
T.11.1.	Visually inspect and report on complete installation	Monthly
T.11.2.	Check, inspect, repair, or replace all manhole covers and frames and builder's work to manholes	Every four months
T.11.3.	Check, inspect, and repair manhole benching	Every four months
T.11.4.	Check, inspect, repair, or replace all inspection eye, end caps, and cleaning eye covers	Every four months
T.11.5.	Check, inspect, report, and unblock any blockage that occurs.	Monthly
T.11.6.	Check, inspect, repair, or replace, and clean out all equipment traps	Monthly
T.11.7.	Paint repairs to surface piping and equipment	Annually
T.11.8.	Survey and resultant repairs and unblocking off all main sewer lines	Annually
T.11.9.	Check, inspect, repair, or replace sewer pipes where necessary to always maintain good working condition	Every four months

3.2.3.7. Inlet works

The routine maintenance work to be performed and executed shall include, but not limited to the items listed in table below.

These actions and findings shall be logged and reported on the relevant approved schedules and reports.

Table 12: Inlet works

Item	Routine Preventative Maintenance item description	Maintenance Frequency
T.12.1.	Check, repair, or service drum screen and press	Every four Months
T.12.2.	Clean flow rate measurement device	Monthly
T.12.3.	Calibrate flow rate measurement device and provide a calibration certificate	Annually



3.2.3.8. Flow rate measurement

The Service Provider shall be responsible for the proper performance of flow measurement devices.

- 3.2.3.8.1. To ensure a perfect functional condition, the flow measuring devices shall be cleaned monthly and calibrated annually;
- 3.2.3.8.2. The measuring device shall be calibrated regularly by a manufacturer's representative according to his specification;
- 3.2.3.8.3. Apart from regular calibration, the Service Provider shall keep records of flow measurements to establish base line data that will be used for future monitoring and periodic maintenance calibration;
- 3.2.3.8.4. In case of flow measuring device failure, the service provider must implement alternative ways to measure flow and keep records.

3.2.3.9. Pumping Equipment

- 3.2.3.9.1. All wastewater pumping equipment and systems shall be serviced and repaired, to maintain it in perfect functional condition. Maintenance shall be carried out and shall include RIM according to the manufacturer's specification to be set out in the operating and maintenance manual, CBM as ascertained from the Condition Assessment, as well as Corrective maintenance work or replacement.
- 3.2.3.9.2. The RIM work to be carried out shall include, but not limited to the items listed on the table below;

Table 13: Pumping Equipment

Item	Routine Preventative Maintenance item description	Maintenance Frequency
T.13.1.	Check oil level and presence of water in oil	After first 20 running hours. Thereafter every 6 months or 500 running hours, whichever comes first
T.13.2.	Replace oil	Annually, or if no longer transparent
T.13.3.	Refresh grease in main bearing	Every 10 000 running hours
T.13.4.	Check cable entry into pump for leakage	Quarterly
T.13.5.	Remove inspection plug to check for response of water in motor housing	Quarterly

These actions and findings shall be logged on the relevant approved schedules and reports.

3.2.3.10. Aerators

Maintenance shall include:

- 3.2.3.10.1. Replacing of components, equipment, or material.
- 3.2.3.10.2. Routine checking of aerators and timers to maintain dissolved oxygen levels.



- 3.2.3.10.3. Servicing of bearings, gearboxes, and motors.
- 3.2.3.10.4. Aerator shafts and discs.
- 3.2.3.10.5. General corrosion protection.
- 3.2.3.10.6. Check all electrical switchgear and connections.
- 3.2.3.10.7. Cleaning outflow channels, drainpipe work, bypass pipe work, inspection manholes, collection chambers, and all other hydraulic structures and units.
- 3.2.3.10.8. Supernatant return from the sludge lagoon daily and maintain the return pump system.
- 3.2.3.10.9. Maintain adjustable overflow weirs in biological reactors.
- 3.2.3.10.10. Maintain waste activated sludge system
- 3.2.3.10.11. Maintain cat walks and ladders in a safe and serviceable condition.
- 3.2.3.10.12. Maintain sludge return system on ensure continuous sludge return at the correct ratio.

3.2.3.11. Sludge Treatment and Disposal

The following specific requirements shall form part of the maintenance responsibilities but shall not be limited to the scope or content of the work and responsibilities.

3.2.3.12. Anaerobic sludge digestion

Anaerobic sludge digestion depends on the process microbiology to convert a mixture of sludge into various end products that include methane (CH₄) and carbon dioxide (CO₂). The process can be described as three biochemical steps:

- 3.2.3.12.1. Hydrolysis involves enzyme-mediated transformation of high-molecular mass compounds suitable for use as a source of energy and cell carbon.
- 3.2.3.12.2. Acidogenesis involves bacterial conversion of compounds, transformed in the first reaction, into organic fatty acids and alcohols (such a methanol) and other intermediate compounds that are more readily digested by the End Users.
- 3.2.3.12.3. Methanogenesis involves bacterial conversion of intermediate compounds to methane and carbon dioxide.

To maintain the process briefly described above, the "acid production stage" must not proceed faster than the gas (methane) production stage. Causing the pH drop. Although methanogenic bacteria convert acids, they cannot function in an environment with a pH of less than 6,2. The pH of the water/sludge mixture in the digester must be maintained as close as possible to natural (pH = 7,0). Values outside the range of 6,6 < pH < 7,6 will not be acceptable. Alkalinity in the form of hydrated lime, Ca(OH)₂ may be used in anaerobic digesters to maintain a pH equal to 7.

3.2.3.13. Sludge mixing mechanism

Mixing of the contents of the digesters shall be aimed at increasing the rate of sludge stabilisation, preventing cementing of sludge against the digester walls and bottom, and breaking up of scum layers. Digester sludge shall be released to flow into the raw



sludge pump system and back into the digester for a continuous period of eight hours twice a week, preferably on Fridays and Tuesdays.

3.2.3.14. Digested sludge withdrawal

Digested sludge shall be withdrawn daily according to the amount of raw sludge and humus added to the digester.

3.2.3.15. Supernatant liquor withdrawal

3.2.3.15.1. Supernatant liquor separates from digesting sludge during periods of no mixing. Supernatant liquor shall be withdrawn immediately prior to commencement of the mixing process.

3.2.3.15.2. Supernatant liquor shall be withdrawn by first opening the valve of the topmost withdrawal line. On withdrawing all liquor above the outlet level to the topmost line, the valve on the centre line shall be opened. On withdrawing all liquor above the outlet level to the centre line, the valve on the bottommost line shall be opened.

3.2.3.15.3. Opened valves shall be closed if, instead if supernatant liquor, sludge starts flowing out.

3.2.3.16. Sludge (waste) management plan

A service provider is required to develop and deal with sludge handling and management in all wastewater treatment works. To consult the nearby farmers on sludge handling and disposal. Develop a best practice on the safe and beneficial re-use of sludge. Dried sludge is to be removed once a month from sludge beds. Sludge is to be tested to be deemed safe for re-use in compost or fertilizer, etc. Water Research Commission (WRC) guidelines for the utilisation and disposal of wastewater sludge may be consulted for detailed sludge management procedures.

A sludge bed shall be filled with sludge for a period of a month. After that the sludge shall be left for three months to dewater. Dried sludge shall be removed every month from one of the sludge drying beds.

Sludge shall be removed once a month by a Service Provider either to:

3.2.3.16.1. The composting grounds, to be mixed with fertiliser, etc. or

3.2.3.16.2. A commercial dumping site suited for sludge disposal.

Maintenance responsibilities shall include:

3.2.3.16.3. Replacing the of dysfunctional components, equipment, or material

3.2.3.16.4. Digester sludge mixing according to prescription

3.2.3.16.5. Digested sludge withdrawal to sludge drying beds according to mixed sludge (raw sludge, humus, scum) production and intake

3.2.3.16.6. Supernatant liquor withdrawal

3.2.3.16.7. Maintaining a natural pH in the digester sludge

3.2.3.16.8. Removing dried sludge and disposal at location approved by Project Leader/ Scientist/ Engineer



- 3.2.3.16.9. Corrosion protection of all components of the sludge treatment system.
- 3.2.3.16.10. Any other work and rectifying measures necessary to maintain an anaerobic sludge treatment process and the dewatering of digested sludge.

3.2.3.17. Maturation Ponds

Maintenance of maturation ponds shall include all work necessary to maintain water quality about aquatic growths. Aquatic growths shall be removed manually and despoised of with dried sludge. Maturation pond outlet structures, weirs, and emergency outlets, as well as all pipework and channels interconnecting ponds and other units (such as sedimentation tank inlet pipes or effluent recycle outlet channels) shall be maintained clean, neat and in a perfect functional condition. The regular cleaning of the surface of the ponds and removal of artificial solids form part of the maintenance work.

3.2.3.18. Valves and Sluice gates

Maintenance shall include all repair work, replacing of components, fixing leaks, routine setting (of flow rates etc.), corrosion protection, and all other necessary to maintain valves and sluice gates in a perfect functional condition.

3.2.3.19. Cleaning, servicing and desilting of water tanks / reservoirs

Tanks / reservoirs shall be annually desilted to increase holding capacity and remove accumulated organic, non-organic material and nutrients providing growing conditions for aquatic weeds and algae. The removed silt should be tested for viability of use and beneficiation in agricultural use owing to minerals in it. Maintenance shall include all repair work, replacing of components, fixing leaks, etc.

3.2.3.20. Drinking Water Processes

3.2.3.20.1. Raw Water Abstraction / Raw Water Intake

3.2.3.20.1.1. As part of operations and maintenance, the service provider must allow costs to ensure no water loss occurs between the point of water abstraction to the water care facility. The Service Provider shall be open to engage with the officials of the Department of Public Works & Infrastructure, Water & Sanitation and Environment, Forestry & Fisheries on water resource management plans in order to ensure the sustainable use of water to avoid water abstraction depleting water from the environment faster than the environment may recover.

3.2.3.20.1.2. The following equipment must be maintained and cleaned according to stipulated guidelines (not limited to); raw water pumps, conveyance system (e.g. canal), flow meters, screens, etc.



3.2.3.20.1.3. Water pollution which poses a serious threat to public health and aquatic life such as oil spillages are to be reported to the relevant authorities immediately in line with the Incident Management Protocol.

3.2.3.20.2. Raw Water Storage

The service provider shall ensure that the area where raw water is stored is maintained, kept clean and any noticeable pollution is removed from the area.

3.2.3.20.3. Coagulation

3.2.3.20.3.1. In order to ensure coagulants are mixed into the water during treatment, mixers must be operational and maintained as per manufacturer's guidelines, and assessed for mechanical and power failures that may occur and resolved accordingly.

3.2.3.20.3.2. A variety of chemicals as listed below maybe used to achieve coagulation during water treatment (in as far as the chemicals used are approved by the SABS) and must be used in appropriate amounts (correct dosing) in relation to the raw water source to ensure excellent water quality and public health safety;

- (a) Aluminium sulphate
- (b) Aluminium polymers
- (c) Ferric chloride
- (d) Flocculation aids
- (e) Hydrated lime
- (f) Polymeric coagulants

3.2.3.20.4. Sedimentation

3.2.3.20.4.1. The service provider must ensure an even inflow, distribution of flocculated water into tanks, observe flows and the nature of flocs. If it is evident that a flow distribution problem exists, the service provider must investigate possible causes such as blockages in channels or inlet pipes and clean as necessary.

3.2.3.20.4.2. The service provider must allow costs for scraping mechanisms and moving bridges to function properly, where maintenance is carried out according to schedule to ensure proper functioning. Regular visual inspections are a requirement to detect possible mechanical problems.

3.2.3.20.4.3. If mechanical problems occur, the equipment must be stopped and maintenance staff called in to maintain promptly. Sludge must be pumped regularly from the tank according to operating instructions. If sludge is left too long in the tank, it may become too thick and cause pump problems. Alternatively, settled sludge may be entrained and cause a deterioration in settled water quality. If sludge is pumped too



frequently, the sludge may become very thin, resulting in high water losses and rapid filling of sludge dams or lagoons.

3.2.3.20.4.4. The sides and overflow weirs of the sedimentation tanks must be kept free from algal and other growths by regular brushing and cleaning as algal growths may cause taste and odour problems. The turbidity of the overflow from each tank must be determined on a regular basis. If the turbidity exceeds set values, the cause for poor performance must be determined and corrective action taken.

3.2.3.20.4.5. Possible causes such as an increase in inflow, increased production or problems with flow distribution between tanks must be determined and rectified immediately. In case of poor performance in sedimentation tanks, the service provider will be required to check inflow volume, calculate upflow velocity, check inflow distribution, coagulation, flocculation and correct where necessary.

3.2.3.20.5. Filtration

3.2.3.20.5.1. In order to ensure optimised filtration, coagulation and flocculation pre-treatments must be efficient. Filters are to be used for the calculated/ recommended and/or specified duration of time. The service provider will be expected to monitor individual outlets of all the filters to ensure filters are contributing to a high water quality standard in order to identify any problem filters. The manual sampling of filters (by testing for turbidity) should be every two hours to establish an understanding of filter performance. Flow rates are to be monitored and recorded for traceability.

