



Private Mail Bag 2006, N16111 Code 127 01 Tel: 011 7000 info@cpwpi.co.za
 Equity Share Management: Mr. Theobald Mungoma – 011 314 7277
 Works Management – Mr. David Van Blerk

REQUEST FOR QUOTATION

You are hereby invited to submit a quotation for the supply and delivery of the following services to
 the following address: **HOLWENI POLICE STATION**

Address of documents to be deposited in the address above: National Department of Public
 Works and Infrastructure: Corner of Pickle Ka Seme (Allwal Street) and Samora Machelie
 (Wend Burger)

Item	Description	Period
1	DESUDGING OF JUNCTIONS AT C/GRANDE/SAFFLOWING AND TO CLEAR LINE	Current

CLOSING DATE: 06 DECEMBER 2022 : CLOSING TIME @ 11:00AM

NR: No bids documents will be accepted

Mark your quotation clearly to show you are doing the correct bid and attach a bill of material description that are
 attached to the scope and a copy through the delivery period and the validity period of your quotation. Quills
 must clearly indicate that you price the item in exclusives VAT. You may quote VAT only if you are a VAT
 taxpayer

TERMS AND CONDITIONS

- The supplier is to deliver any and all goods or services under the contract in accordance with the schedule
 defined on the order. Contract or appointment letter. The Department of Public Works and
 Infrastructure may impose separately and further conditions on the order, amount a sum of the charges
 upon completion of work, or that may be covered in the contract.
- The Department of Public Works and Infrastructure quotation documents must be fully completed
 signed by the bidder and bear the signature of the person and the knowledge of the placement and
 physical address of email, failure to comply with these requirements will result in the quotation being
 disregarded.

Your Faithfully

SIGNATURE

DATE:

For National Department of Public Works and Infrastructure

Acknowledgement of the request to quote:

Sign for company: _____

Company Stamp

Sign for project: _____



PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	DBNQ22/11/163	CLOSING DATE:	06/12/2022	CLOSING TIME:	11:00AM
DESCRIPTION	SAPS FOLWENI POLICE STATION: DESLUDGING OF SIX (6) SEPTIC TANKS OVERFLOWING AND TO CLEAR LINE				
THE SUCCESFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 & DPW04.2 G8).					
FOR DEPOSITABLE DOCUMENTS TO BE DEPOSITED IN THE BIDDING BOX AT THE OFFICE (SAPS FOLWENI)					

SUPPLIER INFORMATION					
REG. NO. (UIC):					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
EMAIL ADDRESS					
WEBSITE (URL) NUMBER					
			OR		
BUILDING CONTRACT VERIFICATION CERTIFICATE (TICK APPLICABLE BOX)	<input type="checkbox"/> YES <input type="checkbox"/> NO		BIDDER STATUS (TICK APPLICABLE BOX)	<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS YES, WHAT IS THE VERIFICATION NUMBER?					
AN ACCOUNTING OFFICER OR COMPANY DIRECTOR OR CORPORATION DIRECTOR AND HAVE TO SIGN AND AFFIX THE SIGNATURE	—	AN ACCOUNTING OFFICER AS CONTAINED IN THE BID DOCUMENTATION			
		A COMPANY DIRECTOR OR CORPORATION DIRECTOR AS CONTAINED IN THE BID DOCUMENTATION			
		A REGISTERED ACCOUNTING OFFICER			
		REGISTRATION NUMBER:			
BUSINESS ADDRESS					
.....					
.....					
.....					
.....					
TELEPHONE NUMBER:					
E-MAIL ADDRESS:					

(A BUSINESS STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT FOR B-BBEE Q&A) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

Q1.14: REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?	Yes <input type="checkbox"/> No <input type="checkbox"/>	ARE YOU A FOREIGN DISCOUNT OFFERER OF THE GOODS/SERVICES/WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No
) PAPER TO CLOSE PROOF) YES ANSWER PART B.3 BELOW	
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SUBMITTED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE (ALL APPLICABLE TAXES)
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:	TECHNICAL INFORMATION MAY BE DIRECTED TO:
CONTACT PERSON	CONTACT PERSON
CONTACT NUMBER	TELEPHONE NUMBER
FACSIMILE NUMBER	FACSIMILE NUMBER
E-MAIL ADDRESS	TELEPHONE NUMBER

**PART B
TERMS AND CONDITIONS FOR BIDDING**

- BID SUBMISSION:**
 - BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE BIDDING OFFICE'S OFFICES LATEST AT 10:00 AM ON THE DAY OF CONSIDERATION.
 - ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE.
 - BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION, NAMELY: BUSINESS REGISTRATION/DIRECTORSHIP/MEMBERSHIP IDENTITY NUMBERS; TAX COMPLIANCE STATUS, AND BANKING INFORMATION FOR PAYMENT PURPOSES. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
 - WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION, NAMELY: BUSINESS REGISTRATION/DIRECTORSHIP/MEMBERSHIP IDENTITY NUMBERS; TAX COMPLIANCE STATUS, MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
 - THE BID IS SUBJECT TO THE PRELIMINARY PROCUREMENT POLICY FRAMEWORK ACT 2002 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 THE GENERAL CONDITIONS OF CONTRACT (GCC) AND THE SUPPLIER ACT AND SUPPLIER LEGISLATION OF 1997 AND 2004 IN CASES OF CONTRACT.
- TAX COMPLIANCE REQUIREMENTS**
 - BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
 - BIDDERS ARE REQUIRED TO SUBMIT THEIR INDIVIDUAL PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO THE BIDDING OFFICE OF STATE TO VERIFY THE COMPANY'S PAYMENT AND TAX STATUS.
 - APPLICATION FOR TAX COMPLIANCE STATUS (PIN) MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS MANDATORY TAXPAYER2 WILL NEED TO REGISTER WITH SARS AS A TAXPAYER THROUGH THE ONLINE SARS SYSTEMS.
 - BIDDERS MUST ALSO SUBMIT ALL THIS TOGETHER WITH THE BID.
 - IN CASES WHERE CONSORTIA/Joint VENTURES/Joint Bidder BIDDING IS INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PIN TO THE BIDDING OFFICE.
 - WHERE NO TAX IS APPLICABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD) A CSD NUMBER MUST BE MAINTAINED.

5. QUESTIONS RE TO BIDDING FOREIGN SUPPLIERS	
5.1	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA? ☐ YES ☐ NO
5.2	DOES THE BIDDER HAVE A BRANCH IN THE REP? ☐ YES ☐ NO
5.3	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE REP? ☐ YES ☐ NO
5.4	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE REP? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTERED AS PER 2.8 ABOVE.

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

Note that:

- 1) The bidder must not be a company that's duties may not be performed under the bid order under Section 27(1)(b) of the Public Finance Management Act (PFMA) where the bidder would become subject to VAT on account of the turnover threshold or by incorporation in a foreign jurisdiction.
- 2) All delivery costs must be included in the bid offer, for delivery of the prescribed quantity to:

 - a) the delivery point of the former National Health Insurance Commission for its services <http://www.nhi.co.za>
 - b) the delivery point of the participating state(s), a division of NHI, assigned to the bid order and conditions will be set out in the PA-02 page 116. The price offer to be provided must be converted to be in the form of Rands.
 - c) if any other delivery point other than the given delivery points in the pricing schedule of the PA-02 page 116. The price offer to be provided must be converted to be in the form of Rands and conditions will be set out in the PA-02 page 116 in regard

1.4. The bidder must fund 0% of the total cost, may be a grant, according to unemployment insurance fund contribution and skills development levies.

