

PA 32: INVITATION TO BID PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/PUBLIC ENTITY)				
BID NUMBER:	ID NO: 154275	CLOSING DATE:	03/04/2023	CLOSING TIME:
				11H00
DESCRIPTION	SIX MONTH TERM CONTRACT FOR GENERAL PLUMBING SERVICES FOR NDPW: BRONKHORSTSPRUIT MAGISTRATE COURT			

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS). BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

251 AVN BUILDING
CNR NANA SITA & THABO SEHUME STREET, PRETORIA
OR POSTED TO:

SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
	TCS PIN:		OR	CSD No:
SIGNATURE OF BIDDER	DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (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)	R
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT/ PUBLIC ENTITY	DPWI	CONTACT PERSON	P.H POWER
CONTACT PERSON	LETLOGONOLO MOKONO	TELEPHONE NUMBER	060 697 3333
TELEPHONE NUMBER	012 310 5209	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	hendrick.power@dpw.gov.za
E-MAIL ADDRESS	letlogonolo.mokono@dpw.gov.za		

PART B TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMED: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND

BANKING INFORMATION FOR VERIFICATION PURPOSES).

- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

Note Well:

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

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

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR THE PROVISION OF THE BELOW GOODS AND SERVICES

Quotation description:	SIX MONTH TERM CONTRACT FOR GENERAL PLUMBING SERVICES FOR NDPW: BRONKHORSPRUIT MAGISTRATE COURT		
Quote no:	ID NO: 154275	Closing date:	03/04/2023
Closing time:	11H00	Validity period:	30 days

1. RESPONSIVENESS CRITERIA

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

1	<input checked="" type="checkbox"/>	Only those quotations who satisfy the eligibility criteria stated in the quotation document may submit the quotation.
2	<input checked="" type="checkbox"/>	Quotation offer must be properly received on quotation closing date and time specified on the invitation, fully completed and signed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink.
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of PA-32: Invitation to Bid
5	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting. <i>Insert motivation why the tender clarification meeting is declared compulsory</i>
6	<input checked="" type="checkbox"/>	Registration on Central Supplier Database (CSD)
8	<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed in ink and signed where required
9	<input type="checkbox"/>	Specify other responsiveness criteria

- 1.2. Indicate administrative requirements applicable for this quotation. Suppliers may be required to submit the below documents where applicable.

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within three (3) calendar days from request or as specifically indicated, will disqualify the tender offer from further consideration.

1	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
3	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
4	<input checked="" type="checkbox"/>	<i>Submission of (PA-10): General Condition of Contract.</i>
6	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
7	<input type="checkbox"/>	Specify other responsiveness criteria
8	<input type="checkbox"/>	Specify other responsiveness criteria

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2. Points scoring system applicable for this bid:

80/20 points scoring system

Indicate the Price weighting applicable to this bid:

	Weighting percentage (must add up to 100 %)
Price:	100% of 80 points
Total:	100%

3. Method to be used to calculate points for specific goals

<u>For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.</u>			
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	ID Copy. or SANAS Accredited BBBEE Certificate/ Sworn Affidavit. or CSD Report. or CIPC (Company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	Office Municipal Rates Statement. or Permission to occupy from local chief in case of rural areas (PTO). or Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	ID Copy or CSD Report or CIPC (Company Registrations)
4.	An EME or QSE which is at least 51% owned by people with disability (Mandatory)	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability In South Africa registration (NCPDPSA) or CIPC (Company Registration) or CSD Report
5.	An EME or QSE which is at least 51% owned by youth (Mandatory)	2	ID Copy or CSD Report Or CIPC



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4. COLLECTION OF QUOTATION DOCUMENTS:

All quotations must be completed on the official forms provided with this invitation and completed in ink, preferably black. Completed forms must be delivered to the Department of Public Works and Infrastructure at the following address or email below.

This quotation is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract. Attached Terms and Conditions should be signed and submitted with the official documents.

The taxes of the successful service provider must be in order, or satisfactory arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations.

- Quotation documents may be collected during working hours on *Insert date* at the following address *Insert physical address Insert postal code*.
- A *select* pre-bid meeting with representatives of the Department of Public Works and Infrastructure will take place at *insert address* on *dd/mm/yyyy* starting at *Insert time*.

5. ENQUIRIES RELATED TO QUATATION DOCUMENTS MAY BE ADDRESSED TO:

DPW Project Leader:	P.H POWER	Telephone no:	
Cell no:	060 697 3333	Fax no:	
E-mail:	hendrick.power@dpw.gov.za		

6. DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of quotation is **11h00** on **03/04/2023**.

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

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid advertisement.

All bids must be submitted on the official forms – (not to be re-typed)

<p>QUOTATION DOCUMENTS MAY BE DROPPED AT:</p> <p>251 AVN BUILDING, CNR NANA SITA & THABO SEHUME STREET, PRETORIA</p> <p>OR</p> <p>QUOTATION DOCUMENTS MAY BE POSTED TO : <i>Insert postal code</i></p>	<p>OR</p>	<p>QUOTATION DOCUMENT MAY BE EMAILED TO:</p> <p><i>Insert e-mail address</i></p>
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PA-10: General Conditions of Contract (GCC)

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
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- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “In writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

- 4.1. The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; Inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

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

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

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

PA-10: General Conditions of Contract (GCC)

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

- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period of not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.
- 23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
- i) The name and address of the supplier and/or person restricted by the purchaser;
 - ii) The date of commencement of the restriction
 - iii) The period of the restriction; and
 - iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

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25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.



PA-10: General Conditions of Contract (GCC)

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

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

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

Name of Bidder	Signature	Date

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

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

Project title:			
Bid no:		Reference no:	

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

1. CIDB REGISTRATION NUMBER (If applicable)

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

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

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder² ect

3.4 Company Registration Number:

3.5 Tax Reference umber:.....

3.6 VAT Registration Number:

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.



