



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: 154278	CLOSING DATE:	26/07/2023
		CLOSING TIME:	11:00
DESCRIPTION	RE-ADVERT: REPAIRS FOR GENERAL BUILDING AND PLUMBING SERVICES AT DEPARTMENT OF LABOUR BUILDING FOR A 6 MONTHS PERIOD		
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 NANA SITA STREET			
CNR NANA SITA & THABO SEHUME STREET			
PRETORIA			
OR POSTED TO:			
PRIVATE BAG X229			
PRETORIA: 0001			
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	PUBLIC WORKS & INFRASTRUCTURE	CONTACT PERSON	Mr Power Petrus
CONTACT PERSON	MR S MOLEPO	TELEPHONE NUMBER	012 310 2292
TELEPHONE NUMBER	012 492 1467	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	petrus.power@dpw.gov.za
E-MAIL ADDRESS	Sekwan.Molepo@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 NAMELY: (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:	RE-ADVERT: REPAIRS FOR GENERAL BUILDING AND PLUMBING SERVICES AT DEPARTMENT OF LABOUR BUILDING FOR A 6 MONTHS PERIOD
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Quote no:	ID 154278	Closing date:	26/07/2023
Closing time:	11:00	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 checked="" type="checkbox"/>	Submission of record of attending compulsory briefing session. insert motivation why the tender clarification meeting is declared compulsory
6	<input checked="" type="checkbox"/>	Registration on Central Supplier Database (CSD)
8	<input 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
10	<input type="checkbox"/>	Specify other responsiveness criteria
11	<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"/>	Submission of (PA-10): General Condition of Contract.
6	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).

Notice and Invitation for Quotation: PA-03 (GS)

7	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>
8	<input type="checkbox"/>	<i>Specify other responsiveness criteria</i>

2. Points scoring system applicable for this bid:

80/20 points scoring system

Indicate the Price weighting applicable to this bid:

	Weighting percentage (<i>must add up to 100</i>)
Price:	80
Preference points scoring system	20
Total:	100

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

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.				
Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim	
<input checked="" type="checkbox"/>	1.	An EME or QSE which is at least 51% owned by black people.	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.	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.	2	Medical Certificate or South African Social Security Agency (SASSA) Registration or National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
	5.	An EME or QSE which is at least 51% owned by youth.	2	ID Copy or CSD Report Or

Notice and Invitation for Quotation: PA-03 (GS)

				CIPC (Company Registrations)
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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:	POWER PETRUS	Telephone no:	012 492 2292
Cell no:		Fax no:	
E-mail:	petrus.power@dpw.gov.za		

6. DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of quotation is **11:00** on **26/07/2023**.

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><i>The DIRECTOR-GENERAL THE NATIONAL DEPARTMENT OF PUBLI WORKS PRIVATE BAG 229 PRETORIA 0001</i></p> <p>OR</p> <p>QUOTATION DOCUMENTS MAY BE POSTED TO : <i>insert postal code</i></p>	OR	<p>QUOTATION DOCUMENT MAY BE EMAILED TO:</p> <p><i>251 NANA SITA AVN BUILDING</i></p>
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NOTE TO SCM:

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

REF NO.:

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

E. PILLAY
CONTROL WORKS MANAGER
Date.....



public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Project title	NDPW: PRETORIA DEPARTMENT OF LABOUR BUILDING: PRETORIA: SIX MONTH CONTRACT FOR PLUMBING REPAIRS.		
	Contact Person	Reference No.154278	ISSUE DATE:
	P.H.POWER	0820760512 082 554 9536	CLOSING DATE:
			Quotation box: Outside room GO14



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

Project title	6 MONTH TERM CONTRACT FOR GENERAL BUILDING AND PLUMBING FOR NDPW : DEPARTMENT OF LABOUR BUILDING :PRETORIA		
Reference Number	154278	Contact Person	P.H.POWER

I / We _____ (surname and name)

Identity number _____ hereby acknowledge

"that should a Departmental Repairs and Maintenance Project for this site commence , **then this Contract stops for this institution within 14 days notice or should a RAMP / FM contract be implemented, then no work whatsoever shall be carried out on this site.** National Department of Public Works will not be liable or obligated financially to the Contractor due to loss of work or remuneration".

Signed at _____ on this _____ day of _____ 20____

Signature

Date

CONTRACTOR STAMP



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

**SIX MONTH TERM CONTRACT FOR
PLUMBING SERVICES FOR NDPW:
PRETORIA DEPARTMENT OF LABOUR
BUILDING, PRETORIA**

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

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SIGNATURE:

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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.

24 MONTHS TENDER AND MAINTENANCE CONTRACT

ANNEXURE A

ACKNOWLEDGEMENT OF THE CONTENTS OF THIS PAGE BY CONTRACTOR.
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The Principal Contractor must submit his compliance with annexure A together with his Health & Safety plan

Requirement	OHS Act 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

12 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	OHS REFERENCE	REQUIREMENT
CEO Assignee	Section 16 (2)	A competent person to assume the overall H&S responsibility – Principal Contractor’s Responsible Person.
Construction Work supervisor	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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12 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/cherry 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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NOTES TO BIDDERS
FOR
PREVENTATIVE MAINTENANCE AND REPAIRS FOR PLUMBING
INSTALLATION FOR NDPW: PRETORIA NORTH MAGISTRATE COURT
BUILDING: PRETORIA FOR A 6 MONTH PERIOD

- A. PROSPECTIVE TENDERERS ARE REMINDED TO ACQUAINT THEMSELVES FULLY WITH THE CONTENTS OF THIS DOCUMENTATION BEFORE COMPLETING ANY DETAILS.**
- B. THIS DOCUMENT WILL BE REFERRED TO AS A “TENDER” FOR EASY UNDERSTANDING.**

C. SITE INSPECTION BY BIDDERS

Please note that notwithstanding the above, bidders should do a complete site inspection prior to submitting their bid to familiarise themselves with the circumstances and conditions pertaining to the service as well as with a view to assess the extent and scope of work.