PA-03 (EC): NOTICE AND INVITATION FOR QUOTATION

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

Project title:	SAPS FOLWENT POLICE STATION - REBUILDING OF 5A OFFICE PLUG LANKS (M - FENCING AND TC CLEAR LINE)
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Quotation no:	DBN022171160	Reference no:	ID-173481
Advertising date:	28/11/2022	Closing date:	03/12/2022
Closing time:	11:00 AM	Validity period:	30 Calendar days

1. REQUIRED ODB GRADING

It is estimated that tenderers should have a ODB qualification grading designation of 1 GB or higher, or 1 DE or higher.

DBN 022171160 is a construction work where only one class of construction work is applicable.

A preliminary (i.e. partially emerging) enterprises should have a ODB construction grading designation of select tender value range - select class of construction works - PE or higher, or select tender value range - select class of construction works - PE or higher.

DBN 022171160 is a construction work where only one class of construction work is applicable.

2. RESPONSIVENESS CRITERIA

2.1 Substantive responsiveness criteria

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

1	<	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	X	Tender offer must be properly received at the above closing date and time specified in the invitation fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (As per Standard Conditions of Tender).
3	Z	As per tender form specified.
4	-	Submission of (PA-03 (EC)) Form of Offer and Acceptance
5	-	Submission of (PA-16) Preference points claim form in terms of the Preferential Procurement Regulations 2017
6	X	Submission of (PA-36 and Annexure C): Declaration Certificate for Local Production and Content requirements
7	-	Submission of DPW 08 (EC) Particular Technical Specifications.
8	-	Submission of DPW- 5 (EC): Site Inspection Meeting Certificate
9	-	Submission of report of the independent audit conducted at location / site inspection meeting
10	-	Submission of DPW 21 (EC): Record of Attendance in tender documents
11	X	The tenderer must submit the fully priced Bill of Materials - Items 2-4 Documents (sample document inclusive of all parts) together with the tender.
12	>	Signatures of: PA-03 Notice And Invitation For Quotation

Quotation no: DND2211169

13	<input type="checkbox"/>	
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	

2.2 Administrative responsiveness criteria

The Employer reserves the right to review further information regarding the tenderer's responsiveness relating to award for the identified tender opportunity within seven (7) calendar days from request or as specifically indicated, will discuss the tender after final consideration.

1	<input checked="" type="checkbox"/>	Any candidate to be allowed to sign the tender documentation as per PA 15.1 or PA 16.2 must obtain a certificate of check-out from PA'S.S Special Director of Documents in life.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA 16.1, PA 16.2 PA 15.3); Declaration by the legal entity, or consortium / joint venture, or company / individual persons, to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA 16.1) Udon's check-out
4	<input checked="" type="checkbox"/>	Submission of (PA 16.2) Declaration of Designated Group for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input checked="" type="checkbox"/>	Submission of UTM-15 (1) Scheme of proposed sub-contractors
7	<input type="checkbox"/>	The winner of a contract must provide Bills of Materials to complete document (relative of all parts) within 4 days from request
8	<input type="checkbox"/>	Upon request, submit a complete set of records retrieved from local SAPS including any other relevant information and information required for archiving purposes
9	<input type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance
10	<input type="checkbox"/>	Submission of a valid e-filing ID, CCID#
11	<input type="checkbox"/>	
12	<input type="checkbox"/>	
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	
15	<input type="checkbox"/>	

Quotation no: CB502241402

3. PREQUALIFICATION CRITERIA

Preferential procurement: Not applicable

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

<input type="checkbox"/>	A tenderer having stipulated minimum 2 BEE status one or more below: <input type="checkbox"/> Level 1 or <input type="checkbox"/> Level 2 or <input type="checkbox"/> level 3
<input type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 50% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A township or village which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are military veterans <input type="checkbox"/> An EME or QSE

Functionality: Not applicable

Note: All bids involving the acquisition of engineering and construction works from all Grades A and above are subjected to lumpsuming.

Note: Functionality will be applied as a pre-qualification criterion. Bids tendered without it, will not be evaluated along with the bids which are evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	
Functionality criteria:	Weighting factor:

Total	100 Points
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Quotation no: DPW022/17/31

4. BID EVALUATION METHOD

This bid will be evaluated according to the evaluation procurement mode of the RFP. (If applicable, preference points will apply.)

<input type="checkbox"/> 80/20 Preference point scoring system	<input type="checkbox"/> 90/10 Preference point scoring system	<input type="checkbox"/> Either 80/20 or 90/10 Preference point scoring system
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In case where both 80/20 and 90/10 is selected, the lowest price/bidder will be used to determine the applicable preference point system.

5. ELIGIBILITY IN RESPECT OF RISKS TO THE EMPLOYER:

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

Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries a certain weight / importance and will be evaluated individually according to the criteria listed to the Bid Evaluation Committee by the Evaluation Team appointed for the project. A tender offer will be deemed to be non-responsive and removed from any further evaluation if any one or more of the criteria present an unacceptable risk to the employer.

In order for the evaluation report to be prepared by the Procurement Team, the Tenderer is obliged to provide complete bid information on form DPW-6 (17). 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 Evaluation Committee. Failure to do so will result in the tender offer being deemed non-responsive.

5.1 Technical risks:

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

The tenderer is required to have a record of comparable projects during the past specified period between 5 and 10 years. The number of current and previous comparable projects performed by the tenderer over the evaluation period prescribed by the Consultant team, based on its records and inspection of a representative sample of the tenderer's current and previous work as reflected on form DPW-6 (17) as well as, if necessary, other technical work executed by the tenderer, as reflected on form DPW-9C (EC), failing to provide comparable references will result in the tender offer being deemed non-responsive.

Aspects to be regarded as "comparable" includes (but may be selected according to the circumstances) size of project, risk assessed against monetary value of the project, specific quantifying parameters, nature of projects (building, engineering, highway, etc.), locality/area of execution (rural/urban), financial resources of the contractor, etc., complexity of project, projects in similar client department irrespective of end purpose of buildings/structures or services in progress of being created and time scale of projects from start to completion stage of its final development.

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

Attendance to contractual commitments and quality of work (range of comparable current and previous projects performed by the Tenderer during the last specific period between 5 and 10 years as per the

Quotation no: IIBN029/17/169

evaluation report prepared by the Evaluation Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DP/9-00 (EO), or will & if necessary, on any other work performed by the Tenderer.

Factors 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 of Figure is not necessarily applicable, & the contractual construction programme general.
2. The degree to which previous projects have been completed within the contractual completion periods under contract and thereby, and the speed of remedial response.
3. Project performance: time management, & programming of work, timeous ordering of materials and equipment of subcontractors;
4. Financial management: payment of suppliers and cash flow problems.
5. Quality of relationship: extent of response and financial attention to contractual work.
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, suitably site manager and foreman;
7. Personnel management: ability to know disputes and ability to resolve them about disputes amicably;
8. Subcontractors: extent of turnover in subcontractors, general ability and payment problems experienced;
9. Contract administration: contractual aspects such as complying policies and regulations, measures, quality, submission of required documents, financial reaction to written contract instructions, appointment of subcontractors, etc. as can generally be expected in standard terms 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. Delay: extent of causing delays to completion of work, timeliness, and claims of change and delay claims.
13. Final account: extent to which the contractor settles it finally on the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

Attendance of suitably qualified and appropriately experienced human resources, both in respect of site staff and/or other staff (project manager, site supervisor, site foreman including other professionals, technical and/or semi-technical) of the Tenderer, Service Provider to this project, as part of the Tendering Service Provider will be able to respond/engage appropriately to the Services required herein. The Company Organisation with Civil and/or other ID and all principals and employed workforces as well as principal officers and negotiators will be verified. Current and future work load 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 competency identification meeting, if applicable

(If applicable) submission of confirmation of DP/9-31 (F89) attendance of compulsory identification meeting or proof of attendance in compulsory identification meeting by a suitably qualified and experienced representative of the Tenderer in terms of Table 1 (EO) and invitation to Tender.