1 "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2 "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

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

3.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:
.....
.....

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

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

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

3.9.1 If so, furnish particulars.
.....
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the

evaluation and or adjudication of this bid?

YES NO

3.10.1 If so, furnish particulars.

.....
.....

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

YES NO

3.11.1 If so, furnish particulars:

.....
.....

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

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

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

5.1	<p><i>Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i></p>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	<p><i>If so, furnish particulars:</i></p>		



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

6. CERTIFICATION

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

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP



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

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

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

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **Preference Points System to be applied**

(tick whichever is applicable).

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

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

1.3.1 **Price; and**

1.3.2 **Specific Goals**

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

	80/20
PRICE	
SPECIFIC GOALS	
Total points for Price and Specific Goals	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions

Table 1

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE which is at least 51% owned by black people	10	<ul style="list-style-type: none"> • ID Copy • Or • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • Or • CSD Report • Or • CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Office Municipal Rates Statement • Or • Permission To Occupy from local chief in case of rural areas (PTO) • Or • Lease Agreement
3.	An EME or QSE which is at least 51% owned by women	4	<ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • CIPC (company registration)

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
4.	An EME or QSE which is at least 51% owned by people with disability	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Medical Certificate • Or • South African Social Security Agency (SASSA) registration • Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) • Or • CSD Report • Or • CIPC (company registration)
5.	An EME or QSE which is at least 51% owned by youth .	2	<ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • CIPC (company registration)

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

All Acquisitions

Table 2

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	10	<ul style="list-style-type: none"> • ID Copy • Or • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • Or • CSD Report • Or • CIPC (company registration)
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Office Municipal Rates Statement • Or • Permission To Occupy from local chief in case of rural areas (PTO) • Or • Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women	4	<ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Medical Certificate • Or

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> • South African Social Security Agency (SASSA) registration • Or • National Council for Persons with Physical Disability in South Africa registration (NCPDASA) • Or • CSD Report • Or • CIPC (company registration)
5.	An EME or QSE or any entity which is at least 51% owned by youth.	2	<ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • CIPC (company registration)

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

All Acquisitions

Table 3

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	<ul style="list-style-type: none"> • ID Copy • Or • SANAS Accredited BBEE Certificate or sworn affidavit where applicable • Or

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
			<ul style="list-style-type: none"> • CSD Report • Or
			<ul style="list-style-type: none"> • CIPC (company registration)
2.	<p>Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area</p>	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Office Municipal Rates Statement • Or • Permission To Occupy from local chief in case of rural areas (PTO) • Or • Lease Agreement
3.	<p>An EME or QSE or any entity which is at least 51% owned by women</p>	2	<ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • CIPC (company registration)
4.	<p>An EME or QSE or any entity which is at least 51% owned by people with disability</p> <p>OR</p>	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Or • Medical Certificate • Or • South African Social Security Agency (SASSA) registration • Or • National Council for Persons with Physical Disability in South Africa registration (NCPDASA)

Serial No	Specific Goals	Preference Points allocated out of 10	Documentation to be submitted by bidders to validate their claim for points
	An EME or QSE or any entity which is at least 51% owned by youth.		<ul style="list-style-type: none"> • ID Copy • Or • CSD Report • Or • CIPC (company registration)

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE or any entity which is at least 51% owned by Historically Disadvantaged Individuals (HDI)	4	10		
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	2		
3. An EME or QSE or any entity which is at least 51% owned by women	2	4		
4. An EME or QSE or any entity which is at least 51% owned by people with disability or	2	2		

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
5. An EME or QSE or any entity which is at least 51% owned by youth.* (only one specific goal is applicable between specific goal number 4 and specific goal number 5 under 90/10 Preference Point System)	2	2		

Note: *in respect of the 90/10 point system a selection of either disability or youth may be made with an allocation of 2 points for either of them.

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:			
Bid no:		Reference no:	

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
-
7. ~~In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:~~
- ~~(a) prices;~~
 - ~~(b) geographical area where product or service will be rendered (market allocation)~~
 - ~~(c) methods, factors or formulas used to calculate prices;~~
 - ~~(d) the intention or decision to submit or not to submit, a bid;~~
 - ~~(e) the submission of a bid which does not meet the specifications and conditions of the bid; or~~
 - ~~(f) bidding with the intention not to win the bid.~~
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Name of Bidder	Signature	Date	Position

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

NOTE TO SCM:

**SERVICE PROVIDERS MUST QUALIFY WITH THE FOLLOWING REQUIREMENTS
FOR THIS SERVICE:**

REF NO.:

1. Plumbers/carpenter/bricklayer trade qualifications is a prerequisite in accordance with the OHS Act.
2. Contractor to be CIDB registered (level 2 GB/2 SO) upwards.

S. P. ELAY
CONTROL WORKS MANAGER
Date..... 2022





public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

PLUMBING REPAIRS
SCHEDULE OF RATES

Reference number: 154275

**PRICING DATA
SCHEDULES OF QUANTITIES**

Failure to price all items in all the Schedules could result in the tender not being considered

No.	Description	Qty	Rate	TOTAL
1	<p><u>EXCAVATIONS</u> Excavate carefully in all materials for trenches to expose defective pies, select, backfill, compact and dispose of all surplus material on completion. Allow for workspace ,shoring and dewatering as required .Payment for excavations will be limited to the length of the defective pipe being replaced .Excavations will only be paid at one of the following rates ,depending on the category in which the depth falls.</p>			
1.1	Over 0.1m and up to 1.0m deep	1m		
1.2	Over 1.0m and up to 1.5m deep	1m		
1.3	Over 1.5m and up to 2.0m deep	1m		
1.4	Over 2.0m and up to 3.0m	1m		
1.5	Deeper than 3.0m	1m		
2	<p><u>EXTRA OVER ITEM I (EXCAVATIONS)</u> Hack up , remove and replace and or repair surfaces to match the existing on completion of repairs .Payments for this item will be limited to the actual quantity of material removed to the line and length of the excavations done including working space as described above .Payment will only be made at one of the following rates depending on the types of material and average thickness of material being replaced.</p>			
2.1	Over 0.1mm and up to 100mm thick concrete surfaces	1m		