3.2.3.20.5.2. The service provider will be expected to maintain backwashing pumps and their respective flow rates with a backwash flow meter as stipulated by guidelines outlined in this document. A filter that has been taken out of operation should be washed immediately after removal. Whenever a filter run is interrupted, it must be backwashed before it is placed back into service. This is to prevent the decomposition of the specific deposit which may lead to unwanted odour and taste.

3.2.3.20.5.3. When a filter is taken out of service for media sampling or other testing, the tests must be performed as soon as possible and the filter must be washed immediately after the tests have been performed. For a filter that is out of service for a short period or a few days, the general rule is that the water level in the filter basin must remain approximately 100 mm above the media surface. The media should not be exposed and allowed to dry out, unless called for by tests that have to be performed.

3.2.3.20.5.4. Frequent lubrication (in the case of blowers) or entrainment of filter sand from a backwash sump (in the case of backwash pumps) is required to delay deterioration of equipment. Inspections are to be done regularly on valves on the backwash and air manifolds shut properly every time.



3.2.3.20.6. Disinfection

- 3.2.3.20.6.1. Frequent sampling is required up to the point of consumption to determine the success of disinfection and to calculate the depletion of the disinfectant on an ongoing basis. The monitoring programme must include determinations for both the disinfectant concentration and microbiological quality.
- 3.2.3.20.6.2. Provision must be made to adjust disinfectant concentration when there are rapid changes in raw water quality and possibly also during the different seasons if there is a significant difference in the seasonal water temperature or quality. Accurate control of disinfectant dosages and concentrations are important to ensure effective disinfection, to minimise disinfection byproduct, prevent overdosing in the case of chemical compounds that may lead to offensive taste or odours.
- 3.2.3.20.6.3. When handling chlorine and connections to chlorine containers, all necessary precautions must be taken and the required personal protective equipment be worn at all times. Accidental spills or leaks must be contained and cleaned up using recommended methods in accordance with legal and safety requirements.
- 3.2.3.20.6.4. All chlorine-dosing systems, irrespective of the chlorine compound or the type of dosing equipment selected, require regular maintenance including any problems that may arise such as; blockages of small-bore sodium hypochlorite, dosing lines and corrosion of chlorinators or equipment that comes into contact with chlorine compounds or vapours.

3.2.3.20.7. Storage

- 3.2.3.20.7.1. The service provider will be responsible for monitoring water levels of reservoirs tanks and reporting levels to the End User representatives at the times and frequencies agreed upon collectively by the service provider, the End User and DPWI Project Leader.
- 3.2.3.20.7.2. Reporting water levels is crucial, especially to all Department of Correctional Services' facilities. A service provider shall allow costs for the instatement of temporary relief measures for water level recovery should there be an error or malfunction in the standard or set processes of water provision.

3.2.3.20.8. Distribution

- 3.2.3.20.8.1. The water distributed to the End User must be clean and of high quality at all times. The service provider and the End User are to collaborate their efforts in identifying any leaks (minor or major) resulting in water loss that occur along the water distribution system. The service provider must immediately report identified leaks to the End User and to the relevant DPWI Project Leader.



3.2.3.20.8.2. Any plumbing breakages and/or malfunctions (i.e. valves, pipe, blockages, etc.) along the distribution system within the treatment plant shall be the liability and responsibility of the appointed service provider. The service provider must allow costs for water stabilisation prior to distribution. Any damages that result from untreated or incorrectly treated water are the liability of the service provider i.e. illness, extensive fouling, corrosion, and aggression.

3.3. Corrective Maintenance (Breakdowns)

3.3.1. Operational equipment breakdowns' procedures

The Service Provider will be requested to:

- 3.3.1.1. Report the fault or breakdown of any asset or equipment with its serial and/or CIN to the Project Leader/ Scientist/ Engineer;
- 3.3.1.2. All claims made by the service provider to the Department of Public Works and Infrastructure must be accompanied by the serial and/or identification number of the asset or equipment repaired or replaced;
- 3.3.1.3. Perform work, using rates bid for the supply, delivery and installation of material forming part of the repair work schedule, within the maximum downtime allowed for operational damage, where the Project Leader/ Scientist/ Engineer rules that the damage has been caused by incorrect operation;
- 3.3.1.4. Submit one (1) quotation for repair and/or replacement of the damaged unit, where rates bid are not available and where the Project Leader/ Scientist/ Engineer rules that the damage caused is operational;
- 3.3.1.5. Perform the work on receipt of an order from the Project Leader/ Scientist/ Engineer, within the time provided as part of the quotation;
- 3.3.1.6. Notify the Project Leader/ Scientist/ Engineer well in advanced of completion of the repair work in order to enable inspection, and;
- 3.3.1.7. Refrain from claiming additional establishment costs for such work. The responsibility of determining whether damage to the installation was caused by people other than employees or associates of the Service Provider shall rest with the Project Leader/ Scientist/ Engineer.
- 3.3.1.8. Operational damage caused by the employees, suppliers, subcontractors, etc. of the Service Provider, shall be repaired by the Service Provider at his own cost.

3.3.2. Corrective Maintenance (CM) Material

- 3.3.2.1. The Service Provider is required to undertake timely execution of time-based (interval-based preventative maintenance) and condition-based maintenance to prevent corrective maintenance resulting in asset failures;
- 3.3.2.2. The Service Provider must urgently escalate to the Project Leader/ Scientist/ Engineer an asset failure ascribed to being beyond economic repair, reaching End of Useful Life and over / incorrect use amongst



others, requiring Corrective Maintenance (CM) to restore it to perform its required function;

3.3.2.3. Maximum maintenance down-time on Emergency Corrective Maintenance:-

3.3.2.4. The Service Provider shall be expected to minimise the maintenance down-time on CM until the system component is fully operational to the satisfaction of the Project Leader/ Scientist/ Engineer. Should the Service Provider not respond within the maximum down-time as below, the Project Leader/ Scientist/ Engineer may arrange, at the cost of the Service Provider, for the necessary repair work to be done by others and penalties shall be levied:

Table 14: Response times on Emergency Breakdown

Item	Required maintenance	Maximum down-time allowed	Payment reduction if exceeded
T.13.6	Fatal Breakdown (where specified)	Zero (Immediate Response)	R 2500/hour
T.13.7	Emergency Breakdown	24 hours	R 2500/day

3.3.2.5. The service provider must allow costs for and is responsible for supply, delivery to site, commissioning and installation of all CM material, spare parts, subcomponents and appurtenances necessary for the complete maintenance of each installation and as part of detailed invoice claims, provide copies of suppliers purchase invoice as follows;

3.3.2.5.1. Corrective maintenance material (Provisional);

3.3.2.5.2. Profit on CM material (%);

3.3.2.6. Invoices received from SPs without the supporting evidence of suppliers' purchase invoices shall not be paid and will be and returned to the Service Provider.

3.3.2.7. The Service Provider shall inform the Project Leader/ Scientist/ Engineer of all scheduled deliveries of materials to formally arrange official hand-over with the End User. The Service Provider shall cede any supplier's or factory guarantee of repaired or replaced components to the Employer to ensure that such guarantees are not jeopardised in any way. All workmanship, materials and components used for breakdown repair shall be guaranteed for a minimum three (3) months.

3.3.3. Corrective Maintenance (CM) Labour

3.3.3.1. The Service Provider must allow costs for and is responsible to provide labour in the form of skilled, trained (with mechanical, electrical or electromechanical trade certificates) and support personnel for Emergency execution for CM at all hours of the day / 7 days a week, as



and when an emergency arises, inclusive of all statutory costs, Personal Protective Equipment (PPE), profit and employee incentives throughout the duration of the contract as follows:

- 3.3.3.1.1. Artisan Foreman (Rate only);
 - 3.3.3.1.2. Artisan (Rate only);
 - 3.3.3.1.3. Semi-skilled / Artisan Assistant (Rate only);
 - 3.3.3.1.4. Unskilled / General Labourer (Rate only);
 - 3.3.3.1.5. Other (Specify: _____)
- 3.3.3.2. The Service Provider must endeavour to reduce and avoid occurrence of Emergency breakdowns and ensure false alarms are identified before attending to an emergency / deemed emergency. On average, no more than one (1) emergency breakdown per site should occur with preventative (condition-based and interval / routine) maintenance in place. It is therefore estimated an average of 3hrs/ per employee / per site/ per month shall be consumed as corrective maintenance labour.

3.3.4. Corrective Maintenance Equipment

- 3.3.4.1. The Service Provider **must allow costs for** and is responsible to execute and / or facilitate **Corrective Maintenance (CM)**, by providing **specialised equipment hire** and tools except where otherwise provided. The Service Provider shall provide a comparative quotation from reputable equipment hiring companies where equipment is owned by their firm / company – claims shall only be restricted to equipment hire only. A detailed invoice for equipment hire inclusive of attendance for maintenance (profit) / ownership use must be submitted with a hire company invoice / comparative quotation as follows:

- 3.3.4.1.1. Vibrating Compressor, static mass 0.5t (Rate);
- 3.3.4.1.2. Compressor 10.3 m³/min, incl tools & hoses (Rate)
- 3.3.4.1.3. 50mm Water pump and hoses (Rate)
- 3.3.4.1.4. Profit and attendance of equipment hire for CM (%).

3.3.5. Corrective Maintenance (CM) Transport

Allowance for the transport rate should include fuel, maintenance, capital cost, insurance, depreciation and travel time.

- 3.3.5.1. The Service Provider **must allow a rate for** and is responsible to execute and / or facilitate **Corrective Maintenance (CM)**, by providing **transport** for conveying material, accessing the site and attending to emergencies as required. The travel distance to each site shall be measured from the following base locations:



Table 15: Base stations for corrective maintenance

Item	Destination	Base location	Allowable Kilometres
T.13.8.	Middledrift Correctional Centre	King William's Town (Qonce) Post Office: McLean Square	40km (return: 80km)
T.13.9.	Debenek Police Station	King William's Town (Qonce) Post Office: McLean Square	25km (return: 50km)
T.13.10.	Healdtown Police Station	Fort Beaufort Post Office: 6 Market Street	5km (return: 10km)
T.13.11.	Bulembu Air Wing	King William's Town (Qonce) Post Office: McLean Square	20km (return: 40km)
T.13.12.	Grahamstown Military Base	Grahamstown (Makana) Post Office: 94 Hill Street	5km (return: 10km)
T.13.13.	Fort Brown Police Station	Grahamstown (Makana) Post Office: 94 Hill Street	35km (return: 70km)
Total			130km (return: 260km)

3.3.5.1.1. One (1) tonne pick-up (Rate);

3.3.5.1.2. Five (5) tonne truck (Rate);

3.3.5.2. On average, no more than two (2) emergency breakdowns per site, per month should occur with preventative (condition-based and interval / routine) maintenance in place. It is therefore estimated an average of 520km / month shall be travelled to attend to corrective maintenance.



Part 4: Penalties & Incentives Scheme



4.1. Penalty Scheme: General

- 4.1.1. Notwithstanding the Conventional Penalties Act (Act No. 15 of 1962), water pollution violates sections of National Water Act and the National Environmental Management Act and attracts fines of up to R10million as it poses a huge health risk to human beings and animals, further leading to environmental degradation;
- 4.1.2. The administration of penalties is the responsibility of the Project Leader in consultation with the Head of Facilities Management (FM) to execute as part of contract management;
- 4.1.3. The Project Leader's responsibility is to conduct site visits, determine areas of non-compliance and expressly stipulate in writing to the Service Provider, the penalty in respect of the delay / defect;
- 4.1.4. A liability for performance deduction shall be levied on the Service Provider for delay or failure to perform any services, or failure to perform to the required standard and / or terms of reference;
- 4.1.5. The Project Leader shall calculate penalties in advance and where not practical, inform the Service Provider within three (3) working days on receipt of the invoice, consult with the Head of FM for decision-making and inform the Service Provider within five (5) working days, of the intention to apply penalties;
- 4.1.6. The Service Provider shall, within a period of five (5) working days of receipt of the "intention to apply penalties" above, confirm acceptance or object in writing to the Head of FM through the Project Leader, subsequent to which a final, rational decision shall be made by the Head of FM and communicated to the Service Provider within a further period of five (5) working days;
- 4.1.7. The dispute on penalties should not unnecessarily delay the payment of the current invoice. If the dispute remains unresolved for a period exceeding seven (7) working days after letter of objection from the Service Provider:
 - 4.1.7.1. Penalties for the current month can be carried over to the invoice of the subsequent month if the penalty is likely to be withdrawn; OR,
 - 4.1.7.2. A payment reduction equal to the penalty can be effected as a part payment, pending the final decision if the penalty is likely to be upheld.
- 4.1.8. The Service Provider should endeavour to deliver timely, quality services to avoid penalties and only submit legitimate requests for suspension or waiving of penalties, wherein the intention is to dispute the liability giving rise to the penalty not the procedural application of the penalty.
- 4.1.9. Penalties shall escalate at the rate in conjunction with the contractual price adjustments and escalation cap.
- 4.1.10. *****NB!** Data / information overlap exists between O&M Manuals, Green / Blue Drop requirements, Condition Assessments, Asset Registers, Maintenance, etc., in the event the penalties are overlapping, the Project Leader shall select penalties of a higher amount / value as a risk management tool.