5.2 Commercial risks:

The financial viability assessment will evaluate the risk over the life of the contract entered, whether the Tenderer will be able to deliver the goods and services required and specified in the contract and be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully by the contract term(s).

DPWI/DPW/NOTICE AND INVITATION FOR QUOTATION

supplies to be constructed include but are not limited to, the executive roles (ordered, banking, financial) supply and capacity when the tenderer has or has access to qualified financial resources to deliver the goods and services described in the tender documentation (including fulfilling any guarantees or warranty

Quotation no: DPHQZ/17/100

claims, whether the tenderer is not without a any consent or instituting legal action (either criminal proceedings or civil claim) of application which may be assessed on the financial standing of the tenderer on the delivery of the goods or services, financial reports from auditors as proof of financial liquidity and company or any other company or investor agreements and financial statements.

6. COLLECTION OF TENDER DOCUMENTS

- 6.1 Tender documents are available for free download on e-Tender portal www.ebids.co.za
- 6.2 Tender documents can also be obtained by sending a request to the DPWI project manager by e-mail dpwi@dpw.gov.za or phone (011) 623 1000 (toll free) or (011) 623 1001 (local) or by fax (011) 623 1002.

7. BITE INSPECTION MEETING

A pre-bidder site inspection meeting will be held in respect of this tender. Attendance of all pre-bidders at the inspection meeting is a **pre-requirement**.

The particulars for the pre-bidder site inspection meeting are given in the invitation for the inspection meeting, viz:

Venue	N/A		
Virtual meeting link	N/A		
Date	N/A	Starting time	N/A

8. ENQUIRIES

Enquiries related to tender documents may be addressed to

DPWI Project Manager:	Hazel Van Buren	Telephone no:	011 623 1100
Cellular phone no:	082 204 0708	Fax no:	
E-mail:	enq-ic.vanburen@dpw.gov.za		

9. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

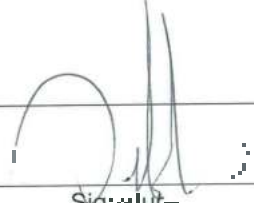
The quotation documents, seals, tenders, and related documents for the tender will not be accepted if the quotation is for sealing, addressing, delivery, opening, and assessment of tenders are stated in the Tender Data.

All documents must be completed in the name of the bidder and submitted on the official forms (forms not to be re-used).

Quotation no: CE\2022\1764

<p>Tender documents may be posted to:</p> <p>The Chief Executive Department of Public Works and Infrastructure Private Bag X 51515 Cape Town 4000</p> <p>Attention: Procurement section: Room 03 top floor of BCP Banking Hub</p>	<p>OR</p>	<p>Deposited in the tender box at:</p> <p>Days Ave 18 General Dr Pieter Ka-Sempe Sempe Muthi street DURBAN 400005</p>
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10. COMPILED BY:

David Van Blerk		22/12/22
Name of Project Manager	Signature	Date

SAPS AIRWING PROSPECTION 010 163177 urgent service
Repairs to leaking roof above female toilets and ablution next to hanger



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**SPECIFICATION
UNPLANNED MAINTENANCE
AT
SOUTH AFRICAN POLICE
SERVICE AIRWING PROSPECTION
FOR
REPAIRS TO LEAKING ROOF ABOVE
FEMALE TOILETS AND ABOVE ABLUTION
NEXT TO HANGER INCLUDING CEILINGS
REF. ID 163177
URGENT SERVICE
29/08/2022**

Chief Project Manager: MR DAVID VAN BLERK - Cell: 082 8264906

RE FAX QUOTE BACK TO SCM ON FAX NO:

CLOSING DATE BEFORE 11:00 AM ON THE:

NB: Contractors to visit site before quoting to make sure of what needs to be done

Total number of pages to be received and returned by Tenderer - 3 pages

P. MARESCIA

SANS AIRWING PROSPECTION (AP 163177) regular service
Regulate the working conditions for civil pilots and aviation staff as follows:

CONDITIONS OF TENDER

- Contractor must introduce themselves and also they will be going to the nearest official of the above institution before any assumption of work (Contract official at Institution Air 1, Government 1104 50% 2246). The successful Tenderer must only execute these services on receipt of an official order number and proceed with due diligence to its final completion in all respects.
- At the completion of the work the Contractor must submit an attached copy of the invoice sheet and must be sent together with the work formatory to the Department of Public Works SCID official or Works Manager.
- Tenderer is aware that all quantities are non-measurable.
- All prices quoted must be inclusive of labour, material, profit, margin and all necessary equipment and using step ladder.
- Contractor may provide their qualifications in their own format provided it is on their own company letter head.
- Tenderer is to supply project safety plan and work schedule at the commencement of work.
- The tenderer must supply high and medium voltage lines as are cellular construction.
- The tenderer must note that the work shall be at all times, for the duration of the contract, be carried out under the supervision of a safety and compliance representative of the contractor, who will be able give authorisation to machine and company instructions on behalf of the contractor. A sufficient number of workers shall be employed at all times to ensure the satisfactory progress of the work. In addition, the Department reserves the the right to employ local workers under its unskilled / unskilled work according with the Standard Public Works Programme.
- The contractor must comply with all Occupational Health and Safety regulations.
- Tenderer to have insurance their files.
- Job cards must be detailed, stamped and signed by their local Department for each day of work.
- Sample of all services must be detailed, stamped and signed by the relevant Department or final inspection of service.
- Contractor must provide proof of relevant required registrations and all compliance certification, namely CTDH and CNR documentation.
- The contractor is to submit the artisan's proof of qualifications (certificates) that marked on this site and whose names appear on the job cards.
- Contractor aware that all cables must be removed from site on a regular basis. On completion, the contractor to leave the site without any files as required.
- The contract period is three days from the date the official order.
- Times shall be considered as the essence of this contract. If no work or failure to complete the work within the above specified contract period a penalty will be imposed, based according to the estimated value of the contract and will be deducted from the amount due.

In terms of the SANS requirements the appointed contractor must comply with the following:

Working requirements

- Contractor must have suitably certified/registered & qualified persons/technicians relative to the specific service to be rendered.
- Contractor must be registered with the Department of Labour & other relevant outsourcing bodies.
- Contractor must be registered for Workmen's Compensation and have a valid letter of good standing.
- All work must be done in accordance with SANS 11100 (from 1 Africa National Standards for Buildings).
- All services carried out must comply with Occupational Health and Safety Act & Regulations Act Number 95 of 1993.
- Contractor to submit Artisan Qualifications for the person whose name is in the job card that was sent to do the work at the appointed site.