PLUMBING REPAIRS AT NDPW HEAD OFFICE (BRONKHORTSPRUIT MAGISTRATE COURTBUILDING) IN PRETORIA FOR A 6 MONTH PERIOD

2.2	Over 100mm and up to 150mm thick concrete surfaces	1m		
2.3.	Over 150mm and up to 300mm thick concrete surfaces	1m		
2.4	Over 300mm thick concrete surfaces	1m		
2.5	Over 0.1mm and up to 150mm thick re-inforced concrete surfaces	1m		
2.6	Over 150mm and up to 300mm thick re-inforced concrete surfaces	1m		
2.7	Over 300mm thick re-inforced concrete surfaces	1m		
2.8	Grass sods	1m		
2.9	Pre-cast concrete paving slabs (all sizes and thicknesses)	1m		
2.10	Brick paving; (all type, size and thicknesses)	1m		
2.11	Pre-cast concrete Municipal road kerbing and channelling (all type, sizes and thicknesses)	1m		
2.12	Concrete upstand for fire hydrant	1m		
2.13	Plastered brick wall; Painted	1m		
2.14	Plastered brick wall; Tiled	1m		
2.15	Half brick wall to match the existing	1m		
2.16	One brick wall to match the existing	1m		
2.17	Over 0.1mm and up to 25mm thick bituminous surfaces incl. 150mm thick base course and prepared sub-base course	1m		
2.18	Over 25mm and up to 32mm thick bituminous surfaces incl.150mm thick base course and prepared sub-base course	1m		
2.19	Over 0.1mm and up to 150mm compacted gravel surface	1m		
2.20	Over 0.1mm and up to 150mm thick compacted gravel surfaces.	1m		
3	<p>PIPEWORK</p> <p>Replace pipe work to match the existing inclusive of all couplings, adaptors, tees, bends, holder bats and concrete trust blocks where necessary</p> <p>NOTE: Fibre cement pipes are to be replaced to the full standard length of the one being replaced</p>			

PLUMBING REPAIRS AT NDPW HEAD OFFICE (BRONKHORTSPRUIT MAGISTRATE COURTBUILDING) IN PRETORIA FOR A 6 MONTH PERIOD

No.	Description	Qty	Rate	TOTAL
3.1	15mm Diameter Polycop	1m		
3.2	22mm Diameter Polycop	1m		
3.3	28mm Diameter Polycop	1m		
3.4	35mm Diameter Polycop	1m		
3.5	42mm Diameter Polycop	1m		
3.6	54mm Diameter Polycop	1m		
3.7	15mm Diameter copper (Class 2)	1m		
3.8	22mm Diameter copper (Class 2)	1m		
3.9	28mm Diameter copper (Class 2)	1m		
3.10	35mm Diameter copper (Class 2)	1m		
3.11	42mm Diameter copper (Class 2)	1m		
3.12	54mm Diameter copper (Class 2)	1m		
3.13	76mm Diameter copper (Class 2)	1m		
3.14	108mm Diameter copper (Class2)	1m		
3.15	15mm Diameter copper Galvanised	1m		
3.16	20mm Diameter Galvanised	1m		
3.17	25mm Diameter Galvanised	1m		
3.18	32mm Diameter Galvanised	1m		
3.19	40mm Diameter Galvanised	1m		
3.20	50mm Diameter Galvanised	1m		
3.21	65mm Diameter Galvanised	1m		
3.22	80mm Diameter Galvanised	1m		
3.23	100mm Diameter Galvanised	1m		
3.24	150mm Diameter Galvanised	1m		
3.25	50mm Diameter Class 12 UPVC piping	1m		
3.26	63mm Diameter Class 12 UPVC piping	1m		
3.27	75mm Diameter Class 12 UPVC piping	1m		
3.28	90mm Diameter Class 12 UPVC piping	1m		
3.29	110mm Diameter Class 12 UPVC piping	1m		
3.30	160mm Diameter Class 12 UPVC piping	1m		
3.31	200mm Diameter Class 12 UPVC piping	1m		
3.32	250mm Diameter Class 12 UPVC piping	1m		
3.33	31mm Diameter Class 12 UPVC piping	1m		
3.34	50mm Class D high pressure fibre cement piping	1m		
3.35	75mm Class D high pressure fibre cement piping	1m		
3.36	100mm Class D high pressure fibre cement piping	1m		

PLUMBING REPAIRS AT NDPW HEAD OFFICE (BRONKHORTSPRUIT MAGISTRATE COURTBUILDING) IN PRETORIA FOR A 6 MONTH PERIOD

No.	Description	Qty	Rate	TOTAL
3.37	150mm Class D high pressure fibre cement piping	1m		
3.38	200mm Class D high pressure fibre cement piping	1m		
3.39	250mm Class D high pressure fibre cement piping	1m		
3.40	300mm Class D high pressure fibre cement piping	1m		
3.41	40mm Diameter UPVC waste pipe	1m		
3.42	50mm Diameter UPVC waste pipe	1m		
3.43	110mm Diameter UPVC Sewer line	1m		
3.44	150mm Diameter UPVC Sewer/ stormwater line	1m		
3.45	100mm Diameter vitrified sewer line	1m		
3.46	200mm Concrete pipe for water / sewer / stormwater	1m		
3.47	250mm Concrete pipe water / sewer / stormwater	1m		
3.48	300m Concrete pipe water / sewer / stormwater	1m		
4	DEFECTIVE / LEAKING COUPLINGS Replace defective couplings or fit new instant couplings to stop leaks to all types of pipe work as mentioned below	1m		
4.1	15mm Diameter Polycop / Copper	each		
4.1.1	Compression or capillary solder type fittings	each		
4.2	22mm Diameter Polycop / Copper	each		
4.2.1	Compression or capillary solder type fitting	each		
4.3	28mm Diameter Polycop / Copper	each		
4.3.1	Compression or capillary solder type fittings	each		
4.4	35mm Diameter Polycop / Copper	each		
4.4.1	Compression or capillary solder type fittings	each		
4.5	42mm Diameter Polycop / Copper	each		
4.5.1	Compression or capillary solder type fittings	each		
4.6	54mm Diameter Polycop / Copper	each		
4.6.1	Compression or capillary solder type fittings	each		