4.2. Penalty sections

4.2.1. Incident Management Protocol non-compliance penalty

Table 16: Incident Management Protocol non-compliance

Item	Incident Management Protocol (IPM) non-compliance	Description	Payment reduction
T.16.1.	IPM not implemented within 1 st month of site handover	Not in place, partially in place or protocols not in accordance with DWS requirements	R 15 000
T.16.2.	IPM not implemented within 2 nd month of site handover	Not in place, partially in place or protocols not in accordance with DWS requirements	R 20 000
T.16.3.	IPM not implemented within 3 rd month of site handover	Stoppage of work, breach of contract and consideration of termination of contract	R 25 000

4.2.2. Invoice non-compliance penalty

Table 17: Non-compliant invoice

Item	Non-compliant invoice	Description	Payment reduction
T.17.1.	1 st non-compliant invoice	Non-compliant invoices shall commence after the 3 rd month of acceptance of tender	R 500
T.17.2.	2 nd non-compliant invoice	Admin / handling and postage	R 750
T.17.3.	3 rd non-compliant invoice and subsequent	Admin / handling and postage	R1 000

4.2.3. Maintenance Programme, Financial and Performance Reports

Table 18: Non-compliant maintenance programme, finance and performance reports

Item	Maintenance programme, finance and performance reports non-compliance	Description	Payment reduction
T.18.1.	Submission of preliminary reports during the first (1 st) month	<ul style="list-style-type: none"> Includes budget projections, financial expenditure reports, progress reports, meeting minutes and records, etc. Compliance within the first month 	R 5000 / month
T.18.2.	Submission of operational reports on a monthly basis	<ul style="list-style-type: none"> Includes budget projections, financial expenditure reports, progress reports, meeting minutes and records, etc. Submission on a monthly basis 	R 5000 / month



4.2.4. Componentised Asset Register non-compliance

Table 19: Componentised Asset Register non-compliance

Item	Componentised Asset Register non-compliance	Description	Payment reduction
T.19.1.	Not submitted within 3months of site handover	Submitted but not in a compliant format, non-submission, partial submission	R 15 000
T.19.2.	Not submitted by the 4 th month of site handover	Submitted but not in a compliant format, non-submission, partial submission	R 20 000
T.19.3.	Not submitted by the 5 th month of site handover	Stoppage of work, breach of contract and consideration of termination of contract	R 25 000

4.2.5. O&M manual non-compliance

Table 20: O&M manual non-compliance

Item	O&M manual non-compliance	Description	Payment reduction
T.20.1.	Not submitted within 3months of site handover	Submitted but not in a compliant format, non-submission, partial submission	R 15 000
T.20.2.	Not submitted by the 4 th month of site handover	Submitted but not in a compliant format, non-submission, partial submission	R 20 000
T.20.3.	Not submitted by the 5 th month of site handover	Stoppage of work, breach of contract and consideration of termination of contract	R 25 000

4.2.6. Blue / Green Drop non-compliance

Table 21: Blue / Green Drop non-compliance

Item	Blue / Green Drop non-compliance	Description	Payment reduction
T.21.1.	Blue / Green Drop report not submitted within 3months of site handover	Submitted but not in a compliant format, non-submission, partial submission	R 30 000 / month
T.21.2.	Low Green Drop requirement scores	A good condition not achieved within 12 months of site handover	R 50 000 / month
T.21.3.	Low Blue Drop Risk Rating	A Low risk not achieved with 6 months of site handover	R 50 000 / month

4.2.7. Operational Non-compliance

Table 22: Operational non-compliance

Item	Operational non-compliance	Description	Payment reduction
T.22.1.	Occupational Health and Safety (OHS) Act is not adhered to by the service provider	<ul style="list-style-type: none"> OHS non-compliance matters to be addressed immediately; Suspension of all on-site operations for OHS non-compliance with the likelihood of fatalities; The delay(s) in addressing the nature of the OHS non-compliance to be linked with penalties for response times on maintenance 	See / apply penalties on "Response times on maintenance" on the table below
T.22.2.	Staff are not registered, classified or qualified as relates to the operation and maintenance of treatment plants	<ul style="list-style-type: none"> Qualified staff to be appointed, classified and registered within 21 days of the discovery / notification to Service Provider Penalty excludes the first month of appointment of the Service Provider 	R 5000 / day
T.22.3.	Water/ wastewater not tested as per SANS 241 frequency (on-site)	Penalty shall apply per month, till non-compliance has been addressed	R 30 000 / month
T.22.4.	Laboratory results are not submitted to IRIS	Penalty shall apply per month, till non-compliance has been addressed	R 30 000 / month
T.22.5.	Laboratory results are non-compliant	<ul style="list-style-type: none"> Includes overall non-compliance, Analytes and/or parameters tested are not complete or included in the laboratory report Identify whether non-compliance can be rectified within a week / if emergency in nature, cross-reference with emergency response on maintenance / non-compliant aspect 	See / apply penalties on "Response times on maintenance" on the table below
T.22.6.	Errors highlighted by laboratory results are not rectified within a week of receiving the laboratory report	<ul style="list-style-type: none"> Cross-reference with emergency response on maintenance and / or non-compliance above Apply penalties per week 	See / apply penalties on "Response times on maintenance" on the table below
T.22.7.	On-site immediate and/or urgent matters requiring the intervention of DPWI are not reported promptly	<ul style="list-style-type: none"> Cross-reference with emergency response on maintenance 	See / apply penalties on "Response times on maintenance"

Item	Operational non-compliance	Description	Payment reduction
		<ul style="list-style-type: none"> Penalties for non-reporting incidents shall be similar but in addition to the response times on maintenance; 	on the table below
T.22.8.	Chemicals used are non-compliant with SABS	<ul style="list-style-type: none"> Non-compliant chemicals to be immediately removed from site by the Service Provider on discovery; Penalties to be applied retrospectively on the assumption that non-compliant chemicals were used from the commencement month of the contract till the date of discovery. 	R 30 000 / month (applied retrospectively)
T.22.9.	Insufficient chemical supply for operation of the plant and /or no alternative used	<ul style="list-style-type: none"> The delay(s) in providing sufficient chemicals to be linked with penalties for response times on maintenance 	See / apply penalties on "Response times on maintenance" on the table below
T.22.10.	End User organoleptic displeasure is not addressed/ reported	<ul style="list-style-type: none"> Displeasure to be addressed within a week, thereafter a weekly penalty should be levied for incidents within the control of the Service Provider 	R 5 000 / week
T.22.11.	Analysis results are not credible	<ul style="list-style-type: none"> Identify whether non-compliance can be rectified within a week / if emergency in nature, cross-reference with emergency response on maintenance / non-compliant aspect Alternatively, DPWI to appoint an independent Service Provider for the submission of credible results 	Alternative Service Providers' quotation and add R1500 DPWI administration fee or 5% of the quotation (whichever is higher)
T.22.12.	Samples are not taken at all sampling points in the treatment plant	<ul style="list-style-type: none"> Samples to be taken at all sampling points by the Service Provider within a period of three (3) days of discovery. If non-compliance continues; DPWI to appoint an independent Service Provider for sampling 	Alternative Service Providers' quotation and add R1500 DPWI administration fee or 5% of the quotation (whichever is higher)
T.22.13.	Compliance monitoring is not well-recorded	<ul style="list-style-type: none"> Service Provider to rectify all the compliance monitoring records within seven (7) 	Alternative Service Providers'



Item	Operational non-compliance	Description	Payment reduction
		working days. If non-compliance continues; • DPWI to appoint an independent Service Provider for sampling	quotation and add R1500 DPWI administration fee or 5% of the quotation (whichever is higher)
T.22.14.	Insufficient or inconsistent supply of water testing kits	<ul style="list-style-type: none"> • Service Provider to provide sufficient water testing kits within fourteen (14) working days. If non-compliance continues; • DPWI to appoint an independent Service Provider for the supply of testing kits 	Alternative Service Providers' quotation and add R1500 DPWI administration fee or 5% of the quotation (whichever is higher)

Table 23: Response times on maintenance

Item	Required maintenance	Maximum down-time allowed	Payment reduction if exceeded
T.23.1.	Fatal Breakdown (where specified)	Zero (Immediate Response)	R 2500/hour
T.23.2.	Emergency Breakdown	24 hours	R 2500/day
T.23.3.	Ordinary Breakdown	5 days	R500/day
T.23.4.	Operational damage repair	5 days	R500/day

4.3. Incentive Scheme

The renewal of contract shall be subject to a good-to-excellent overall performance of the Service Provider and implementation of sustainability and the circular economy initiatives as follows but not limited to:

4.3.1. Sludge beneficiation

Local beneficiation of sludge for agricultural and commercial use (e.g. power generation), including established / innovative methods to be implemented by the Service Provider.

4.3.1.1. Bio-gas harvesting and use

Harvesting of bio-gas as a renewable energy source, including established / innovative methods to be implemented by the Service Provider.

4.3.1.2. Treated water beneficiation

Harvesting of treated water for agricultural and commercial use, including established / innovative methods to be implemented by the Service Provider.

Table 24: Renewal of Contract

Item	Incentive	Conditions	Comment
T.24.1.	Renewal of Contract for a further period of 12 months	<ul style="list-style-type: none"> • Low risk of Blue Drop risk rating, and • Good-to-excellent condition rating of the Green Drop, and /or • Contract value of 24 months (all expenditure) within 5% of the contract amount (tendered); and / or • Maximum zero to five (0 – 5) penalties with a total amount not exceeding R50 000 (Fifty thousand) 	To qualify for renewal of contract, the Service Provider must meet at least three conditions, with the Blue / Green Drop requirements being mandatory
T.24.2.	Renewal of Contract for a further period of 24 months: Sustainability Improvements	<ul style="list-style-type: none"> • Low risk of Blue Drop risk rating, and • Good-to-excellent condition rating of the Green Drop, and • Implement a successful harvesting of Bio-gas for use in operations / commercialisation and share 50% of profits between DPWI and Service Provider, and /or • Contract value of 24 months (all expenditure) within 5% of the contract amount (tendered); and / or • Maximum zero to five (0 – 5) penalties with a total amount not exceeding R50 000 (Fifty thousand) 	To qualify for renewal of contract, the Service Provider must meet at least four (4) conditions, with the Blue / Green Drop and Bio-gas harvesting requirements being mandatory

4.3.2. Savings Cash-back Incentive

Table 25: Savings Cash-back

Item	Incentive	Conditions	Comment
T.25.1.	10% savings cash-back of the amount saved	<ul style="list-style-type: none"> • Contract must have been renewed; and • Savings must not exceed 5% of the contract amount, including the renewal period; and • Contract must be ending at month 36, with incentives being paid at the end of contract; and • Budget must be available 	Example: (1) Contract value = R10m; (2) Savings limited to a maximum 5% = R10m x 5% = R500 000 (3) 10% cash-back is R500 000 savings x 10% = R50 000.