SAAS AIRWING PROSPECTION (2016/17) urgent service
Repairs to existing roof above female toilets and addition of 4 to lounge

SCOPE OF WORKS

CONTRACTOR TO REPAIR/DRAIN/REPLACE ABOVE FEMALE TOILETS AND ABOVE AREA BELOW NEXT TO LUNGEA AND REPLACE DAMAGED CEILING/CEILING AS WELL AS PER SPECIFICATION

No.	Description	Qty	Rate	Total
1	CONTRACTOR TO HAVE SAFETY PLAN IN PLACE TO PROTECT SAFETY PLAN TO DEPARTMENT FOR SAFETY AND BACK UP FOR COMMENCING WORK ON SITE AS PER THE INTERNATIONAL HEALTH AND SAFETY ACT	1		
2	Female toilets CONTRACTOR TO ERECT SAFE SECURE SCAFFOLD TOS - 5L HIGH ABOVE FEMALE TOILETS AND REPAIR ROOF LEAKS WITH MEMBRANE BANDAGE AND SABS APPROVED ROOF SLABS AS PER INSTRUCTION MANUAL. CONTRACTOR TO REMOVE SECTION OF DAMAGED CEILING AND SUPPLY AND FIT WITH NEW SECTION OF CEILING 1.4m ² AND TO FINISH OFF WITH COVERSTRIP. CONTRACTOR TO PAINT WITH WHITE EVA CEILING PAINT TO MATCH EXISTING WORK. NEWLY DIPPED SILEX ON THE CEILING	5		
3	Addition next to lounge CONTRACTOR TO ERECT SAFE SECURE SCAFFOLD TOS - 5m HIGH ABOVE AREA NEXT TO TOILETS AND REPAIR ROOF LEAKS WITH MEMBRANE BANDAGE AND SABS APPROVED ROOF SLABS AS PER INSTRUCTION MANUAL - 12m ² . CONTRACTOR TO REMOVE LIGHT FITTING BY 200mm x 200mm DIMENSIONS AND KILN FOR REMOVAL OF ENTIRE DAMAGED CEILING FROM ABOVE AND SUPPLY AND FIT WITH NEW CEILING INCLUDING CORNICE COVER VENTS. CONTRACTOR TO RE-FIT EXISTING LIGHT FITTING BY 200mm x 200mm x 200mm AND TO FINISH WORKING AREA WITH WHITE EVA CEILING PAINT TO MATCH EXISTING	7		
4	CONTRACTOR TO CLEAN UP THE WORKING SITE AND TO LEAVE SITE CLEAN ON COMPLETION	Total		

Sub Total

() To mark up

Total A:

END OF BILL OF QUANTITIES

1	TRANSPORT (MATERIALS) () TRUCKS @ (R) PER HOUR x () TRIPS =	Each		
2	LABOUR: () ARTISAN @ (R) PER HOUR x () HOURS =	Each		
3	LABOUR: () ASSISTANT @ (R) PER HOUR x () HOURS =	Each		

Total B:

END OF SPECIFICATION

	Sub Total A+B	R
--	---------------	---

SAPS AIRWING PROSPECTING (P) in (C) regions service
Ngapua no kaitiaki māfahono pumau torika and addition wai ki hōuere

		Adj 15% VAT	R
		Final Total	R
A.	Total in Words:		
B.	Name of Contractor Entity	CST registration No.	CIDB registration No.
C.	Signature	Date	Contract period is (?) months

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

Full Name	Identity Number	Name of State Institution

(1) This would be the person or a group of persons holding the majority of the equity or an enterprise, collectively, the person(s) having the deciding vote or exerting influence on its affairs. The source of information of this is required.

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of the 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 consortium² will not be considered as collusion in 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 situation, 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 name 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 award 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.

² Joint ventures or Consortiums shall be considered as entities for the purpose of combining their expertise, resources, capital, manpower, skills and knowledge in all activities for the execution of the contract.

3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 58 of the Competition Act No 89 of 1998 and/or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and/or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Postler

.....
Name of bidder

This form has been signed by BIF

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

with effect from date of issue and registration number: _____

and: _____

RESOLVED that:

- The Enterprise submits a Bid / Tender for a Contract for Public Works in respect of the following project:

Bid / Tender Number: _____ Bid / Tender Amount: per Rand: _____

- That/That/That: _____

in his/her Capacity as: _____

and he/she will sign as follows: _____

he/she is hereby authorized to sign the Bid / Tender and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all assurance letters, resulting from the award of the Bid / 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			

The above mentioned documents shall be signed by the Board of Directors of the Enterprise, together with the accompanying agenda.

Notes:

1. The above mentioned documents
2. and the minutes must, where possible, be signed by all persons who are Members of Board of the Enterprise.
3. In cases where signing of documents concluded with the Enterprise can be signed by Director or Assistant of Director in the case of the signed documents of the Enterprise, the name and full name of Director or Assistant of Director must be
4. Director/Assistant of Director of the Enterprise. The signature must be signed by the person in charge of the document or the person in charge of the document. The person in charge of the document must be the person in charge of the document or the person in charge of the document. The person in charge of the document must be the person in charge of the document or the person in charge of the document.
5. Should the members of Board of Directors of Enterprise express the opinion that the documents are not in compliance with the agenda, they shall return the documents to the agenda.

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:

(Legal entity name and registration number, if applicable, of the Enterprise)

Held at _____ (venue)

On _____ (date)

RESOLVED that:

1. The Enterprise submit a Bid/Tender, in accordance with the following Enterprise:

(Insert the legal entity name and registration number, if applicable, of the Enterprise forming the consortium/ JV)

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

(Project name and Bid/Tender Reference)

(Bid/Tender Number: _____) (Contract Reference: _____)

2. That the Bid/Tender is submitted by _____

in his/her capacity as: _____ (Name and Position)

and who will sign as follows: _____

and is hereby authorized to sign a consortium/joint venture agreement with the parties listed under item 1 above and to attend and handle all the legal and/or correspondence in connection with and arising from the consortium/joint venture in respect of the project mentioned under item 1 above.

3. The Enterprise accepts, binds and covenants itself with the parties listed under item 1 above to the full and complete fulfillment of the obligations of the joint venture consisting firm, and in any way connected with the Contract to be entered into with the Department in respect of the project mentioned under item 1 above.

4. The Enterprise agrees to be deemed a firm of persons which will be deemed to be a firm from the joint venture agreement entered into with the Department in respect of the project under item 1 above.

Physical address: _____

_____ (Name)



Part 5.2 Requesting Board of Directors to enter into Consortia or Joint Venture

Postal Address: _____

 _____ (code)

Telephone number _____

Fax number _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
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12			
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14			
15			
16			

The undersigned hereby request the Department of Trade and Industry does any further refinements that may be required to assist in the success of the project being signed.

Notes:

1. Delete when local applicant.
2. This declaration must be provided to the undersigned Director / Member of Parliament of the Business Development Bank.
3. Where none of the paragraphs 2 above is applicable, the undersigned must be signed by Director / Member of Parliament holding a capacity of the member / applicant of capacity. Otherwise, please provide a declaration of non-eligibility.
4. Director / Member of Parliament of the Business Development Bank / Applicant, appoint a person to sign this document on behalf of the Director / Member of Parliament in case of absence, signed by the Director / Member of Parliament holding a capacity of the member / applicant. If the Director / Member of Parliament is not available, the undersigned must be signed by the undersigned.
5. Should the number of Director / Member of Parliament exceed the space available above, the undersigned 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 authorized representatives of the following legal entities who have entered into a consortium/joint venture in order to bid for the project mentioned below, hereby consent to, approve and authorize number, description of the project to be bid for in accordance therewith.