PLUMBING REPAIRS AT NDPW HEAD OFFICE (BRONKHORTSPRUIT MAGISTRATE COURTBUILDING) IN PRETORIA FOR A 6 MONTH PERIOD

4.7	76mm Diameter copper		each
4.7.1	Compression or capillary solder type fittings		each
4.7.2	Cascade coupling		each
4.7.3	Johnson coupling		each
4.8	108mm Diameter copper		each
4.8.1	Compression or capillary solder type fittings		each
4.8.2	Cascade coupling		each
4.8.3	Johnson coupling		each
4.9	Galvanised pipework		each
4.9.1	15mm Diameter Galvanised		each
4.9.2	20mm Diameter Galvanised		each
4.9.3	25mm Diameter Galvanised		each
4.9.4	32mm Diameter Galvanised		each
4.9.5	40mm Diameter Galvanised		each
4.9.6	50mm Diameter Galvanised		each
4.9.7	65mm Diameter Galvanised		each
4.9.8	80mm Diameter Galvanised		each
4.9.9	100mm Diameter Galvanised		each
4.18	150mm Diameter Galvanised		each
4.10	50mm Diameter Class 12 HDPE piping		each
4.10.1	Cascade coupling		each
4.10.2	Johnson coupling- short collar		each
4.11.3	Johnson coupling – Long collar		each
4.12	75mm Diameter Class 12 HDPE		each
4.12.1	Cascade coupling		each
4.12.2	Johnson coupling-Short collar		each
4.12.3	Johnson coupling-Long collar		each
4.13	90mm Diameter Class 12HDPE piping		each
4.13.1	Cascade coupling		each
4.13.2	Johnson coupling-Short collar		each
4.13.3	Johnson coupling-Long collar		each
4.14	110mm Diameter Class 12HDPE piping		each
4.14.1	Cascade coupling		each
4.14.2	Johnson coupling -Short collar		each
4.14.3	Johnson coupling - Long collar		each

PLUMBING REPAIRS AT NDPW HEAD OFFICE (BRONKHORTSPRUIT MAGISTRATE COURTBUILDING) IN PRETORIA FOR A 6 MONTH PERIOD

4.15	160 Diameter Class 12HDPE piping			
4.15.1	Cascade coupling	each		
4.15.2	Johnson coupling-Short collar	each		
4.15.3	Johnson coupling-Long collar	each		
4.16	200mm Diameter Class 12 HDPE piping			
4.16.1	Cascade coupling	each		
4.16.2	Johnson coupling-Short collar	each		
4.16.3	Johnson coupling-Long collar	each		
4.17	250 mm Diameter Class 12 HDPE			
4.17.1	Cascade coupling	each		
4.17.2	Johnson coupling-Short collar	each		
4.17.3	Johnson coupling-Long collar	each		
4.18	315mm Diameter Class 12 HDPE			
4.18.1	Cascade coupling	each		
4.18.2	Johnson coupling-Short collar	each		
4.18.3	Johnson coupling- Long collar	each		
4.19.	75mm Class D high pressure fibre cement piping			
4.19.1	Cascade coupling	each		
4.19.2	Johnson coupling-Short collar	each		
4.19.3	Johnson –Long collar	each		
4.20	100mm Class D high pressure fibre cement piping			
4.20.1	Cascade coupling	each		
4.20.2	Johnson coupling-Short collar	each		
4.20.3	Johnson-Long collar	each		
4.21.	150mm Class D high pressure fibre cement piping			
4.21.1	Cascade coupling	each		
4.21.2	Johnson coupling-Short collar	each		
4.21.3	Johnson –Long collar	each		
4.22.	200mm Class D high pressure fibre cement piping			
4.22.1	Cascade coupling	each		
4.22.2	Johnson coupling-Short collar	each		
4.22.3	Johnson coupling –Long collar	each		
4.23.	250mm Class D high pressure fibre cement			

PLUMBING REPAIRS AT NDPW HEAD OFFICE (BRONKHORTSPRUIT MAGISTRATE COURTBUILDING) IN PRETORIA FOR A 6 MONTH PERIOD

4.23.1	Cascade coupling				each			
4.23.2	Johnson coupling-Short collar				each			
4.23.3	Johnson -Long collar				each			
4.24	300mm Class D high pressure fibre cement piping							
4.24.1	Cascade coupling				1 No			
4.24.2	Johnson coupling				1 No			
5.	CLEAR BLOCKAGES							
5.1	Clear blockage by means of high pressure jet system				Per Hour			
5.2	Clear blocked toilets , urinals ,sinks, and showers				Ea			
5.3	Clear blocked grease trap and clean strainer				1 No			
5.4	Clear blocked gulley				1 No			
5.5	Cleaned blocked waste pipes including traps				1 No			
5.6	Clear out entire blockage in sewer system including all sanitary fittings, gulleys and manholes up to a connecting point at the main sewer line				Per Hour			
5.7	Clear out entire main sewer line with pipe size up to 300mm in diameter and up to 100metres in length				Per Hour			
5.8	Ditto, but more than 100 metres				Per Hour			
6.	INSPECTION CHAMBER SUNDRIES							
6.1	Replace cast iron rodding eye cover				1 No			
6.2	Replace UPVC rodding eye cover				1 No			
6.3								
6.4								
6.5	Replace 450 x 600mm single seal cover				1 No			
6.6	Replace 450 x 600mm double seal cover				1 No			
6.7	Replace 450 x 600mm single seal cover and frame:25kg				1 No			
6.8	Replace 450 x 600mm double seal cover and frame:72kg				1 No			
6.9	Replace 600 x 600mm single seal cover				1 No			
6.10	Replace 600 x 600mm double seal cover				1 No			
6.11	Replace 600 x 600mm double seal cover and frame:124kg				1 No			