4.3.3. Recognition as a Management Contractor

Table 26: Savings Cash-back

Item	Incentive	Conditions	Comment
T.26.1.	Recognition by DPWI as a Management / Mentor Contractor	<ul style="list-style-type: none"> • Successful implementation of EPWP; and • Contractor and Local Economic Development Programme • 	<ul style="list-style-type: none"> • The letter of recognition will serve as an advantage on appointment of a Managing Contractor on future DPWI projects • The letter shall be signed by the Director: SCM at DPWI



Part 5: Details of Treatment Plants

5.1. Middeldrift Prison Wastewater Treatment Works

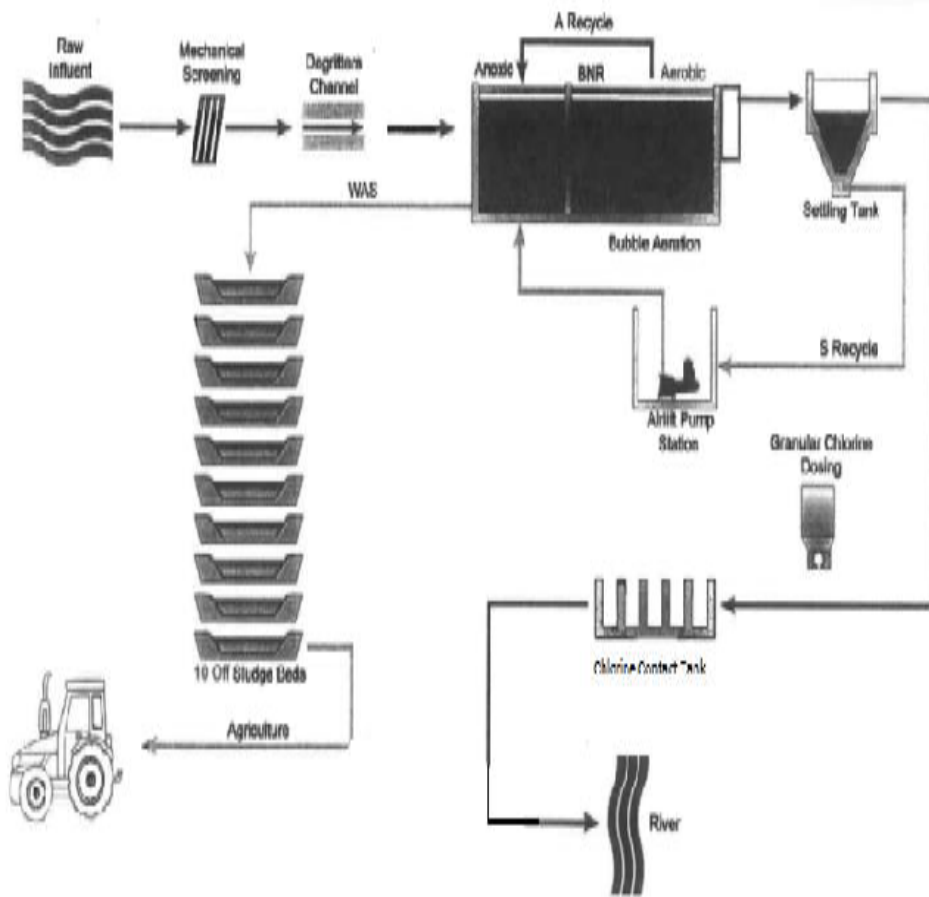


Figure 4: Middeldrift Correctional Services process diagram for treatment works

Table 27: Middelrift Correctional Services waste water treatment plant details

Name	Class	Hydraulic design capacity (m ³ / d)	Average dry weather flow (m ³ / d)	Organic load (kg/d)	Location	Treatment Processes
Middelrift Correctional Services WWTWs	D	600	226.2	164.1	S32°48'52.66" E26°59'30.90"	Hand screen: 12mm bar spacing, est. capacity 2 970 kl/d
						Degritters: 13m long, 1.2m wide capacity est. 2 970 kl/d
						Bioreactor: Anoxic 261m ³ , Aerobic 392 m ³
						2x S-recycle pump = 1.5 x ADWF, 3.0 ADWF
						Clarifier: 516m ²
						Disinfection: 54m ³
						Sludge drying beds: 563 m ³

5.2. Middeldrift Prison Piggery Wastewater Treatment Works

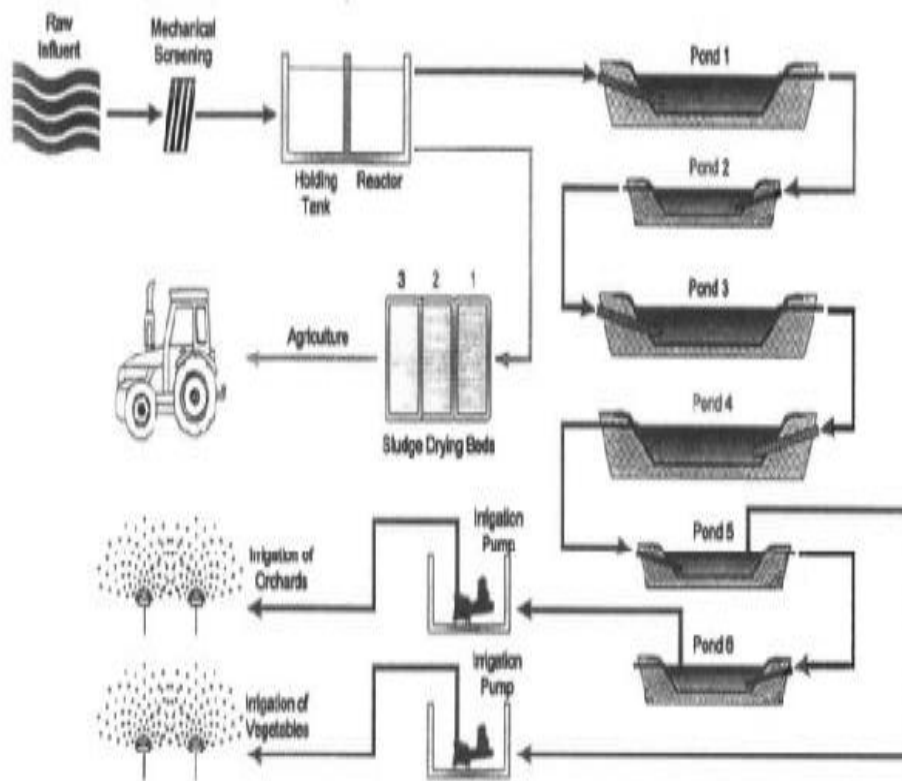


Figure 5: Middeldrift Correctional Services Piggery process diagram for treatment works



Table 28: Middelrift Correctional Services "Piggery" waste water treatment plant details

Name	Class	Hydraulic design capacity (m ³ / d)	Average dry weather flow (m ³ / d)	Organic load (kg/d)	Location	Treatment Processes
Middelrift Correctional Services "Piggery"	-	-	-	-	S32°48'52.66" E26°59'30.90"	Mechanical Screen: Unknown dimensions
						Holding tank: 75m ³
						Septic/holding tank: 22m ³
						Pond 1: 6 720m ³
						Pond 2: 2 400m ³
						Pond 3: 6 000m ³
						Pond 4: 3 600m ³
						Pond 5: 1 350m ³
						Pond 6: 1 350m ³
						Irrigation pump – orchards: unknown size
						Irrigation pump – vegetation: flow rate unknown, 30kW motors

5.3. Debenek Wastewater Treatment Works

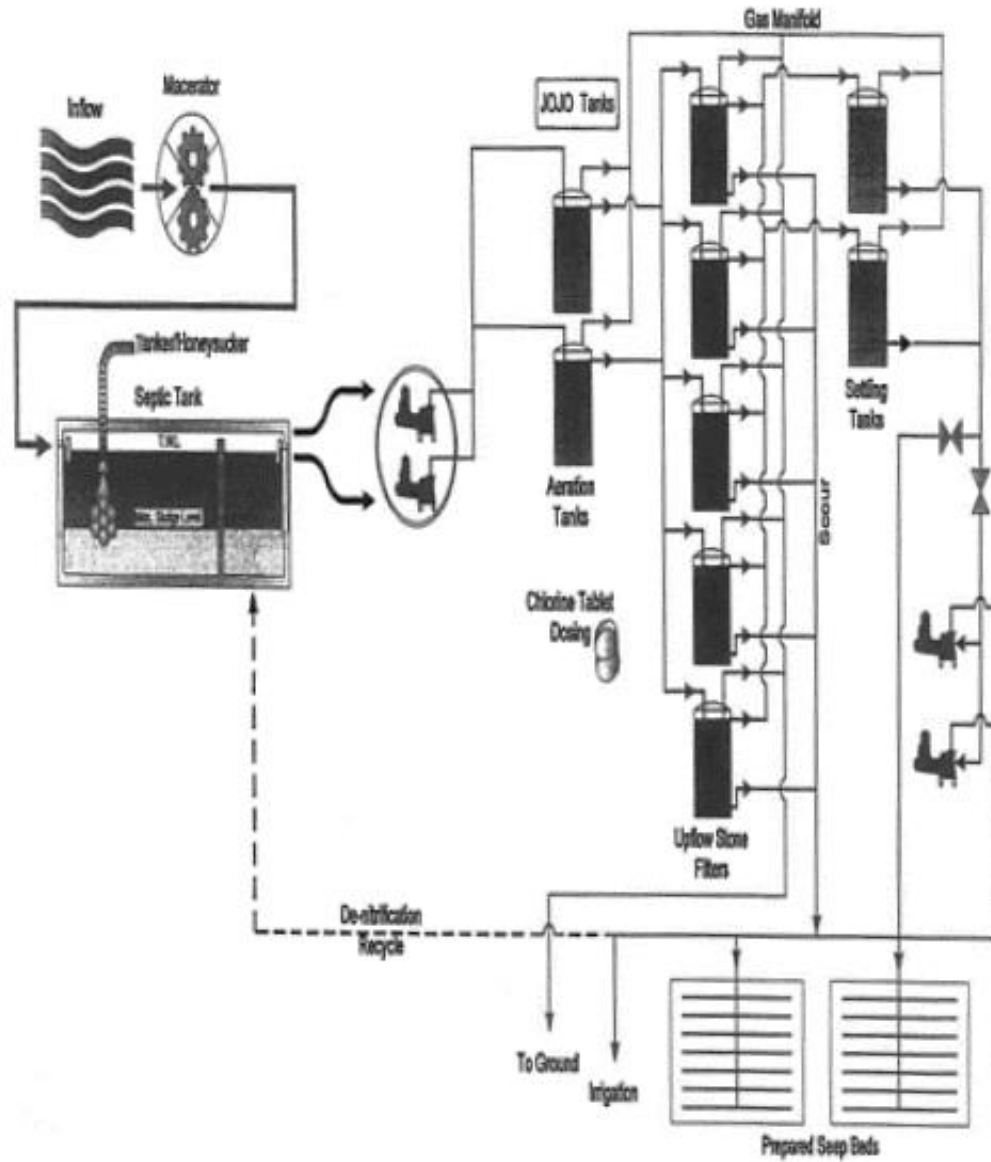


Figure 6: Debenek South African Police Service process diagram of treatment works



Table 29: Debenek (Chungwa) South African Police Service waste water treatment plants

Name	Class	Hydraulic design capacity (m ³ /d)	Average dry weather flow (m ³ /d)	Organic load (kg/d)	Location	Treatment Processes
Debenek South African Police Service	D	12.7	2.3	10.7	S32°50'21.4" E27°09'21.3"	Macerators: Size unknown
						Septic Tank: 1 st chamber: 1.5W x 3.0L x est. 3.0D =13.5m ³ 2 nd chamber: 1.5W x 1.5L x est. 3.0D =6.75m ³
						Settled Water pumps
						Receiving tanks or possibly aeration tanks: 5m ³ Jojo tanks (2)

5.4. Healdtown Wastewater Treatment Works

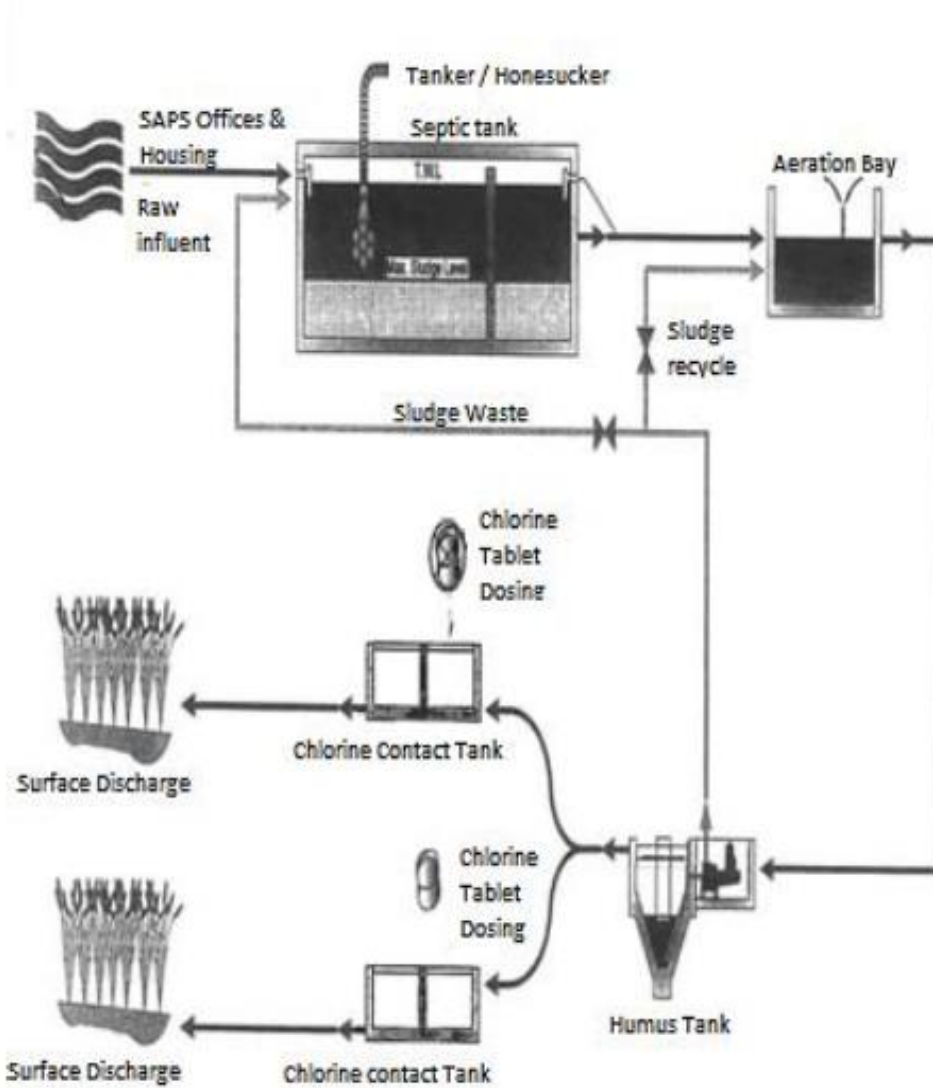


Figure 7: Healdtown South African Police Service process diagram of treatment works