1. _____
- _____
2. _____
- _____
3. _____
- _____
4. _____
- _____
5. _____
- _____
6. _____
- _____
7. _____
- _____
8. _____
- _____

Initial _____ Date _____

By _____ Date _____

RESOLVED that:

RESOLVED that:

- A. The abovesigned Entities submit a Joint Undertaking Memorandum of Understanding to the Department of Public Works in respect of the following project:

you will refer to the relevant Tender Document.

Bid Tender Number _____ (Bid Tender Document) for the Project: _____

EA-15 - Special Recruit of Consortium of Joint Ventures

- B. The Vendor's _____
 in form of Capacity no. _____ (Name of the company)
 and whose address follows: _____
 be, and is hereby authorized to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid as well as to sign any Contract and any other documentation, resulting from the award of the Bid to the Enterprise in Consortium/Joint Venture mentioned above.
- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall be regarded as business under the name and style of:

- D. The Enterprises to the Consortium/Joint Venture accept (joint and several liability for the due fulfillment of the obligations of the Consortium/Joint Venture rendering) in any way determined in 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 fulfillment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprises to the Consortium/Joint Venture shall, without the prior written approval of the other Enterprises to the Consortium/Joint Venture and of the Department, make any or its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department in respect to the Bid.
- G. The Enterprises mentioned in the above shall attend or represent at the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department, in respect of the project under item A above:

Physical address: _____

 _____ (Postal code)

Postal Address: _____

 _____ (Postal code)

Telephone number _____

Fax number _____

PA-15.8: Special Resolution of Consideration of a Measure

	Name	Capacity	Signature
1			
2			
3			
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14			
15			

The meeting was held in accordance with the provisions of the *Local Government Act 1995* and the *Local Government (Meeting Procedures) Regulations 2002*.

Notes

1. A Special Resolution of 100% was passed.
2. The meeting was held in accordance with the provisions of the *Local Government Act 1995* and the *Local Government (Meeting Procedures) Regulations 2002*.
3. The meeting was held in accordance with the provisions of the *Local Government Act 1995* and the *Local Government (Meeting Procedures) Regulations 2002*.
4. The meeting was held in accordance with the provisions of the *Local Government Act 1995* and the *Local Government (Meeting Procedures) Regulations 2002*.



PA18: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must be filled out by all bidders who do not contain general information and will serve as a claim form for preference points for Black-Owned Enterprise (BOEE) Empowerment (B-BBEE) Status Level of Contribution.

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

1. GENERAL CONDITIONS

1.1 The following preference-point system is applicable to all bids:

- the BOEE system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the B-BBEE system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to be Not Exceeding R50 000 000 (all applicable taxes included) and therefore the BOEE system would be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	40
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SAHAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 An Exempted Micro Enterprise (EME) is any required to obtain a sworn affidavit or a certificate issued by Companies and Intellectual Property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6 Qualifying Small Enterprise (QSE) is any required to obtain a sworn affidavit or a certificate issued by Companies and Intellectual Property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.



- 1.7 The purchaser may use the right to require a bidder, either before a bid is adjudicated or at any time subsequently, to submit, via any claim in regard to preference, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY BEE AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ARE READY ISSUED BEFORE 31 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017.

2. DEFINITIONS

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

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

- (i) "rand value" means the final estimated value of a contract in South African currency, calculated at the time of bid evaluations and includes all applicable taxes and levies due;
- (ii) "sub-contract" means the primary contractor's existing, existing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (iii) "total revenue" bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Urush-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- (iv) "trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (v) "trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

$$P_2 = 80 \left(1 - \frac{P_1 - P_{\min}}{P_{\max}} \right) \quad \text{or} \quad P_2 = 90 \left(1 - \frac{P_1 - P_{\min}}{P_{\max}} \right)$$

Where:

- P_2 = Points awarded for comparison of price of bid under consideration
- P_1 = Comparison price of bid under consideration

PMH = Comprehensive of lowest acceptable etc

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

5.1 In terms of Regulation 3(2) A or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for obtaining the B-BBEE status level of contribution in accordance with the table below

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	19
3	8	18
4	6	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5.2 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submit their B-BBEE status level certificate.

5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity provided that they submit their consolidated B-BBEE scorecard as if they were a group structure and that scores as mentioned B-BBEE scorecard is prepared for every separate bid.

5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificate in terms of the specialized expression as framed in the B-BBEE Codes of Good Practice.

5.5 A person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 4.3.1.2 AND 5.1

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

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

8. SUB-CONTRACTING (relates to 5.2)

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

8.1.1 If yes indicate:

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural areas, townships, or townships		
Co-operative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

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



[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

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

8.8 I/we, the undersigned, who is/are duly authorized to do so on behalf of the company/firm, certify that the points claimed, based on the 3-BSC status level of contribution indicated in paragraph 7 of the foregoing certificate Form A11, does/does not qualify the company/firm for the preference(s) shown and I/we acknowledge that:

- (i) the information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 7 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If (i) a 3-BSCFF status level of contribution has been claimed or assumed on a fraudulent basis or any of its conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) Restrict the ability of contractor, its shareholders and directors, or any of the shareholders and directors who register as a fraudulent bidder, from carrying out any business from any organ of state for a period not exceeding 10 years, and the said illness period (near the other side) rule has been applied, and;
 - (e) Forward the matter for criminal prosecution.

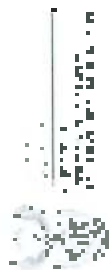
WITNESSES:

1.
2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE: ADDRESS:



PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: _____

Name of vendor: _____

Yes No Not Applicable (tick appropriate box)

1. LIST ALL PREFERENCE CATEGORIES, MEMBERS OR SUBSIDIARIES BY NAME, IDENTITY NUMBER, CITIZENSHIP AND RESIDENCY GROUPS.

Name and Summary of Preference Category and Membership	Percentage awarded	Risk:	Indicates if vendor	Indicates if woman	Indicates if person with disability	Indicates if vendor is a member of a designated group (i.e. Urban Township (U), etc.)	Indicate if vendor is a member of a designated group (i.e. Urban Township (U), etc.)
1.	%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> U <input type="checkbox"/> J <input type="checkbox"/> I <input type="checkbox"/> O	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.	%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> U <input type="checkbox"/> J <input type="checkbox"/> I <input type="checkbox"/> O	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.	%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> U <input type="checkbox"/> J <input type="checkbox"/> I <input type="checkbox"/> O	<input type="checkbox"/> Yes <input type="checkbox"/> No
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6. Where Company has members of designated groups, please specify the percentage of the company's membership in the following categories. Provide membership numbers. (Note: only those categories that you need to apply for are to be included.)