PLUMBING REPAIRS AT NDPW HEAD OFFICE (BRONKHORTSPRUIT MAGISTRATE COURTBUILDING) IN PRETORIA FOR A 6 MONTH PERIOD

6.12	Replace 650mm diameter cover and frame;135kg	1 No		
6.13	Replace 650mm diameter cover and frame;204kg	1No		
7.14	Allow for breaking through inspection chamber walls and concrete surrounds to gain access to valves or pipes and make good on completion	Item(5)		
8	BALL VALVES			
8.1				
8.2				
8.3				
8.4	Replace 15mm Ball valve	1 No		
8.5	Replace 20mm Ball valve	1 No		
8.6	Replace 20mm Ball valve	1 No		
9	TAPS			
9.1				
9.2				
9.3	Replace 15mm tap	1 No		
9.4	Replace 15mm tap	1No		
9.5.	Replace 15mm urinal bibcock	1 No		
10.	Replace Toilet pan P/S trap	1 No		
11.	Replace Toilet Cistern (Shires Lynx)	1 No		
12	Replace heavy duty double flap toilet seat	1 No		
13	Replace wash hand basin pedestal type inc trap	1 No		
14	Replace Bath /basin/urinal p/s trap	1 No		
15	Replace flush pipe connector	1 No		
16	Replace flush master	1No		
17	Replace Beta valve to cistern	1No		
18				
19				
20	Reseal pan outlet with silicone	1No		
21	Replace white glazed wall tiles	1 m ²		

PLUMBING REPAIRS AT NDPW HEAD OFFICE (BRONKHORTSPRUIT MAGISTRATE COURTBUILDING) IN PRETORIA FOR A 6 MONTH PERIOD

SCHEDULE ONE (1)									
TOTAL CARRIED TO SUMMARY PAGE									

SCHEDULE 2----BUILDING

REMOVAL OF EXISTING TILING					
NOTE: This work will be for removal of floor coverings in small areas due to					
1	Take up and remove vinyl floor tiles, including making good to screed	m2	1		
2	Take up and remove carpeting, including making good to screed	m2	1		
REMOVAL OF EXISTING TILING					
3	Hack off and remove ceramic wall tiles including preparing wall for new tiles	m2	1		
4	Hack up and remove ceramic floor tiles including preparing floor for new tiles	m2	1		
MAKING GOOD TO EXISTING SURFACES					
5	Chase surface plaster cracks in walls to form recess 25mm wide x 20 mm deep and fill	m2	1		
6	Ditto but to concrete soffits	m2	1		
TOTAL CARRIED TO SUMMARY					

1

Building

Item	Description	Unit	Quantity	Rate	Amount
	EXCAVATION FOR REPAIR WORK				
7	Excavate in pick able material not exceeding 2m deep	m3	1		
	CONCRETE FOR REPAIR WORK				
8	15MPa/19mm mass concrete in blinding layer	m3	1		
	WATERPROOFING FOR REPAIR WORK				
	NOTE: Waterproofing to roofs, basements etc must be provided with a Approved flexible acrylic water proofing to flat roofs including preparing existing				
10		M3	1		
TOTAL CARRIED TO SUMMARY					

Building

Item	Description	Unit	Quantity	Rate	Amount
	<p>NOTE: Waterproofing sheeting must be laid torched on in long lengths with lapped sides and ends in strict accordance with the manufacturer's instructions including</p> <p>Approved 4mm bitumen polyester elastomeric waterproofing to flat roofs to falls including dressing into and sealing outlets, turning up or down at ends and torch sealing with splayed ends not exceeding 11 300mm pitch</p>	m2	1		
11	Apply 2 coats bitumen based aluminium paint on waterproofing membrane	m2	1		
12	<p>NOTE: Approved polysulphide sealing compound including backing cord, bond breaker, primer, etc</p> <p>ROOF COVERINGS FOR REPAIR WORK</p> <p>ROOF TILES</p>				
13	Concrete roof tiles (All profiles) fixed on and including 38x38mm SA Pine battens nailed to rafters (elsewhere) to roofs not exceeding 25 degree pitch	no	1		
14	Replace ridging tiles	no	1		
15	Extra on roof tiles for fair raking and cutting at hips and valleys	no	1		
	ROOF SHEETING				
	PROFILED FIBRE CEMENT ROOF SHEETING				
16	0.5mm Thick profiled fibre cement roof sheeting, including accessories fixed to timber or metal purlins, to roofs not exceeding 25 degree pitch	m2	1		
TOTAL CARRIED TO SUMMARY					

Building

Item	Description	Unit	Quantity	Rate	Amount
17	Plain adjustable hip capping	no	1		
18	Ridge final end	no	1		
19	Seal junction of ridge and hip capping	no	1		
	PROFLED GALVANISED SHEET METAL ROOF COVERING		1		
20	0.6mm Thick galvanized sheet metal roof covering including accessories fixed to timber or metal purlins, to roofs not exceeding 25 degree pitch fixed to timber or metal purlins (elsewhere)	m ²	1		
21	Ridge capping				
22	Hip capping	m	1		
23	0.6mm Thick galvanized sheet metal roof covering including accessories fixed to timber or metal purlins, to roofs not	m	1		
65	Eaves closure	m	1		
24	Ridge capping	m	1		