Table 30: Healdtown South African Police Service waste water treatment plants

Name	Class	Hydraulic design capacity (m ³ /d)	Average dry weather flow (m ³ /d)	Organic load (kg/d)	Location	Treatment Processes
Healdtown South African Police Service	D	17	15	3.3	S32°44'55.8" E26°39'20.5"	Septic tank: 6L x 2.25W x 1D = 13.5m ³
						Aeration reactor: 3L x 2W x 1D = 6m ³
						Humus Tank: top diameter = 2m = 3.14 m ²
						Recycle Pump
						Chlorination channel 1: 2.6L x 0.8W x 1D = 21m ³
						Chlorination channel 2: 2.3L x 0.9W x 0.25D = 0.5m ³

5.5. Bulembu SAPS Air Wing Waste Water Treatment Works

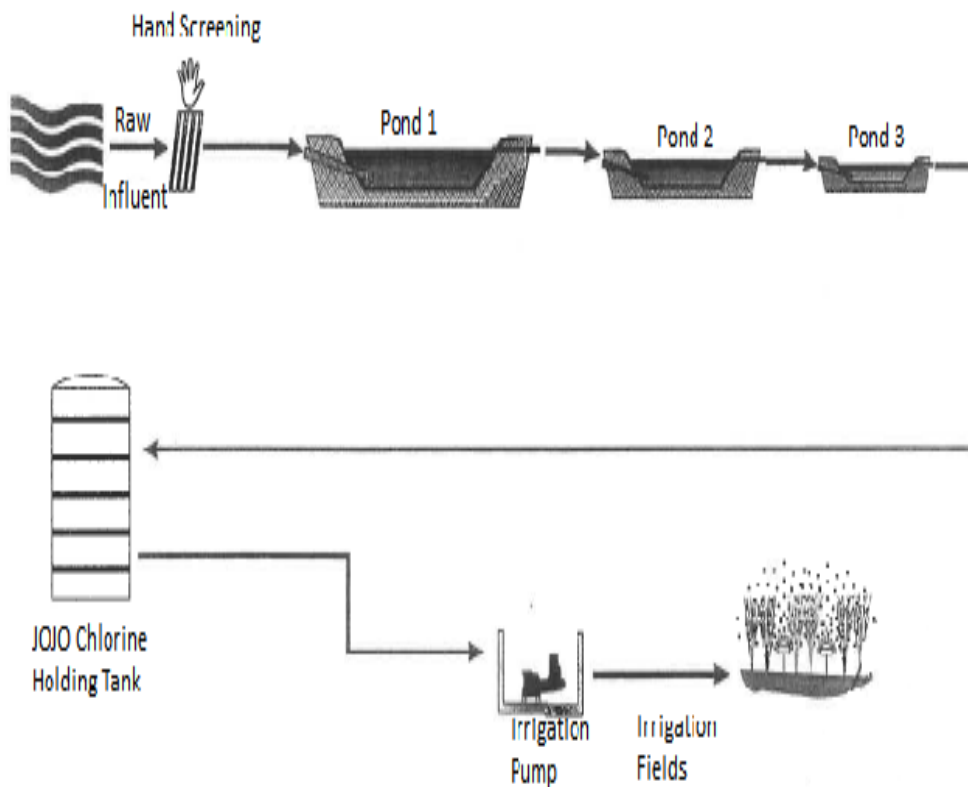


Figure 8: Bulembu South African Police Service Air Wing process diagram for treatment works



Table 31: Bulembu South African Police Service Air Wing waste water treatment plant details

Name	Class	Hydraulic design capacity (m ³ /d)	Average dry weather flow (m ³ /d)	Organic load (kg/d)	Location	Treatment Processes
Bulembu South African Police Service Air Wing WWTWs	E	15	93	3.9	S32°53'30" E27°16'24"	Screen: 15mm coarse screen, hand raked.
						Pond 1: 932 m ³
						Pond 2: 529 m ³
						Pond 3: 259 m ³
						Jojo holding tank for chlorination: Normal Jojo tank about 20m ³
Irrigation pump station: Normal Jojo tank about 20m ³ , pump size not determined.						

5.6. Grahamstown South African National Defence Force Wastewater Treatment Works

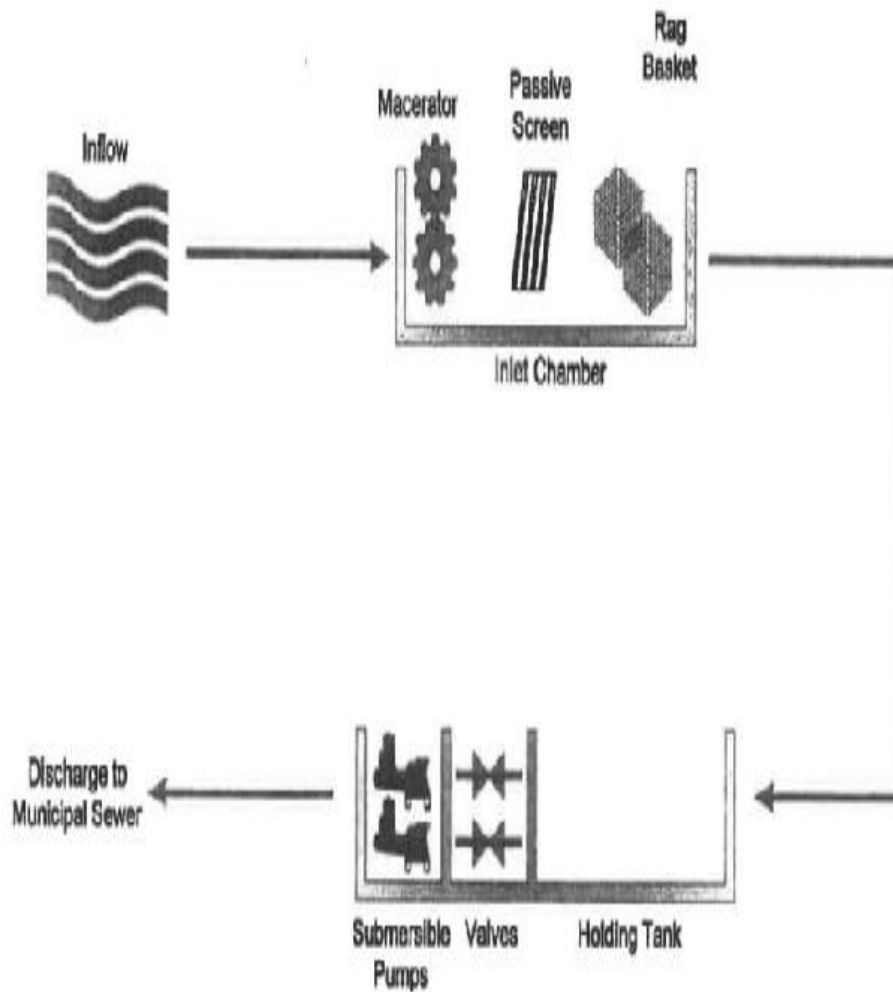


Figure 10: Bulembu South African Police Service Air Wing process diagram for treatment works



Table 32: Grahamstown South African National Defence Force waste water treatment plant details

Name	Class	Hydraulic design capacity (m ³ / d)	Average dry weather flow (m ³ / d)	Organic load (kg/d)	Location	Treatment Processes
Grahamstown South African National Defence Force WWTWs	-	-	311.1	-	S33°16'57.7" E26°30'12.9"	Screening: Two baskets installed in manholes
						Macerator: Sizing unknown
						Coarse screens and additional screening: 25-40mm spaced screens with additional baskets
						Balancing tank: sump: 5m W x 4m H x 9m L. The tank is divided into two halves to facilitate servicing.
						Sewage pumps: 2 Pumps



5.7. Fort Brown South African Police: Water Treatment Works

Name	Class	Hydraulic design capacity (m ³ /d)	Average dry weather flow (m ³ /d)	Organic load (kg/d)	Location	Treatment Processes
Fort Brown South African Police Station WTW	-	-	-	-	S33°07'46" E26°37'03"	<p>Water is extracted from the Great Fish River by means of two submersible pumps into the raw water tanks located on the deck of the bridge.</p> <p>A booster pump then delivers water from the two tanks to the WTW with 110mm PVC main.</p> <p>The 100mm PVC pumping main discharges into the first of the three water tanks (each of 10 000l capacity).</p> <p>The flow to the WTW is metred, flocculant is added to the first tank. All three tanks act as clarifiers, and de-sludge via their bottom outlets.</p> <p>A lifter pump extracts settled water from the third raw water and pushes it through a pressure filter into 9m³ elevated galvanised steel storage tank.</p> <p>The filter water is disinfected in-line prior to discharge into the final water storage tank.</p> <p>The plant is fully automated (apart from desludging of the raw water tanks, which is a manual operation) and pumps are controlled with telemetry.</p>



Part 6: Pricing Schedule



PRICING SCHEDULE/ BILL OF QUANTITIES

Bid no: PET 21/2023

Bid/ Project Description: GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS



Item No.		Quantity	Rate	Amount
	<p><u>SCHEDULE NO. 1: CONTRACT MANAGEMENT AND COMPLIANCE</u></p> <p><u>GENERAL</u></p> <p><u>NOTES:</u></p> <p>(I) The agreement is to be the Facilities Management Conditions of Contract (DPW) SEPT. 2005 VERSION 1</p> <p>(II) Pursuant to this contract, the rates shall be subject to an annual escalation cap limited to five percent (5%) per annum, the base rate being the date of an award of tender.</p> <p>(iii) Tenderers are referred to the abovementioned documents for the full intent and meaning of each clause thereof (hereinafter referred to by heading and clause number only) for which such allowance must be made as may be considered necessary.</p> <p>(iv) Where standard clauses or alternatives are not entirely applicable to this contract such modifications, corrections or supplements as will apply are given under each relevant clause heading.</p> <p>(v) Where any item is not relevant to this specific contract such item is marked N/A (signifying "not applicable").</p> <p>(vi) Grouping of items necessitating the completion of works is allocated per type of maintenance to be executed. interval-based maintenance has fixed costs, Condition based maintenance has semi-variable costs and corrective maintenance has variable costs.</p> <p>(vii) The Service Provider is expected to familiarise themselves with the site and condition of the respective Water Plants and Wastewater Treatment Plants to accurately estimate the resources required for the successful Operations & Maintenance (O&M)</p> <p>Carried Forward</p> <p>GQEBERHA (PORT ELIZABETH) SCHEDULE NO. 1: CONTRACT MANAGEMENT AND COMPLIANCE DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT</p>			<p style="text-align: right;">R</p> <p>Not priced</p>



Item No.		Quantity	Rate	Amount
	Brought Forward		R	Not priced
	<u>1.2. MOBILISATION (SITE ESTABLISHMENT), TRANSITION CONTRACT MANAGEMENT AND DEMOBILISATION</u>			
	The costs for mobilisation, transition and demobilisation are fixed but spread over several months, while overhead costs are variable. For ease of contract management, the costs are spread throughout the duration of the contract as overhead costs			
1	1.2.1. Mobilisation, overhead costs and demobilisation	Month	12	
	<u>OCCUPATIONAL HEALTH AND SAFETY COMPLIANCE</u>			
	<u>Occupational Health and Safety Specification</u>			
	The Service Provider shall with reference to the Health and Safety specification, and without limiting his obligations in terms of the Occupational Health and Safety Act, 1993, allow for the following terms in his costing for all sites included			
2	1.3.6.1. Provision of Health and Safety Plan(s)	Sum	1	
3	1.3.6.2. OHS file on-site(s) and maintained	Sum	1	
4	1.3.6.3. Hazard identification, risk assessment(s) and mitigation	Sum	1	
5	1.3.6.4. Personal Protective Equipment (PPE) and clothing (allowed elsewhere but cost can be allowed under this section)	Sum	1	
6	1.3.6.5. First aid kits and re-filling	Sum	1	
7	1.3.6.6. OHS Act on-site displayed	Sum	1	
8	1.3.6.7. Site inspection and incident reporting	Sum	1	
9	1.3.6.8. Health and Safety Committee establishment and training	Sum	1	
	Carried Forward		R	
	GQEBERHA (PORT ELIZABETH) SCHEDULE NO. 1: CONTRACT MANAGEMENT AND COMPLIANCE DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT			