NAME: Example Micro Enterprises
 CATEGORY: Minority Business Enterprises

Vendor: "I hereby certify that the information provided in this form is true and correct as of the date of completion of this form." (Date: _____)

Page 1 of 2
 (Rev. 01/11)

FACILITIES MANAGEMENT

CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1



PA-10 (FM): CONDITIONS OF CONTRACT

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1. DEFINITIONS

- 1.1. The following words and expressions used will have the meanings hereby assigned to them except where the context otherwise requires:
 - 1.1.1. **Additional Services** are services in the quantity of the nature services detailed in the Scope of Works;
 - 1.1.2. **Bill of Materials** means the document or documents in the Pricing Data that describes the Services and includes the quantities and rates associated with each item which the Employer requires the Service Provider for the Services comprised;
 - 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 which the Service Provider is notified of their employee's commencement of work;
 - 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 specifications, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the requirements and obligations of the contracting Parties and the procedure for the administration of the Contract;
 - 1.1.7. **Contract Period** is term of commencement Date for the period stated in the Contract Data;
 - 1.1.8. **Contract Price** means the amount payable for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions therefrom as may be made from time to time under the provisions of the Contract;
 - 1.1.9. **Contract Sum** refers to the sum of stated in the Services Provider in the Form of Offer and Acceptance;
 - 1.1.10. **CPIA** means annual price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods specified 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 in preparation of a quote and time to be announced by the Service Manager and any modifications thereto or additions thereto from time to time required in writing by the Employer or determined in the Services 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, instruments, machinery, vehicles and things of whatsoever nature required in or for the executing, carrying out or perfecting completion of the Services in connection with the contract;
 - 1.1.15. **Facilities** means the land and buildings, situated in the Scope of Works, and any additions, or services thereon, made available by the Employer for the purposes of the Contract or, alternatively, in which the Services are to be performed or carried out;
 - 1.1.16. **Form of Offer and Acceptance** means the written instrument which the Employer to the Service Provider regarding the acceptance of the Service Provider's offer;
 - 1.1.17. **Identified Projects** means any projects, other than routine Services, identified and approved by the Parties during the Contract term or any extension or renewal, to be carried out in terms of the Contract;

- 1.1.15. "Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the generation of the Services.
- 1.1.16. "Month" refers to the period commencing on the first day of a month to the day preceding the corresponding day of the next month;
- 1.1.17. "Parties" means the Employer and the Service Provider;
- 1.1.18. "Project Data" means the document that contains the Bill of Materials and provides the order and conditions which it will be assumed in the Contract were taken into account by the Service Provider when developing the prices;
- 1.1.19. "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;
- 1.1.20. "Service Provider" means the person or entity named in the Contract Data, where other has been designated by or on behalf of the Employer and, where applicable, includes all Service Providers, heirs, executors, administrators, trustees, joint managers or liquidators, as the case may be, but not, except with the written consent of the Employer any assignee of the Service Provider;
- 1.1.21. "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 then Service Manager by written notice to the Service Provider without the need for the Service Manager to assent thereto;
- 1.1.22. "Scope of Work" means 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 performed or performed;
- 1.1.23. "Service Period" refers to the period set out in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.24. "Transition Stage" refers to the period indicated in the Contract Data which commences immediately on the expiry of the previous period, and during which the Services to be provided by the Service Provider shall include, in addition to the provision and transfer to the Employer, services necessary for managerial, support and information services within the Scope of Work.

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 partnership, in respect of which s 5(1)(c) of the SAIA 2015;
- 2.2 The headings to the clauses and the 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 therein;
- 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 assigned therein and cognate expressions bear corresponding meanings;
- 2.6 In any provision which defines a substantive provision concerning rights or imposing obligations on any Party, which may be given more than one alternative basis by the body of the Contract, notwithstanding that it may be included in the Interpretation Clause;



2. 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 3.3 and 3.4 relating to breach and termination respectively, this Contract will commence on the Commencement Date and continue on the terms of the Contract except in so far as modified in terms of clause 3.3.

3.3. The terms and nature 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 have been reduced to writing and signed by the authorized members/agents of both Parties.

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

4.1. The Employer shall provide or supply the Service Provider with:

4.1.1. All relevant, reliable data and information required and requested by the Service Provider in 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 this Contract.

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

5.1. The Service Provider shall, in executing its obligations, comply with the Service Manager's written instructions in any matter relating to the Services.

5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorized by the Service Manager in terms of Clause 5.

5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise incur any liability on behalf of the Employer, save where prior written authorization has been obtained.

5.4. The Service Provider shall ensure that the employees engaged to provide the Services have the relevant experience and expertise necessary for rendering of the Services with the degree of diligence and 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 premises, be unskilled, inexperienced, incompetent or negligent in the delivery of the Services, or whose presence on the job will be a detriment to the Services, or whose presence on the premises, on reasonable grounds, to be undesirable for the Employer, may, on written and legitimate grounds therefor, require that such person be removed. Such person shall not again be employed in the Services without the prior written consent of the Employer.

5.6. The Service Provider understands and agrees such removal as referred to in 5.5 above without delay or receipt of the Employer's written notice.

5.7. The Service Provider shall ensure that responsible persons who shall be responsible and checked 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 premises safe and in a safe condition.

5.9. Notwithstanding anything herein contained to the contrary, it is hereby agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or any employees and the Employer 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 execute such delegations, on the condition that a notice thereof is to the Service Provider.
- 6.3 Such delegations shall be in writing and the Service Manager shall have the Service Provider's written consent that the delegation is to be made.
- 6.4 The Service Provider may at any time, prior to giving effect thereto, give any written order or instruction of the Service Manager's delegate to the Service Manager who shall be deemed to have executed any 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 expense incurred in making 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 and a formula of retention of 2.5% of the Contract Sum (see "VAT")

8. SECURITY OF SERVICE

- 8.1 In the event of security clearance being required for the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake knowledge security clearance for which purpose the necessary forms will be made available to the Service Provider in the return form by the Employer. The Service Provider accepts that if any or any of its human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.
- 8.2 The personal data of persons engaged in the rendering of the Services shall be duly protected and, where required, securely cleared.

9. CONFIDENTIALITY

- 9.1 The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or work thereunder, which is due to his presence on 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 photography or other reproduction, without the Employer's prior written consent. Any disclosure or improper use of the confidential information, without the Employer's prior written consent, will be at the Employer's expense.

 - 9.1.1 The Service Provider shall be liable for any loss or damage suffered by the Employer and shall indemnify the Employer against any expense incurred by the Employer as a result of such unauthorized disclosure or use thereof, either in whole or in part, either.
 - 9.1.2 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 thereof, in each instance with the rendering of the Services or 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 sole purpose of rendering the Services, provided that the identity of such consultants is kept or made known in that manner in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.



- 10.3 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 persons.
- 10.4 The confidential information shall remain the property of the Employer and the Employer may demand the return of the confidential material, at the cost of the Service Provider, at any time during the contract. In the event of the Service Provider's failure to comply with this clause, the Service Provider shall return all of the confidential information and shall destroy all copies and reproduce, retain, publish or disseminate it in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.

11. AMBIGUITY IN DOCUMENTS

- 11.1 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 interpret any issue in the favour of the Employer. A written explanation clarifying details of the subject matter, if any, shall be under instruction and control of the Employer, if any, in the absence of such instructions.

12. INSURANCES

- 12.1 It will be the responsibility of the Service Provider to assess the risks on the project and to ensure that he obtains and maintains the adequate insurance to cover such risks.

13. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES

- 13.1 The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an appropriate health and safety plan and such other information required by the use of the Factories, Health and Safety Act 1963.

- 13.2 The Service Period shall commence 30 days from the commencement date, or on such other date as may be specified in the Contract Data.

- 13.2.1 Notwithstanding the provision of 13.2, the Service Provider shall be given access to the site or premises or facilities, on or after the provision by the Employer of an appropriate health and safety plan and of the necessary information being provided in accordance with Clause 12.1 and 13.1 respectively.

- 13.4 The Service Provider shall be given access to the Facilities or Data to the extent and subject to the terms of the Services in accordance with his programme, referred to in clause 13.1 or after the receipt of the written instruction to the effect:

- 13.5 If the Employer fails to give the Service Provider access to the facilities 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 Manager shall be entitled to assess such costs and provide that the Service Provider shall be liable to waive its claim and that he has taken all reasonable steps to mitigate the additional costs.