Building

Item	Description	Unit	Quantity	Rate	Amount
25	1/2" lip capping	m	1		
ROOF CONSTRUCTION AND REPAIRS					
SAWN SA PINE					
26	2x28mm Valley boarding	m	1		
27	38x38mm Battens	m	1		
28	38x50mm Splayed fillet	m	1		
29	50x76mm Counter battens	m	1		
30	50x76mm Purlins	m	1		
31	38 x114mm Rafters	m	1		
DOORS					
32	44mm Thick hollow core door with veneer suitable for painting on both sides. Size 813x2032mm	No	1		
33	44mm Thick semi solid flush panel double door with rebated meeting styles and hardwood edge strips and veneer suitable for painting on both sides. Size 1511x2032mm	no	1		
TOTAL CARRIED TO SUMMARY					

Building

Item	Description	Unit	Quantity	Rate	Amount
34	44mm Thick wrought Meranti framed, ledged and braced baiten door. Size 813x2032mm	No	1		
35	Ditto but double door size 1611x 2032mm	No	1		
	CEILINGS				
36	6.4mm Gypsum plaster board ceilings with skinned joints on and including 38x50mm SA Pine brandering at 450mm centres in one direction	m2	1		
37	Ditto in patches to match existing	m2	1		
38	6.4mm Gypsum plaster board ceilings with 12mm wrought Meranti cover strips on and including 38x50mm SA Pine brandering at 450mm centres in one direction	m2	1		
39	4mm Thick pressed fibre cement ceilings with H profile cover strips nailed to and including 38x50mm SA Pine brandering at 450mm centres in one direction	m2	1		
40	75 mm Gypsum plasterboard covered cornice	m	1		
41	12mm Wrought Meranti cover strips	m	1		
42	Extra over ceiling for forming trap door size 600x600mm formed of 38x114mm wrought SA Pine frame around the opening, the door to match existing ceiling board	No	1		
	FLOOR COVERINGS				
43	250 x 250 x 2.5mm Thick vinyl floor tiles fixed with adhesive in patches to match existing	m2	1		
44	2.5mm Thick heavy duty vinyl floor sheeting in patches, fixed with adhesive in patches to match existing	m2	1		
45	500 x 500 x 8mm Thick approved carpet tiles fixed with approved adhesive in patches to match existing	m2	1		
	TOTAL CARRIED TO SUMMARY				

BUILDING

Item	Description	Unit	Quantity	Rate	Amount
	IRONMONGERY				
46	75mm Steel butt hinges	No	1		
47	100mm Brass butt hinges	No	1		
48	150mm Brass barrel bolt with keep fixed to metal	No	1		
49	Ditto but with keep let into concrete	No	1		
50	300mm Epoxy coated vandal proof toilet roll holder	No	1		
51	Approved overhead door closer to steel frame	No	1		
52	Approved 3 lever lockset with handles	No	1		
53	Approved 4 lever lockset with handles	No	1		
54	Repair and service existing call locks	No	1		
	PLASTERING				
55	25mm Thick (1:3) cement screed to floors and landings in patches	m2	1		
56	25mm Granolithic finish to floors and landings in patches	m2	1		
57	(1:3) Internal cement plaster on brick walls in patches	m2	1		
TOTAL CARRIED TO SUMMARY					

Building

Item	Description	Unit	Quantity	Rate	Amount
58	Ditto in narrow widths not exceeding 300mm wide	m2	1		
59	TILING				
60	200 x 200 x 10mm thick white glazed wall tiles with white recessed adhesive to suit. To be laid on a prepared substrate	m2	1		
61	250 x 250 x 10mm Thick approved ceramic wall tiles fixed with approved adhesive in patches to match existing tiling	m2	1		
62	330 x 330 x 6mm Thick approved ceramic floor tiles bedded in tiling grout in patches to match existing, including grouting of points	m2	1		
	GLAZING				
63	4mm Thick clear float glass fixed with putty not exceeding 0.1m2 to steel or timber frames	m2	1		
64	Ditto but panes exceeding 0.1m2 and not exceeding 0.5m ²	m2	1		
65	Ditto but panes exceeding 0.5 m2 and not exceeding 2m ²	m2	1		
66	4mm Thick obscure glass fixed with putty not exceeding 0.1m ² to steel or timber frames	m2	1		
67	Ditto but panes exceeding 0.1m2 and not exceeding 0.5m ²	m2	1		
	PAINTING				
	ON PLASTER				
	PREPARE AND PAINT ONE COAT UNDERCOAT AND TWO FINISHING COATS INTERIOR QUALITY PVA EMULSION PAINT				
68	To plastered walls internally	m2	1		
69	To plastered ceilings and beams internally	m2	1		
70	To gypsum plaster board ceilings including cover strips including priming and stopping nail heads	m2	1		
TOTAL CARRIED TO SUMMARY					

Building

Item	Description	Unit	Quantity	Rate	Amount
	PREPARE AND APPLY ONE COAT UNDERCOAT AND TWO FINISHING COATS EXTERIOR QUALITY PVA EMULSION PAINT				
71	To plastered walls externally	m2	1		
72	To rough cast plaster walls externally	m2	1		
73	To concrete soffits	m2	1		
	PREPARE AND APPLY ONE COAT UNDERCOAT AND TWO FINISHING COATS ACRYLIC EMULSION PAINT				
75	To plastered walls internally	m2	1		
76	To plastered walls externally	m2	1		
77	To plastered ceilings and beams internally	m2	1		
78	To gypsum plaster board ceilings including cover strips including priming and stopping nail heads	m2	1		
79					
80	ON METAL				
81	One coat calcium phosphate primer and two coats high gloss enamel paint to steel door linings	m2	1		
82	Ditto to steel window frames	m2	1		
	ON WOOD				
83	Prepare and apply one coat general purpose wood primer, one coat undercoat and two finishing coats polyurethane alkyl enamel paint of high gloss designation to doors	m2	1		
84	Ditto to window frames	m2	1		
85	Ditto to frames and linings	m2	1		
86	Clean down and apply three coats clear suede varnish to doors	m2	1		
87	Ditto to window frames	m2	1		
88	Ditto to frames and linings	m2	1		
89	Clean down and apply three coats clear suede varnish to doors	m2	1		
TOTAL CARRIED TO SUMMARY					