	Quantity	Rate	Amount
Brought Forward		R	
1.4. MANAGEMENT AND COMPLIANCE HUMAN RESOURCES			
Employment, verification of qualifications and citizenship, registration & classification of all Management and Compliance Human Resources (internal & external)			
1.4.1.1. Water Quality Scientist	Month	12	
1.4.1.2. Contract Manager / Plant Superintendent	Month	12	
1.4.1.3. Health and Safety Officer	Month	12	
1.4.1.4. Instrument technician (Available when required)	Month	12	
1.4.1.5. Civil Engineer (Part-time)	Month	12	
1.4.1.6. Other (Specify: _____)	Month	12	
1.4.1.7. Training & development of management and compliance Human Resources	Sum	1	
1.5. MANAGEMENT / SUPERVISION OF OPERATIONS			
Provision of Management / Supervision of Personnel for the duration of the contract			
1.5.1.1. Manager(s) / Supervisor(s) of personnel	Month	12	
1.5.1.2. Training & development of Manager(s) / Supervisor(s)	Sum	1	
1.6. MEDICAL SURVEILLANCE AND CERTIFICATES			
Perform base medical examinations and obtain medical certificates of all employees prior to their employment, during employment and at the exit of employment			
1.6.1. Initial baseline medical examinations	Sum	1	
1.6.2. Periodic and exit medical examinations	Sum	1	
1.6.3. Vaccination of wastewater treatment plants personnel	Sum	1	
Carried Forward		R	
GQEBERHA (PORT ELIZABETH) SCHEDULE NO. 1: CONTRACT MANAGEMENT AND COMPLIANCE DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT			



Item No.		Quantity	Rate	Amount
	Brought Forward		R	
	1.7. EXPANDED PUBLIC WORKS IMPLEMENTATION			
	EPWP Beneficiaries including training, reporting, provision of branded Personal Protective Equipment (PPE)			
21	1.7.3.1. EPWP beneficiaries	Sum	1	
22	1.7.3.2. Social facilitation in communities prior to recruitment	Sum	1	
23	1.7.3.3. Initial baseline medical examinations	Sum	1	
24	1.7.3.4. Periodic and exit medical examinations	Sum	1	
25	1.7.3.5. Training of EPWP beneficiaries	Sum	1	
26	1.7.3.6. EPWP reporting	Sum	1	
	1.8. OPERATION AND MAINTENANCE MANUAL			
	Drafting, developing and implementing a comprehensive Operation and maintenance manual			
27	1.8.4.1. Wastewater treatment plant O&M manual	No.	2	
28	1.8.4.2. Water treatment plant O&M manual	No.	2	
	1.9. GREEN DROP REGULATION COMPLIANCE			
	Conduct a Green Drop Assessment and ensure audit outcomes implementation on all relevant sites before and while performing work on wastewater treatment plants			
29	1.9.1. Green Drop Assessment and implementation	Month	12	
	1.10. BLUE DROP REGULATION COMPLIANCE			
	Conducting a Blue Drop Assessment and ensure audit outcomes implementation on all relevant site(s) before and while performing work on water and treatment plants			
30	1.10.1. Blue Drop Assessment and implementation	Month	12	
	Carried Forward		R	
	GQEBERHA (PORT ELIZABETH)			
	SCHEDULE NO. 1: CONTRACT MANAGEMENT AND COMPLIANCE			
	DPWI: GQEBERHA REGIONAL OFFICE			
	FACILITIES MANAGEMENT			



Item No.		Quantity	Rate	Amount
	Brought Forward		R	
	1.11. ASSET REGISTER			
	Drafting, developing, implementing and maintaining a componentised asset register and Component Identification Numbers (CIN) and tags for all assets in respective sites			
31	1.11.1. Componentised asset register including a Component Identification System	No.	4	
32	1.11.2. Component Identification Number (CIN) tags	No.	4	
33	1.11.3. Copies of asset register	No.	4	
	1.12. FACILITY CONDITION ASSESSMENT			
	Drafting, developing, implementing and maintaining a componentised asset register and Component Identification Numbers (CIN) and tags for all assets			
34	1.12.1. Condition assessment report(s)	No.	4	
35	1.12.2. Development of a prioritised maintenance plan	No.	4	
	1.13. INCIDENT MANAGEMENT PROTOCOL			
	Prepare, review, and maintain a detailed and comprehensive incident management protocol for each water and wastewater facility			
36	1.13.1. Incident management protocol	No.	4	
	1.14. INSURANCE			
	Provision of comprehensive insurance cover for the duration of the contract to include but not limited to general liability, public liability, damage, theft, force majeure (Acts of God), etc.			
37	1.14.1. Insurance cover	Month	12	
	Carried to Summary		R	
	GQEBERHA (PORT ELIZABETH)			
	SCHEDULE NO. 1: CONTRACT MANAGEMENT AND COMPLIANCE			
	DPWI: GQEBERHA REGIONAL OFFICE			
	FACILITIES MANAGEMENT			

	Quantity	Rate	Amount
<u>SCHEDULE NO.2: OPERATION</u>			
<u>2.1. OPERATIONS REGISTRATION OF TREATMENT PLANTS AND PERMIT RENEWALS</u>			
Facilitate, ensure and provide evidence of registration of plants with the Department of Water and Sanitation and obtain permits, including renewal of permits prior to expiry			
2.1.1. Registration of water / wastewater treatment facilities and permit renewals	Sum	1	
<u>2.2. OPERATIONS HUMAN RESOURCES</u>			
Employment, verification of qualifications and citizenship, registration & classification of all Operations Human Resources (internal & external) for all the plants as regulated			
2.2.1.1. Supervisor(s)	Month	12	
2.2.1.2. Process Controller(s) / Operators;	Month	12	
2.2.1.3. General Workers	Month	12	
<u>2.3. OPERATIONS MATERIALS AND CONSUMABLES</u>			
Provide SABS / SANS approved material and consumables for treatment of waste and water, disinfection, testing and ensuring compliance of treatment plants			
2.3.1.1. Green Drop kits including servicing	Month	12	
2.3.1.2. Blue drop kits including servicing	Month	12	
2.3.1.3. Dissolved Oxygen meters for activated sludge plants	Sum	1	
2.3.1.4. Sampling kit and sampling bottles	Sum	1	
2.3.1.5. High pressure hose machine	Sum	1	
2.3.1.6. Water and wastewater treatment chemicals	Sum	1	
2.3.1.7. Portable submersible pump	No.	5	
Carried Forward			
GQEBERHA (PORT ELIZABETH)			
SCHEDULE NO.2: OPERATION			
DPWI: GQEBERHA REGIONAL OFFICE			
FACILITIES MANAGEMENT			
		R	



Item No.		Quantity	Rate	Amount
	Brought Forward		R	
	<u>2.4. OPERATIONS PLANT, MACHINERY, VEHICLES AND EQUIPMENT</u>			
	Provide all commercial mechanical and electrical equipment and machinery (energy saving with low operating noise less than 85 decibels) necessary for the effective and efficient operation of the water and wastewater treatment plants and attending to grounds / horticultural services and cleaning			
49	2.4.1.1. Commercial brush cutters	Sum	1	
50	2.4.1.2. Commercial lawn mowers	Sum	1	
51	2.4.1.3. Commercial vacuum cleaners and blowers	Sum	1	
52	2.4.1.4. Wheelbarrows, spades, hard brooms, hand rakes, scoop nets, skips/ grit removal bins, digging folks	Sum	1	
	***All the items in 2.4.1.4 shall become property of DPWI at the end of the contract.			
	<u>Provide vehicle(s) including fuel and drivers, not limited to as follows:</u>			
53	2.4.4.1. Vehicle(s): 1 tonne pick-up(s) and / or trailer(s),	Month	12	
54	2.4.4.2. Quad bike(s)	Month	12	
55	2.4.4.3. Other (Specify: _____)	Month	12	
	<u>2.5. SECURITY PROVISION AND SECURITY CLEARANCE OF PERSONNEL</u>			
	Perform security risk assessment, implement security measures and provide Private Security Industry Regulating Authority (PSIRA) accredited Security Officers for the protection of assets and personnel on respective sites			
56	2.5.1. Security Clearance of Employees	Sum	1	
57	2.5.2. Security Officers	Month	12	
	2.5.4. Burglar alarms, security detection and field devices	Sum	1	
	Carried Forward		R	
	GQEBERHA (PORT ELIZABETH) SCHEDULE NO.2: OPERATION DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT			



Item No.		Quantity	Rate	Amount
	Brought Forward		R	
	2.6. OPERATIONS MONITORING PROGRAMME			
	Provide and implement a properly designed standard operating procedure (SOP) for all operations, schematic and laminated layout including proof of operational monitoring of site(s), determinants and frequency of testing or analyses			
58	2.6.1. Standard operating procedure (SOP)	Sum	1	
	2.8. GROUNDWATER, UPSTREAM AND DOWNSTREAM MONITORING			
59	2.8. Bio-monitoring, geohydrological reports and drilling of borehole	Prov	1	
	2.9. WATER AND WASTEWATER TESTING AND COMPLIANCE MONITORING PROGRAMME			
	Ensure compliance with the blue drop certification for the testing of drinking water on respective sites and submission of results to a SANAS accredited laboratory in accordance with industry standards (SABS / SANS) and ensure compliance			
60	2.9.1.1. Testing drinking water / portable water	Month	12	
	Ensuring compliance with the green drop certification for the testing of drinking water on respective sites and submission of results to a SANAS accredited laboratory in accordance with industry standards (SABS / SANS) and ensure compliance			
61	2.9.2.1. Testing wastewater	Month	12	
	2.11. WATER RESULTS QUALITY MANAGEMENT, SUBMISSION AND PUBLICATION			
	Implement a water quality monitoring programme, reporting, uploading on the IRIS, submitting to DPWI, benchmarking and publishing of results			
62	2.11. Water quality management	Sum	1	
	Carried to Summary		R	
	GQEBERHA (PORT ELIZABETH) SCHEDULE NO.2: OPERATION DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT			



Item No.		Quantity	Rate	Amount
	SCHEDULE NO.3: MAINTENANCE			
	3.1. PRINCIPLES AND RESPONSIBILITY OF PLANT MAINTENANCE			
	Maintain hard-cover A4 maintenance files and excel electronic records for each installation for the duration of the Contract. All schedules, checklists, breakdown reports, preventative maintenance records, component replacement records			
63	3.1.6. Maintenance records including reports	Sum	1	
	Communication and complaint logging procedure as part of the maintenance control plan			
64	3.1.7. Maintenance communication	Month	12	
	Development and implementation of the maintenance control plan to include components / subcomponents, the area of installation, the frequency of routine maintenance / inspections and format of reports			
65	3.1.8. Maintenance control plan	Sum	1	
	3.2. PREVENTATIVE MAINTENANCE			
	3.2.2. Condition-Based Maintenance (CBM)			
	<u>Material inclusive of profit and attendance as part of detailed invoice claims, providing copies of suppliers purchase invoice to substantiate claims</u>			
66	3.2.2.8.1. Condition-based maintenance material	Prov	1	
	<u>Shared services Labour for interval-based maintenance with trade test qualifications for skilled personnel inclusive of all statutory costs, Personal Protective Equipment (PPE), profit and attendance and employee incentives throughout the duration of the contract</u>			
67	3.2.2.9.1. Maintenance manager(s)	Month	12	
68	3.2.2.9.2. Millwright	Month	12	
69	3.2.2.9.3. Electrician	Month	12	
70	3.2.2.9.4. Semi-skilled	Month	12	
71	3.2.2.9.5. General worker(s)	Month	12	
72	3.2.2.9.6. Other (Specify:_____)	Month	12	
	Carried Forward			R
	GQEBERHA (PORT ELIZABETH) SCHEDULE NO.3: MAINTENANCE DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT			



Item No.			Quantity	Rate	Amount
	Brought Forward			R	
	<u>Specialised sub-contractors for specialised maintenance inclusive of attendance for maintenance (profit) and as part of detailed invoice claims, providing copies of suppliers purchase invoice (Provisional)</u>				
73	3.2.2.10.1. Specialised sub-contractor services for CBM	Prov	1		
74	3.2.2.10.2. Profit and attendance on specialised services for CBM	%	10		
	<u>Specialised equipment hire and tools, profit and attendance or provision of a comparative quotation from reputable equipment hiring companies wherein equipment is owned by the Service Provider's firm / company – claims shall only be restricted to equipment hire only excluding profit and attendance</u>				
75	3.2.2.11.1. Equipment hire for CBM (Provisional)	Prov	1		
76	3.2.2.11.2. Profit and attendance of equipment hire for CBM	%	10		
	<u>3.2.3. Routine and Interval-Based Maintenance (RIM)</u>				
	<u>Material inclusive of profit and attendance as part of detailed invoice claims, providing copies of suppliers purchase invoice where rates of material were not provided and agreed on prior to the contract</u>				
76	3.2.3.3.1 Fire protection system	Prov	1		
77	3.2.3.3.2 Main water network	Prov	1		
78	3.2.3.3.3 Spares and lubricants for electromechanical equipment	Sum	1		
79	3.2.3.3.4 Material for infrastructure	Sum	1		
80	3.2.3.3.5 Material for grounds	Sum	1		
	<u>Labour inclusive for maintenance of components (building structures, plant, equipment and grounds) and all statutory costs, Personal Protective Equipment (PPE), profit and employee incentives throughout the duration of the contract</u>				
81	3.2.3.4.2 Groundsman (also operate machinery)	Month	12		
82	3.2.3.4.4 Other (Specify: _____)	Month	12		
	Carried Forward			R	
	GQEBERHA (PORT ELIZABETH) SCHEDULE NO.3: MAINTENANCE DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT				