14. PROGRAMME

- 14.1 The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a detailed 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 provided and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.

- 14.2 The Service Provider shall, on receipt of a written request from the Service Manager furnished by the Employer in any documents or information of whatever nature, in support of the programme and/or in addition to the programme, within the Services are to be rendered under the contract, in the principal and used in the rendering of the Services under the programme of the various parts of the Contract, and/or in any other such law for access.

- 14.3 A programme and cash flow forecast will be submitted in terms of 12, and reviewed and may be revised in circumstances may require.



13.4. Agreement to the programs 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 subcontracted work must comply with all 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 (K&S) & INDEMNITY

15.1. The Service Provider undertakes to obtain the necessary consent from the proprietor or their representatives. The Service Provider shall not use or the intellectual property of any other person.

15.2. The Service Provider further indemnifies the Employer against any claim or action (including reasonable attorney's and other costs) caused by or arising from the failure to obtain such consent.

16. COMPLIANCE WITH LEGISLATION

16.1. This contract 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 involves liability for 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 mandated by such legislation without regard to any terms, conditions or anything 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 unless discretion is allowed and exercised to specify otherwise in writing given 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, duties and other charges payable to the government 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 will be the responsibility of the Service Provider to obtain the necessary permits and/or permits, referred to in Clause 16.1, 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 held liable for the Service Provider for any of the fees, taxes, duties and other charges referred to in 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 result or can or 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 the all available information regarding death or damage to property.



10.5. The Service Provider and its employees immediately on becoming aware of the Contract, recognizing the fundamental principle that is legal or immovable.

10. NUISANCE

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

10.2. The Service Provider hereby indemnifies the Employer against all liability, arising out of the Service Provider's non-compliance with his obligations in terms of Clause 10.1.

11. MATERIALS, WORKMANSHIP AND EQUIPMENT

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

11.2. The Service Provider shall, in accordance with the Scope of Works or if it is not stated by the Service Manager, carry out tests demonstrating the accessibility of the relevant Services provided, or the suitability of materials or equipment to be used.

11.3. The Service Provider shall provide all necessary appliances, fixtures, 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.

11.4. All costs for tests mentioned shall be deemed to be included in the Service Provider's price.

11.5. Copies of the reports on the tests referred to in Clause 11.2 shall be forwarded by the Service Provider to the Employer within 10 days of the testing being completed.

12. URGENT WORK

12.1. The Employer may, by itself or through another service provider, effect any remedial or other urgent work which becomes necessary due to an act or omission on the part of the Service Provider.

12.2. If the remedial or repair work is immediately 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.

12.3. 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, the Service Provider may cause to be carried out any labour or other work which is necessary to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.

12.4. The Employer shall be liable to effect or repair work in terms of 12.3. If the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount due under this Contract or under any other contract in force at the time existing between the Employer and the Service Provider and in this regard all these contracts shall be considered one and the same.

13. INDEMNIFICATION

13.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suit or legal proceedings whether a tort, contract law or by statute in respect of:

13.1.1. personal injuries to or the death of any person arising out of, or due to, negligence or attributed to or in the course of or caused by the rendering of the Services;

13.1.2. loss of or damage to any movable or immovable or personal property or property comprised in the Facilities or other belonging to or under the control of the Employer or any other body or person arising out of, or due to, negligence or attributed to or in the course of or caused by the rendering of the Services.



21.1.3 any items, attachments, drawings or other encumbrances or details used or intended to be used in any part of a plans, work-in-process or finished work under the Contract in respect of which any payment has been made by the Employer.

21.2 The Employer accepts liability for all actions and actions 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 or whatever nature shall vitiate the Contract.

22.3 Any Services required by the Employer in addition to the Services as referred to in the Requested 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 variations that are deemed to be Additional Services prior to such variations being executed.

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

22.6 If no such 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 will not have a claim for payment for such Additional Services.

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

23. IDENTIFIED PROJECTS

23.1 The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects in accordance with 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, execute the services 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 such 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 will 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 will:

- (a) describe the services 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 or other obligations 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 23.3, the Service Provider shall furnish the Employer with a detailed programme and schedule for the relevant Identified Project as required in (b).



- 23.7 Where an Identified Project comprises the elements 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 as such rates.
- 23.8 Where an Identified Project comprises similar elements 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 in accordance with the Identified Project Pricing agreement; the rates applied 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 General Data, for every day that lapses from the due completion date of the relevant Identified Project to the actual completion of such Identified Project.
- 23.10 If the Identified Project is delayed by the winter, or winter, conditions, adjustments or requirements, work stoppages by any workman, not due to any action on the part of the Service Provider, exceptionally inclement weather, any extraordinary increase in local demand, 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 for a written extension of 21 days of the contract delay arising to the Service Manager or extension of the due completion date of the relevant Identified Project stating the cause of delay and the amount of extension applied for.
- 23.11 If a delay happens in the completion of the Identified Project or any work under thereof abnormal rainfall or other conditions occur, the formula below shall be used to calculate separately the delay in work calendar month or calendar year. It shall be calculated each month during the period referred to here in above or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the later in time. The delay calculated for a given month shall be used to determine the relative extension of time granted for the month. At the end of the application 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.

$$Y = \frac{(N_1 - N_2) + (R_1 - R_2)}{X}$$

Y = Number of calendar days in respect of the calendar month under consideration.

N₁ = Actual number of days during the calendar month in which a rainfall of Y mm or more per day has been recorded.

N₂ = Actual rainfall in mm for the calendar month in the month average.

R₁ = Average number of days in the relevant calendar month (or quarter from existing rainfall records) proper in the region under consideration in which a rainfall of Y mm or more per day has been recorded.

R₂ = 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 = 3, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the time extension of time for the Contract shall be the algebraic sum of the monthly results for the period under consideration. But if the grand total is negative the time extension shall not be reduced on account of weather; hence the total extension of time for any calendar month shall not exceed (N₁ - N₂) calendar days, where N₁ = number of days calendar days in the month under consideration.

The factor (N₁ - N₂) shall be considered to represent a fixed quantity to be derived from the average number of days during which the fall equals or exceeds Y mm per day.



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The factor $(R_{w} - R) + X$ shall be considered to represent a five 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 weather conditions prevent or disrupt work.

The firm will take into account any flood damage which could cause further or additional delays and which should be treated separately from the allowance of time concerned.

Accurate rain gaugings shall be taken at a suitable point on the site only at 3000' unless otherwise agreed to by the Employer through the Contractor and 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 available rainfall station near the site will be supplied in the project specification together with the duration of rain delays for previous years in accordance with the above formula. The average of these averages will be regarded as normal rain delays which the Contractor shall accommodate in his programme and for which no account of time will be considered.

- 23.12 Upon receipt of such written request as 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 or extend the due completion date of the relevant identified Project. Time of 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 comply in writing for an extension of the due completion date of the relevant identified Project, 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 be relieved from liability to pay the penalty stipulated in 23.9 but from such liability to the extent of the services actually performed 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 on any part thereof for a time or times and in such manner as the Service Manager shall determine shall in such suspension, properly protect the Services on for as far as 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 nevertheless continue to provide Services. For the duration of such suspension of Services such other Services will be waived. Should the Service Provider incur any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therein provided that the Service Provider shall prove its 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 in compliance other than an instruction by the Employer as stated in the Services to be rendered clause 24.1, the Employer shall not be liable for any claim of whatsoever nature, including a claim for loss of the Service Provider.