BUILDING

Item	Description	Unit	Quantity	Rate	Amount
	PROTECTION AGAINST TERMITES				
90	Treatment for termite under surface beds and below suspended wooden floors. (as per PW. 371)	M2	1		
	SUSPENDED CEILINGS				
91	Replace suspended acoustic ceiling boards.	m2	1		
92	Coral type, future type.	M2	1		
TOTAL CARRIED TO SUMMARY					

SECTION 3
LABOUR AND TRANSPORT

Item	LABOUR	UNIT	QUANTITY	RATE	AMOUNT
1	Skilled artisan (Technician)	Hour	1	R220.00	R 220.00
2	General worker	Hour	1	R 85.00	R85.00
7	Transport cost	Km	1	R7.00	R7.00
8					
TOTAL FOR SCHEDULE 3					R312.00
CARRIED TO FINAL SUMMARY					

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FINAL SUMMARY

SECTION	AMOUNT
1-Building	
2Plumbing	
3.Labour and Transport	R312.00
Sub-Total	
Value Added Tax @ 15%	
Total Carried to Form of Offer and Acceptance Form	

*See Notes to Contractor

VAT REGISTRATION NO.

**NOTE : This document must be completed in full, each page to be Initialed.
The last page signed and the document returned.
Documents returned after Closing Date and Time will not be accepted**



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

SIX MONTH TERM CONTRACT FOR
GENERAL PLUMBING SERVICES FOR
NDPW: BRONKHORTSPRUIT MAGISTRATE
COURT BUILDING, PRETORIA

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

INDEX

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Initial hazard identification and risk assessment as well as control measures

1.0.0. INTRODUCTION AND BACKGROUND

1.1.0. Background to the Health and Safety Specification

The Construction Regulations in the Occupational Health and Safety Act

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And Regulations (85 of 1993) place the onus on the Client to prepare a health and safety specification for all construction work.

1.2.0. Purpose of the Health and Safety Specification:

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

1.3.0. Implementation of the Health and Safety Specification

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

2.0.0. OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION.

2.1.0. SCOPE:

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

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

2.2.0. INTERPRETATIONS

2.2.1. Application

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

2.2.2. Definitions

The definitions as listed in the Occupational Health and Safety Act and Regulations (85/1993) shall apply.

2.3.0. GENERAL ADMINISTRATIVE REQUIREMENTS

2.3.1. Compensation of Occupational Injuries and diseases Act 130 of 1993 (COIDA) (Registration with workmen' Compensation)

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

2.3.2. Health and Safety File

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

2.3.3 Initial Hazard Identification and Risk Assessment

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

2.3.4 Health and Safety Training

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

2.3.5 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Specification document, the OHS Act and Regulations (85/1993). The Contractor shall ensure that all records of

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incidents/injuries, training, inspections, audits, etc are kept in a health and safety file available on request.

2.3.6 Emergency Procedures

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

2.3.7 First Aid Box and First Aid Equipment

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

2.3.8 Accident / Incident Reporting and Investigation

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

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

2.3.9 Personal Protective Equipment (PPE) and Clothing

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

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2.3.10 Non-conformance and failure to follow health and safety measures

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

2.3.11 Contractor (sub-contractors)

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

2.4.0 REQUIREMENTS:

2.4.1 Hazardous Chemical Substances (HCS)

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

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emergency procedures. No hazardous chemicals substances, empty containers, may be left or disposed of on the Department sites.

2.4.2 Fire Extinguishers and Fire Equipment

The Principal Contractor shall carry at least one 9kg Co2 and one 9kg DCP extinguisher on each service vehicle.

2.4.3 Scaffolding/Working at heights including roof work

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

2.4.4 Ladders and Ladder Work

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

2.4.5 Portable Electrical Tools

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

2.4.6 Asbestos Work

The maintenance of asbestos roof sheeting must be conducted under controlled conditions as specified in the Asbestos Regulations (No.R155, 2002) . A written safe work procedure is drawn up by the Principal Contractor or other asbestos

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contractors and submitted to an AIA for approval, before any work commences the Department of Labour must be informed and all asbestos work must be carried out by a registered asbestos contractor. The safe work procedure shall

include but not be limited to:

- ✓ The provision of safe access while working on roofs, i.e. Duck boards and roof ladders;
- ✓ The provision of suitable PPE and respiratory equipment for all asbestos workers who could be exposed to fibres
- ✓ The control of contaminated water, i.e. suitable filtration method to be used;
- ✓ The prevention of dry cutting, a suitable wet method must be used;
- ✓ The prevention of dry brushing of asbestos products;
- ✓ The safe disposal of asbestos waste including contaminated water;
- ✓ The prevention of high pressure water jetting unless a specialised control system is used;
- ✓ The specification of fungicides and moss killers, including any related chemical hazards.

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

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

2.5.0 ELECTRICAL INSTALLATIONS

Only licensed electricians will be permitted to carry out electrical work.

2.6.0 SUB STATIONS

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

2.7.0 OCCUPATIONAL HEALTH

2.7.1 Occupational Hygiene

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

2.7.2 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site unless under controlled conditions under the supervision of the Principal Contractor's Responsible Person. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in return report this to the Principal Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her superior,

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who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. Full disciplinary procedures must be followed.