Item No.			Quantity	Rate	Amount
	Brought Forward			R	
	<u>Servicing and control of electromechanical equipment and tools</u>				
83	3.2.3.5.1	Servicing and control of electromechanical equipment and tools	Month	12	
	3.3. <u>CORRECTIVE MAINTENANCE (BREAKDOWNS)</u>				
	3.2.2. <u>Corrective Maintenance (CM) Material</u>				
	<u>Material, spare parts, subcomponents and appurtenances necessary for the complete maintenance of each installation and as part of detailed invoice claims, provide copies of suppliers purchase invoice</u>				
84	3.3.2.5.1.	Corrective maintenance (CM) material	Prov	1	
85	3.3.2.5.2.	Profit on CM material (%)	%	10	18 000,00
	3.2.2. <u>Corrective Maintenance (CM) Labour</u>				
	<u>Labour in the form of skilled, trained (with mechanical, electrical or electromechanical trade certificates) and support personnel for Emergency execution for CM at all hours of the day / 7 days a week, as and when an emergency arises, inclusive of all statutory costs, Personal Protective Equipment (PPE), profit and employee incentives throughout the duration of the contract</u>				
86	3.3.3.1.1.	Artisan Foreman (Rate/ hr Only)	Rate	340	
87	3.3.3.1.2.	Artisan (Rate/ hr Only)	Rate	340	
88	3.3.3.1.3.	Semi-skilled / Artisan Assistant (Rate/ hr On	Rate	340	
89	3.3.3.1.4.	Unskilled / General Labourer (Rate/ hr Only)	Rate	340	
90	3.3.3.1.5.	Other (Specify: _____) (Rate/ hr C	Rate	340	
	Carried Forward			R	
	GQEBERHA (PORT ELIZABETH) SCHEDULE NO.3: MAINTENANCE DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT				



Item No.		Quantity	Rate	Amount
	Brought Forward		R	
	3.3.4. Corrective Maintenance Equipment			
	<u>Specialised equipment hire and tools except where otherwise provided. The Service Provider shall provide a comparative quotation from reputable equipment hiring companies where equipment is owned by their firm / company – claims shall only be restricted to equipment hire only</u>			
91	3.3.4.1.1. Vibrating Compressor, static mass 0.5t (Dai	Rate	1	
92	3.3.4.1.2. Compressor 10.3 m3/min, tools & hoses (Da	Rate	1	
93	3.3.4.1.3. 50mm Water pump and hoses (Daily)	Rate	1	
94	3.3.4.1.4. Profit and attendance of equipment hire for CM (%)	%	10	
	3.2.2. Corrective Maintenance (CM) Transport			
	<u>Transport for conveying material, accessing the site and attending to emergencies as required. The travel distance to each site shall be measured from the base locations reflected on the Terms of Reference (ToR)</u>			
95	3.3.5.1.1. One (1) tonne pick-up (Rate/ km)	Rate	44895	
96	3.3.5.1.2. Five (5) tonne truck (Rate/ km)	Rate	9000	
	Carried to Summary		R	
	GQEBERHA (PORT ELIZABETH) SCHEDULE NO.3: MAINTENANCE DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT			



FINAL SUMMARY	Page No		Amount
ANNUAL CONTRACT ESCALATION NOT EXCEEDING			
5%: _____ %			
SCHEDULE NO. 1: CONTRACT MANAGEMENT AND COMPLIANCE	5		
SCHEDULE NO.2: OPERATION	8		
SCHEDULE NO.3: MAINTENANCE	12		
YEAR 1: TOTAL AMOUNT			
YEAR 2: YEAR 1 + ESCALATION RATE			
SUB-TOTAL		R	
VAT@15%		R	
Total Carried to Form of Offer		R	
GQEBERHA (PORT ELIZABETH) FINAL SUMMARY DPWI: GQEBERHA REGIONAL OFFICE FACILITIES MANAGEMENT			

DRPW – 05 (EC) CONTRACT DATA

Project title:	GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS		
Tender / Quotation no:	PET 21/2023	Closing date: Tuesday, 03 October 2023	Time: 11H00

	<p>CONTRACT VARIABLES</p> <p>THE SCHEDULE (Contract Data [1.1.1.8])</p> <p>The schedule is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to GCC Third Edition (2015) documentation. It is divided into part 1: contract data completed by the employer and part 2: contract data completed by the contractor. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this agreement</p> <p>Spaces requiring information must be filled in, shown as 'not applicable' but 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 schedule. Key cross reference clauses are italicised in [] brackets</p>
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	<p>The Conditions of Contract applicable to this Contract are clauses 1 to 10 and contract price adjustment schedule of the GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015) prepared by The South African Institution of Civil Engineering Private Bag X200, Halfway House, 1685.</p> <p>Contractors are cautioned to read the GCC Third Edition (2015) and Contract Data [DPW-05 (EC)] together as some clauses in the GCC Third Edition (2015) have been amended in the Contract Data [DPW-05 (EC)]</p> <p>Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses as amended in the Contract Data amends or replaces the corresponding clauses in the GCC Third Edition (2015).</p> <p>Copies of these conditions of contract may be obtained through www.saice.org.za.</p>
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PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

Works description	Refer to document <i>PG01.1 (EC) – Scope of Works</i> for detailed description
GQEBERHA (PORT ELIZABETH) AND SURROUNDING AREAS: OPERATION AND MAINTENANCE OF WATER CARE FACILITIES, BOREHOLES AND WATER SOFTNERS (24) TWENTY FOUR MONTHS	

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A 2.0 Site [1.1.1.29]

Erf / stand number	
Site address	VARIOUS SITES
Township / Suburb	
City / Town	PORT ELIZABETH
Province	EASTERN CAPE
Local authority	
GPS Coordinates	

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Xolani.Steven@dpw.gov.za	Telephone	041 408 2350
Postal address	Private Bag X3913 North End Gqeberha 6056		
Physical address	Eben Donges Building, Cnr Robert and Hancock Street North End Gqeberha 6056		

A 3.2 Employer's representative:

Name	Nwabisa Nkangana	Telephone number	041 408 2350
E-mail	Nwabisa .Nkangana@dpw.gov.za	Mobile number	n/a
Postal address	Private Bag X3913 North End Gqeberha 6056		
Physical address	Eben Donges Building, Cnr Robert and Hancock Street North End Gqeberha 6056		

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A 4.0	Principal Agent [1.1.1.16]	Discipline	Xolani Steven
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Name	Xolani Steven		
Legal entity of above		Contact person	Xolani Steven
Practice number		Telephone number	041 408 2350
Country	South Africa	Mobile number	081 032 2537
E-mail	Xolani.Steven@dpw.gov.za		
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 5.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 6.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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A 7.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 8.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 9.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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A 10.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

A 11.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		

Physical address	insert physical address insert suburb insert town insert postal code
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A 12.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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B CONTRACT INFORMATION

B 1.0 Definitions [1.1.1.2]

Bills of quantities: System/Method of measurement	SANS 1200
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B 2.0 Law, regulations and notices [1.3.2]

Law applicable to the works, state country [1.3.2]	Law of the Republic of South Africa
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B 3.0 Offer and acceptance [1.1.1.20]

Currency applicable to this agreement [1.1.1.20]	South African Rand
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B 4.0 Documents [1.1.1.7]

The original signed agreement is to be held by the principal agent [1.1.1.7], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost. (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities)	3

Documents comprising the agreement	Page numbers
GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)	
DPW-05: (EC): GCC 2015: 3RD EDITION	



The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION	
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD]	
Drawings as per drawing register issued with the tender	
Specifications issued with the tender	
Schedules issued with the tender	
Bills of Quantities issued with the tender	
Addenda as issued during tender stage, if applicable	As issued

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B 5.0 Employer’s agents [3.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD]]

Principal Agent
Thulani Sibangela

Principal agent’s and agents’ interest or involvement in the works other than a professional interest

Thulani Sibangela

B 6.0 Insurances [8.6]

Insurances by contractor
NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT.



	New works [8.6.1.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with practical completion in sections with a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with alterations and additions (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
	Sub-Contractors insurance [8.6.3] where applicable, if not included in works insurance	R Eng / PQS to determine value	Not Applicable
	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R Eng / PQS to determine value	Not Applicable
	Free issue where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable

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Public liability insurance [8.6.1.3]]	R 5 000 000	Applicable
Ground support insurance [8.6.1.4]	R Eng / PQS to determine value	Not Applicable
Other insurances		
Hi Risk Insurance when the project is being executed in a geological area classified as a "High Risk Area [8.6.8[CD]]	R Eng / PQS to determine value	Not Applicable
Other insurances: If applicable, description 1:	R Eng / PQS to determine value	Not Applicable
Other insurances; If applicable, description 2:	R Eng / PQS to determine value	Not Applicable

B 7.0 Obligations of the employer

Existing premises will be in use and occupied [5.4.1 & 5.4.2]	Not Applicable
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If applicable, description:			
Restriction of working hours [5.8]			Not Applicable
If applicable, description:			
Natural features and known services to be preserved by the contractor [4.7]			Not Applicable
If applicable, description:			
Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2]			Not Applicable
If applicable, description:			
Supply of free issue of material and goods [8.6.1.1.2]	Amount	R	Not Applicable
If applicable, description:			

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B 8.0 Subcontractors [4.4]

Select	If applicable, description of specialisation
Specialisation 1	
Specialisation 2	
Specialisation 3	
Specialisation 4	
Specialisation 5	

B 9.0 Description of different portions of the works, if applicable [5.14.7]

Select	If applicable, description of sections
Section 1	
Section 2	
Section 3	



Section 4	
Section 5	
Section 6	
Remainder of the works.	

B 10.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [5.4.1], Practical Completion [1.1.1.14, 5.14.1], Completion (Final Approval Certificate) [5.16.1] and Penalties [5.13]

B 10.1 Contract Period

Contract period: Period in months as indicated, include the time from the date of award (commencement date [5.2.1]) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion	
The contract period is determined as follows (Period/s indicated in months):	
Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent	21 Days
Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent	n/a

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Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [1.1.1.14, 5.14.1]	24 Months
Period to achieve Completion [5.14.4]	24 Months
Defect liability period up to and including issuing Final Approval Certificate in months [5.16.1]	3
Total Contract Period	24 Months
Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13]	R 500.00

B10.2 Construction Period for completion of the Works as a whole

Construction period [B18: 1.2] and Practical Completion for the Works as a whole [5.14.1] The time for achieving Practical Completion of the whole of the Works is measured from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods.	Not Applicable
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The date for practical completion for the works as a whole shall be the period in months as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [1.1.1.14, 5.4.1, 5.14.1]	24 Months
Notification period for inspection in working days by the principal agent.	
Penalty amount per calendar day for late Practical Completion, excluding VAT. [5.13].	R 500.00
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 500.00
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.	R 500.00

B10.3 Construction Period for completion of the Works in portions

Construction period and Practical completion for portions of the Works [5.14.7]	Not Applicable					
Portions of the Works in sections:	1	2	3	4	5	6
Notification period for inspection by the principal agent in working days.						
The date for practical completion shall be the period in months as indicated from the date of possession of the site by the contractor [1.1.1.14, 5.14.1]						

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The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	24 Months
Penalty for late Practical Completion, <i>if completion in sections is required</i> , excluding VAT [5.13]	
The penalty amount per day for failing to complete section 1 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 2 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 3 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 4 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 5 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 6 of the Works is:	R 500.00
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:	R 500.00



Penalty amount per calendar day for late Completion [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete the section, excluding VAT
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete the section, excluding VAT

B 11.0 Criteria to achieve Practical Completion [1.1.1.14, 5.14.1]

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required
13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	
13.8	
13.9	
13.10	

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B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

Applicable	If applicable, description of applicable elements
14.1	All civil works (e.g. roads, storm water system, paving, sewer and water lines, etc.)
14.2	Mechanical equipment (e.g. pumps including switchgear, etc.)
14.3	Landscaping including automated systems (irrigation)
14.4	Electrical equipment (e.g. emergency generators, electronic switchgear, etc.)
14.5	Security system/s (e.g. Access control, Intruder alarm, etc.)



14.6	Air conditioning system and plant
14.7	
14.8	
14.9	
14.10	

B 13.0 Payment [6.10]

Date of month for issue of regular payment certificates Refer [6.10.1]	n/a
Contract price adjustment / cost fluctuations [6.8.2]	Not Applicable
If yes, method to calculate [6.8.2 [CD]]	Contract price adjustment factor
Employer shall pay the contractor within: Refer [6.10.4 [CD]]	Thirty (30) calendar days

B 14.0 Dispute resolution [10.5 [CD]]

Mediation	YES
Name of nominating body	Association of Arbitrators (Southern Africa)
Appointment of Mediator	State Attorney
Litigation	Court with Jurisdiction

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B 15.0 SPECIFIC CHANGES MADE TO GCC 2015: 3RD EDITION

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.5	Amend Clause 1.1.1.5 as follows: 'Commencement Date' means the date of possession of site by the contractor.
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows: "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.13	Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects Liability Period is: 12 months. The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion.