25 PENALTY FOR NON-PERFORMANCE

- 25.1 The Service Provider shall be liable for a performance deduction if the Service Provider is 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 Failure to render any of the Services;
- 25.1.3 Failure to render 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 provided in the Scope of Works.



25.0 The Service Provider shall not be liable for a withdrawal or deduction, if the Service Provider consents to perform due to no fault of the Employer, its 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 monthly invoices taking into account the following:

26.2.1 The assessment of the Services rendered during the assessment month, including routine services, management fees, and sundries using call sheet notes;

26.2.2 Adjustments in amounts of the billing date;

26.2.3 Official work received by the Service Provider;

26.2.4 Other adjustments where stated in the Contract Documents;

26.2.5 Other work included based solely in all documents.

26.3 If the Service Provider makes a security of 2.5% retention, then 1.25% each and 1.25% retention, then 0.5% of all monthly (200% VAT) in the monthly invoice assessed by the Service Manager will be held by the Service Provider until such time as the amount retained equals 2.5% or 1.25% (whichever is applicable), of the Contract Sum (incl. VAT).

26.4 The monthly invoice shall be supported by a certified receipt substantiating the Services rendered at each Facility during the month under assessment.

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

- (1) deductions for penalties;
- (2) deductions for overpayments;
- (3) deductions for retention;
- (4) deductions for other work.

26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a receipt for the amount due and include in the statement the amount of such payment to the Service Provider within 10 days of receipt of the certificate.

26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of clause 26.5, the Service Manager shall within 14 days of receipt of the certificate issue a statement in duplicate to which the Service Manager has signed and shall give reasons for reaching the decision of the Service Manager in the statement.

26.8 The Service Provider shall inform the Employer of the reasons for the amount indicated in the statement referred to in clause 26.7.

26.9 With regard 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 justification for its claim or withdraw a dispute in terms of 14.

26.10 If it is later resolved that the amount indicated in any bill or invoice being 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 Ministry of Finance in terms of section 40 (1)(b) of the Income Tax Act, 1961 (Section 40(1)(b) of 1961) as amended.

26.11 All the work shall be evaluated in its entirety with the production of the Billing Data.



25.12 In assessing the quality of the work performed by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall not be responsible. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.

25.13 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 made in writing 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 banked guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be released and be released in accordance with the provisions of such contract 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 total 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 guarantee of 2.5% of the Contract Sum (excl. VAT); or

(b) a 2.5% cash deposit sum with 1.25% retention of the Contract Sum (excl. VAT),

the security will only be released when 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 total 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 or wrongful payment is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such overpayment from any amount due to the Service Provider in respect of this Contract or any other contract with the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any partial overpayment made to the Service Provider at the rate prescribed from time to time, by the Minister of Finance in the notification RC 14 (16) of the Public Finance Management Act, 1988 (Act 1 of 1988), as amended.

29. COMPLETION

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

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

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



20.3.1 The Service Provider shall be returned, if applicable.

20.3.2 The final cash retention or retention, whichever is applicable, shall be reduced to zero.

21. ASSIGNMENT

21.1 The rights and obligations of the Parties in terms of the Contract shall not be asked, assigned, delegated or otherwise transferred, by either Party to any person or to one of the Service Provider and the Employer, save as in the prior written consent of the other Party.

21.2 The Employer warrants that he is acting as a principal and not as an agent of an undisclosed principal.

22. INDEMNITIES

22.2 No assignment in the liability or other obligations which may be given or allowed by either Party in the order shall constitute a waiver or alteration of the Contract, or affect when Party's rights, or prevent such Party from which enforcing due compliance with each and every provision of this Contract.

23. OWNERSHIP AND PUBLICATION OF DOCUMENTS

23.1 The Employer will become the owner of the information, documents, advice, recommendations and reports developed, furnished and/or compiled by the Service Provider during the execution, save for the purposes or keeping any the Contract all of which will be handed over to the Employer, unless otherwise allowed in the Contract, within 30 (30) days of request. However, in any event, on the termination and/or cancellation of this Contract for whatever reason, The Service Provider shall retain the right to use any other information which it may be entitled.

23.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of fulfilling the work 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 in any manner 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 or notification to or payment to the Service Provider.

23.3 The copyright of all software, view software programmes and/or code developed or owned at any time of the Contract shall be retained in the Employer, and shall have the right to use such material for any other purpose without the approval or notification or payment to the Service Provider.

23.4 In case of the Service Provider providing documents or materials to the Employer, the documentation of which has not been in the records of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be permitted to publish or to publish materials in its records, unless it applies.

23.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be brought against the Employer and its any damages suffered or legal fees (including costs of an attorney and client fees) incurred as the result of an alleged infringement of any copyright or any other intellectual property right in connection with the work performed in the Contract.

23.6 All information, documents, recommendations, programmes and reports referred to herein shall 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. Subject to the confidentiality of this Contract, on the termination or cancellation of the Contract or termination of the Employer.

24. BREACH OF CONTRACT

24.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 30 (30) days. If the Employer has 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:

24.1.1 Enforce and/or complete with the terms and conditions of the Contract;

- 33.1.2 To terminate the 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 restoring to an operational state or other service provided as well as damages suffered.

33.2 The Service Provider agrees to, within ten (10) days or within a period to be determined, give access to and to make available all information, documents, programmes, advice, recommendations and reports (written, furnished and/or compiled by them) to enable the Employer to assess capabilities for and the needs 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 receiving a breach notice ten (10) days' written notice stating the nature of the breach in the Service Provider's best interests:

- 33.3.1 the Service Provider complies with the terms and conditions of the Contract;
- 33.3.2 terminates the Contract by ceasing written notice to the Employer to the effect of a claim 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 the 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 other 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 discontinuance of any action for the dispute resolution/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 insolvency proceedings that would withdraw or suspend the Service Provider;
- 34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations under this Contract;
- 34.2.5 if the Service Provider informs the Employer that it is unable to complete the Services as described;
- 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 event of a breach or the events referred to in 34.2, terminate the Contract at any time by giving written notice in writing to the Service Provider.

34.4 Unless the Contract shall be considered as having been terminated:

- 34.4.1 where the Employer terminates the Contract under the Protocol and instructions to resume or reinstate the Services are not received within twelve (12) months of the termination;

34.4.2 if termination is necessary by the Service Provider to continue with the Services after a stoppage then payment will not be received from the Employer within three (3) months after such notice has been received by the Service Provider.

34.5 Should the Contract, between the Employer and the Service Provider, at any point be null, void, unenforced by either of the Parties due to reasons not attributable to the Service Provider:



- 37.1 The domicile and legal seat of each of the Parties for all purposes arising from this Contract for the purpose of notices and legal process shall be as specified by the Parties in the Contract Data.
- 37.2 Unless the Parties shall be notified of any time by way of written notice to the other Party, to change its domicile, legal seat of operations in a written physical address.
- 37.3 Any notice in form of the conditions of the Agreement shall be given as:
- 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 form of the conditions of the Agreement shall be considered to be duly received:
- 37.4.1 if and 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 or electronic mail, shall be regarded as written notice or communication to such Party.
- 37.6 Any notice, request, demand, 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 the day after being sent by facsimile to such Party at the number specified in the Contract Data or the day after being sent by registered post to the address specified in the Contract Data.