06 MONTHS TENDER AND MAINTENANCE CONTRACT

ANNEXURE A

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The Principal Contractor must submit his compliance with annexure A together with his Health & Safety plan

Requirement	OHS Requirement	Submission Date
Assignment of Responsible Persons to supervise construction work	OHS Act (SECTION 16.2) & Construction Regulation 6	Before commencement on site
Competence of Responsible Persons	OHS Act (section 16.2) & Construction Regulation 6	Together with H&S plan
Compensation of occupational injuries and diseases proof of registration.	COIDA	Together with H&S plan
Occupational Health and safety Policy	OHS Act	Together with H&S plan
Health and Safety Organogram	Client Requirement	Together with H&S plan
Initial hazard identification and risk assessment	Construction Regulation	Together with H&S plan
Health and Safety representatives	OHS Act	Submit as soon as there are more than 20 employees on site

06 MONTHS TENDER AND MAINTENANCE CONTRACT

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ANNEXURE B

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

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

APPOINTMENT	OHSA REFERENCE	REQUIREMENT
CEO Assignee	Section 16 (2)	A competent person to assume the overall H&S responsibility – Principal Contractor’s Responsible Person.
Construction Work supervisor	CR6.1	A competent person to supervise and be responsible for Health and Safety related issues on site
Fall protection plan co-ordinator	CR8	A competent person to prepare and amend to fall protection plan
First Aider	GSR3	A qualified person to address all on site first aid cases
Scaffolding Inspector	SABS 085	A competent person to inspect scaffolding before use and every time after bad weather, etc.
Scaffolding erector	GSR 13D	A competent person to erect scaffolding
Scaffolding supervisor	SABS 085	A competent person to supervise scaffolding
Ladder inspector	GSR 13A	A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly records
Electrical installations competent person	CR 22 (d)	A competent person to control all electrical installations

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06 MONTHS TENDER AND MAINTENANCE CONTRACT

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements:

Report on these to DPW and place a copy on the Health and Safety file monthly.

WHAT	WHEN	OUTPUT	ACCEPTED BY CLIENT WITH DATE
Health and Safety plan	Before site hand over	Principal Contractor to report on status of Contractor's Health and Safety plans	
Health and Safety file	Open file when construction begins and maintain throughout	Have file on hand at meetings	
Induction training	Every worker before she/he starts work	Attendance register. Signed by everybody who received induction training	
Awareness Training (Tool Box Talks)	Every 2 nd week	Attendance registers	
Health & Safety meetings	Monthly	Meeting minutes	
Health & safety reports	Monthly	Report covering <ul style="list-style-type: none"> ✓ Incidents/accidents and investigations: ✓ Non-conformances by employees & contractors: ✓ Internal & External H&S audit reports 	
Emergency procedures	Weekly evaluation of procedures	Table procedures in writing as well as telephone numbers	
Risk assessment	Updated and signed off at	Documented risk assessment	

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	least monthly		
Method statements- safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statement) updated and signed off	
General inspections	Weekly and daily	OHS Act compliance: Registers <ul style="list-style-type: none"> ✓ Scaffolding; ✓ Temporary electrical installations 	
General inspections	Monthly	<ul style="list-style-type: none"> ✓ Fire fighting equipment ✓ Portable electrical equipment ✓ Ladders 	
Complaint book	Update when necessary	Table any complaints and incidents at meetings	
List of Contractors	List to be updated weekly	Table list, number of workers and company tel. numbers	
Workman`s compensation	Updated monthly	Table a list of Contractor`s workman`s compensation proof of good standing	
Construction site rules & section 37.2 mandatory agreement	Updated monthly	Table a report all signed up mandatories.	

ANNEXURE D

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

HAZARD	RISK	PPE	DOCUMENTATION	OTHER
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ID	RATING			
1.Site access ways	M	Safe footwear, hard hats	Comply with client`s access/security/evaluation procedures	Safe clear access routes
2.Heat stress	H		First aid and medical treatment to be recorded	Portable water to be provided to workers, suitable sun screen to be used to protect skin against sun
3.Ladders	H	Safe footwear, hard hats	Inspection of ladders at least monthly	Correct height, secured, safe angle
4.Scaffolding	H	Safe footwear, hard hats fall prevention devices where applicable	Toolbox talks-those working on scaffolds, safe method of erection drawn up, inspect prior to use and weekly thereafter as well as after bad weather	Competent scaffolder, supervisor & inspector, safe access, safe platforms with guardrails & toe boards, secured, level & plumb
5.Noise	M	Hearing protection	Keep record of issue & return, toolbox talk on use	Enforce with tools emitting noise over 85 Db
6.Dust/Cement	M	Dust masks	Keep record of issue & return. Toolbox talk on use	When wood dust could be inhaled, working with dry cement products
7.Elevated work/roof work	H	Hard hat, adequate footwear, fall prevention devices	Fall protection plan – documented, trained workers	Duck board and roof ladders to be used, safe access to be provided
8.Electrical installation	H	Hard hat and adequate protective clothing and footwear	Copies of C.O.C Certificates and test results to be filed in safety file and original to P.M.	All the above if work is involved in the above situation
9.Excavations	H	Hard hat, safe footwear and protective clothing	Inspections daily and after rains	Use of shoring/bracing and safe exit and entry
10.Hoist/crerry picker	H	All inspections as required by the Act plus the necessary certificates/register s must be in place	Check wind forces, check movement in and around power lines and check free space	

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

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45a) Unit rates entered into the Schedule of Quantities shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently. ~~The National Department of Public Works shall at liberty make adjustments,~~ before awarding the contract to individual unit rates in these Schedules as necessary to eliminate errors, discrepancies or what is considered to be unreasonable or unbalanced rates and to balance the totals without altering the tender amount

45b) Unit rates for items, must allow for fault finding, the removal of the existing item or part and for the supply and fixing of the new items, inclusive of material, labour, plant, scaffolding cutting, waste, all expendable material such as oil, grease, cleaning material, equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work

45c) Transport costs, inclusive of workers, supervisor/artisan driver, travelling time, fuel and maintenance will be calculated as per proof of the site visitation form for all services carried out as scheduled or non scheduled .

CONTRACTOR ACKNOWLEDGMENT (STAMP AND SIGNATURE)

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