1.1.1.15	The name of the Employer's Project Manager as appointed from time to time: Refer to A3.2
1.1.1.21.A	NEW CLAUSE INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State
1.1.1.27	This Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	No Clause.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.

1.1.1.36	Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36: A 'latent defect' is a material defect, which was not visible after 'reasonable' inspection. The latent defect period commences at the date of Final Approval Certificate and ends 5 years [after that date [5.16.3]. A patent defect is a flaw that is not hidden and ought to be easily identified upon reasonable inspection.
1.1.1.37	Contract participation goal documentation are as indicated in the tender data document DPW 03 (EC): TENDER DATA.
1.2.3.	Replace Clause 1.2.3. with the following: The Employer's Agent is as indicated in clause B 5.0 and shall have the authority to act on behalf of the employer as indicated in the contract document read with the contract data. [3.2.3].
1.3.4	Not applicable to this Contract.
1.3.5	Replace Clause 1.3.5 with the following: The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request during the contract, but in any event on completion of contract, the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its lien / retention or any other rights thereon to which it may be entitled. (b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor. (c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor. (d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies. (e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract. (f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.

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1.3.7	<p>Replace Clause 1.3.7 with the following By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.</p>
3.2.3	<p>1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer:</p> <ul style="list-style-type: none"> (a) Appointment of Sub-contractors – clause 4.4.4; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (d) Suspension of the Works – clause 5.11.2; (e) Final Payment Certificate – clause 6.10.9; (f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1; (g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1. (h) Any variation orders – clause 6.3.1 <p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer's Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer's Agent and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer's Agent authority in respect thereof: Clause 6.10.9 – Amend to read as follows: Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer's Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved). Clause 10.1.5 – Amend to read as follows: Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer.</p>

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	<p>5. Insert the following under 3.2.3: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer's Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer's Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's Agent and which has subsequently been rescinded.</p>
3.3.2.1	<p>Amend Clause 3.3.2.1 to insert the word "plant" to read as follows: Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>
3.3.3.2	<p>Amend Clause 3.3.3.2 to insert the word "plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.</p>
3.3.2.2.3	<p>Add to Clause 3.3.2.2.3 and 3.3.2.2.4 the following:</p>
3.3.2.2.4	<p>All oral communication must be reduced into writing to be binding on the parties.</p>
4.4.4	<p>Ref Clause 3.2.3</p>
4.8.2.1	<p>Amend Clause 4.8.2.1 to include the word "person", as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or</p>
4.8.2.2	<p>Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows: Provides any other facility or service of whatsoever nature o the Employer or to any of the said contractors, persons or authorities,</p>
4.12.3	<p>Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Ref Clause 5.6) Security (Ref Clause 6.2) Insurance (Ref Clause 8.6) <i>insert other requirements</i> insert other requirements insert other requirements
5.3.2	<p>The time to submit the documentation required before commencement with Works execution is: 21 days.</p>

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5.4.2	The access to, and possession of, the Site referred to in Clause 5.4.1 shall be <i>enter "exclusive" or "not exclusive"</i> to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply: <i>Insert an exposition of limitation.</i>
5.8.1	The non-working days are: Saturdays and Sundays The special non-working days are: Public Holidays; The year-end break annually published by the BCCEI (Bargaining Council for the Civil Engineering Industry)
5.9.1	Amend Clause 5.9.1 as follows: On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.
5.11.1	No Clause
5.11.2	Ref Clause 3.2.3
5.11.5	No Clause
5.11.6	No Clause
5.12	Ref Clause 3.2.3
5.12.2.2	Add the following to Clause 5.12.2.2 to read: "Abnormal climatic conditions means any weather conditions i.e. rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site"
5.13.1	Add the following to Clause 5.13.1: The penalty for failing to complete the Works: Refer to B10 CD
5.14.1	Amend the second paragraph of Clause 5.14.1 as follows: When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Employer's Agent not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14 th day after the contractor requested the Certificate of Practical Completion.
5.14.4	Add the following to Clause 5.14.4: Penalty for late due completion date will be 30% of penalty / calendar day. Penalty for late completion date will be 15% of penalty / calendar day.

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5.16.1	Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.
5.16.2	Amend Clause 5.16.2 as follows: No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.



5.16.3	The latent defect period for all works is: 5 years
6.2.1	The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.
6.2.3	Amend Clause 6.2.3 as follows: If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.
6.3.1	Add the following to the last paragraph "subject to obtaining approval from the Employer" (3.2.3)
6.5.1.2.3	The percentage allowance to cover overhead charges is: 33%, except on material cost where the percentage allowance is 10%.
6.8.2	When Contract Price Adjustment is applicable [B13] the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor (CPAF): The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Factor with the following values: The value of "x" is 0.15. The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel) The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel) The urban area nearest the Site is <i>insert name of urban area</i> . (Select urban area from Statistical News Release, P0141, Table A) The applicable industry for the Construction Material Price Index for materials / plant is <i>insert name of industry</i> . (Select the applicable industry from Statistical News Release, P0151.1, Tables 2,4,5) The area for the Producer Price Index for fuel is <i>insert name of area</i> . (Select the area from Statistical News Release, P0142.1, Table 1.) The base month is <i>insert month insert year</i> . (The month prior to the closing of the tender.)
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.

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6.9.1	Replace Clause 6.9.1 with the following: "Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent.
6.10.1	Add at end of Clause 6.10.1 The contractor shall provide the Employer's Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information: Monthly Local content report, EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) Tax Invoice Labour intensive report Contract participation goal reports

6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 %.
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace “28 days” with “30 days” provided all required documents have been submitted and are correct in all respects.
6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p><u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Employer’s Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</u></p>
6.10.6.2	<p>Replace Clause 6.10.6.2 with the following:</p> <p>“In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State”. (1.1.1.21.A).</p>
6.10.9	Ref Clause 3.2.3.

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7.2.1	The last sentence to read “Failing requirements or instructions, the Plant, workmanship and materials of the respective kinds shall be suitable for the intended purpose provided that materials procured for the works are from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the DPWI. Failing to comply, unless specified or approval granted will result in a ten percent (10%) penalty of the value of imported material used without approval.
7.5.3	<p>Add the following to Clause 7.5.3</p> <p>“Should the work inspected by the Employer’s Agent be rejected, all consultant’s fees / costs pertaining to the unsuccessful inspection shall be recovered from the contractor”.</p>
7.9.1	<p>Insert the following at the end of Clause 7.9.1:</p> <p>Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.</p>
8.2.2.1	<p>Insert the following as a second paragraph to Clause 8.2.2.1:</p> <p>The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the</p>

	Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.
8.3.1.10	Replace Clause 8.3.1.10 with the following: “Ionising, radiation, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuels, excluding leakages of any radioactive material / gases / corrosive liquids/chemicals, which are harmful to the environment and biological life, brought on to site for installation or used in the Works prior to final approval”.
8.4.3	Add the following as Clause 8.4.3: Where the Contractor has caused damage to property (moveable and immovable), of any person, the Employer or third parties, the Contractor shall on receiving a written instruction from the Employer’s Agent immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.
8.6.1	Replace Clause 8.6.1 with the following: Except if provided otherwise in the Contract Data, the Contractor, without limiting his obligations in terms of the Contract, shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractors obligations after the date of practical completion [8.2.1]
8.6.1.1.1	Ref B6.0 CD for value of insurance.
8.6.1.1.2	Ref B6.0 CD for value of insurance.
8.6.1.1.3	Ref B6.0 CD for value of insurance.
8.6.1.3	Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows: Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfilment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.
8.6.4	Omit clause

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8.6.6	Replace Clause 8.6.6 with the following: Without limiting the contractor’s obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer all the policies by which the insurances are effected and due proof of upfront payment of all premiums thereunder to keep the policies effective from the Commencement Date to the date of the end of the Defects Liability Period, if applicable, or otherwise to the issue of the Certificate of Completion.
8.6.7	Replace Clause 8.6.7 with the following: If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.
8.6.8	Add the following as Clause 8.6.8. HIGH RISK INSURANCE In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply: (1) Damage to the Works The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic



	<p>ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.</p> <p>When so instructed to do so by the Employer's Agent, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.</p> <p>(2) Injury to Persons or Loss of or damage to Properties</p> <p>The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as</p>
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	<p>set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p>
9.1.1	Ref Clause 3.2.3
9.1.2.1	Ref Clause 3.2.3
9.1.4	<p>Replace the first paragraph of Clause 9.1.4 with the following:</p> <p>"In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; necessary changes"</p>
9.1.5	<p>Replace the first paragraph of Clause 9.1.5 with the following:</p> <p>If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition: "</p>
9.1.5.5	No Clause
9.1.6	No Clause
9.2.1	Ref Clause 3.2.3
9.2.1.3.9	<p>Add the following as Clause 9.2.1.3.9:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.</p>
9.2.4	Add the following as Clause 9.2.4:



	In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.
9.3.2.2	Replace Clause 9.3.2.2 with the following: All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.
9.3.2.3	No Clause
9.3.3	Add the following at the end of Clause 9.3.3 After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever. Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.

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10.1.3.1	Replace Clause 10.1.3.1 with the following: All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.4	Ref Clause 3.2.3.
10.1.5	Ref Clause 3.2.3.
10.1.6	Add the following as Clause 10.1.6: If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.
10.2.1	Replace Clause 10.2.1 with the following: In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.
10.2.2	Replace Clause 10.2.2 with the following: If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.
10.2.3	Ref clause 3.2.3.
10.3.2	Replace Clause 10.3.2 with the following: If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.
10.3.3	Replace Clause 10.3.3 with the following: In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement.
10.4.2	Replace Clause 10.4.2 with the following: If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to

	mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.
10.4.4	Replace Clause 10.4.4 with the following: Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.

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10.5	Replace Clause 10.5 with the following: The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event: 10.5.1 The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties. 10.5.2 Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.
10.6	No Clause
10.7	No Clause
10.10.3	Replace Clause 10.10.3 with the following: The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Employer's Agent or Employer for the purpose of obtaining his ruling.

B 16.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<i>Select</i>
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<i>Select</i>
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<i>Select</i>

(d)	cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<i>Select</i>
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(e)	cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<i>Select</i>
(f)	DPWI National Youth Service training and development programme (NYS) – Condition of Contract.	<i>Select</i>
(g)	Labour Intensive Works – Condition of Contract.	<i>Select</i>
(h)		<i>Select</i>
(i)		<i>Select</i>

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E n/a

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	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)
Option E	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) (DPW-10.1 EC)]

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NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

Guarantee for payment by employer [11.5.1; 11.10]	Not applicable
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]	Not applicable

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

Where the contractor does not select an option, Option A shall apply

Payment methods

Option A	The preliminaries shall be paid in accordance with an amount prorated to the value of the works executed in the same ratio as the amount of the preliminaries to the contract sum, which contract sum shall exclude the amount of preliminaries. Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
Option B	The preliminaries shall be paid in accordance with an amount agreed by the principal agent and the contractor in terms of the priced document to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the principal agent and adjusted from time to time as may be necessary to take into account the rate of progress of the works

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations.

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations.

Contractor's selection

Select Option A or B

Where the contractor does not select an option, Option A shall apply.

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Provision of particulars

The contractor shall provide the particulars for the purpose of the adjustment of preliminaries in terms of his selection. Where completion in sections is required, the contractor shall provide an apportionment of preliminaries per section.

Option A	An allocation of the preliminaries amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) working days of the date of acceptance of the tender
Option B	A detailed breakdown of the preliminaries amounts within fifteen (15) working days of possession of the site. Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of construction equipment, establishment and dis-establishment charges, insurances and guarantees, all in terms of the programme

Adjustment methods

The amount of preliminaries shall be adjusted to take account of the effect which changes in time and/or value have on preliminaries. Such adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of preliminaries and shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works.

Option A	<p>The preliminaries shall be adjusted in accordance with the allocation of preliminaries amounts provided by the contractor, apportioned to sections where completion in sections is required</p> <p>Fixed - An amount which shall not be varied.</p> <p>Value-related - An amount varied in proportion to the contract value as compared to the contract sum. Both the contract sum and the contract value shall exclude the amount of preliminaries, contingency sum(s) and any provision for cost fluctuations.</p> <p>Time-related - An amount varied in proportion to the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4].</p>
Option B	<p>The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the preliminaries for the period of construction during which the delay occurred.</p>

Failure to provide particulars within the period stated

Option A	<p>Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply:</p> <p>Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the preliminaries per section is not provided, the categorised amounts shall be prorated to the cost of each section within the contract sum as determined by the principal agent</p>
Option B	<p>Where the detailed breakdown of preliminaries amounts for Option B is not provided, Option A shall apply</p>