1. This tender is subject to the conditions of ST 36 (General Conditions and Procedures) and further as stipulated hereunder. Tenderers are required to fully acquaint themselves with the contents thereof. Copies of ST 36 may be obtained from The Government Printer, Private Bag X84, Pretoria, 0001, or the Regional Office of the Department of Public Works, Pretoria.
2. Estimated quantities are given but no guarantee can be given as to the quantities that will be ordered from contractors.

3. PRICES

3.1 Value Added Tax (VAT)

The tender price shall include value added tax (VAT). All rates, provisional sums, etc. in this tender document must be NETT with VAT calculated and added to the total thereof in the summary and thereafter carried to the final cost form

- 3.2. All prices quoted by the Tenderer for items in this document must make provision for additional costs, if any, that may occur as a result of these clauses and as well as for the supply of all scaffolding and normal plant, electrical testing equipment and instruments, labour and transport costs and everything necessary for the proper performance of the work.

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4. **THE TENDER**

The Tenderer shall, before submitting his tender, check the pages of this document and if any doubt exists as to the full intent or meaning of any descriptions, or this document contains any obvious errors, the Tenderer shall obtain a directive in writing from the Department before the closing date of the Tender.

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

THIS TENDER MUST BE COMPLETED IN FULL, EACH PAGE MUST BE INITIALED AND THE PRICE SCHEDULE SIGNED. THE COMPLETE DOCUMENT MUST BE HANDED IN WITH THE TENDER.

5. **DOCUMENTS**

The following documents shall be read in conjunction with this Tender:-

- (I) State Tender Board General Conditions and Procedures (ST 36).
- (ii) The South African Bureau of Standards "Code of Practice", S A B S 0142 [Latest edition].
- (iii) The Occupational Health and Safety Act of 1993. [Act No. 85 of 1993].
- (iv) Municipal By-laws and fire regulations and any special requirements of local Authority.
- (v) The Machinery and Occupational Safety Act No 3 and 6 of 1993, as amended.
- (vi) The Department of Public Works Standard Specification for Plumbing Installation.

The Tenderer shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

5.1 **SURETY**

No surety is required for this tender.

6. **PROVISIONAL QUANTITIES**

All quantities are fixed rated for a period of 6 months

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7. **CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT**

This tender will be valid from Date of Order Number for **6 months**. [If the order is written out before the 15th of the month, then the contract must start that month. If the order is written out after the 15th of the month, then the contract must start on the 1st of the next month.]

If a RAMP project starts at an Institution and the Plumbing installation is covered in the RAMP, THEN THIS CONTRACT STOPS WITHIN 14 DAYS NOTICE.

National Department of Public Works will not be liable or obligated financially to the Contractor due to loss of work.

8. **CONTRACTORS ABILITY**

Tenderers are to note, that the Plumbing installation to be serviced /maintained/repared under this contract are all of the utmost strategic importance to the department and full proof of the tenderer's ability to satisfactorily perform the specified service will be required. To this end, tenderer's premises will be inspected for plant, equipment and general good management before tenders are awarded.

Tenderers will be required to satisfy the department of their ability to obtain parts without delay for repairs to the Plumbing installation.

Tenderers will satisfy the Department that ;

(a) Their Artisans /technicians are properly qualified to carry out the specified servicing/maintenance/repairs to the equipment contemplated under this contract.

(b) Their technicians doing the services are fully qualified plumbers and have knowledge of all aspects of plumbing and related trades.

(c) Their technicians have knowledge of containing water pressure and balancing of the system.

(d) Their technicians are fully conversant with the working of plumbing equipment as well as protection devices and able to carry out minor repairs on site.

(e) They will use competent trained staff directly employed and supervised by themselves and shall take all necessary steps to maintain the installations and

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keep it in perfect working condition for the full period of this Service Maintenance and Repair contract.

NOTE

It will be expected of the successful tenderer to submit all Technicians/Artisans certificates of qualification and apprenticeship contracts for evaluation by this Department. A statement of experience gained and on what type of equipment, shall be submitted for each Technician/Artisan employed. Non compliance of this clause can lead to the disqualification of the tender.

9. SCOPE OF CONTRACT

This contract covers the servicing, maintenance, repairs, testing, adjusting, reporting on and cleaning of the entire Plumbing installation in the Union Buildings: East Wing , Pretoria .

It is a specific condition of the contract that all new work or additions of any nature whatsoever are excluded. The Department of Public Works will have the right however, to enter into new contracts for major Repairs and Renovations, Pilot Projects and New Works in any complex or building covered in the area of this contract, which will then exclude day to day maintenance for the duration of this new contract.

Work undertaken under this tender consists primarily of the servicing/maintenance of the entire Plumbing installation , including all pumps, and valves and ancillary equipment, all as described in this tender document and the various Checklists as appended. The contractor must supply, at his own cost, all expendable material such as oil, grease, waste, hacksaw blades, welding rods and material for all other forms of welding, insulation tape, cleaning materials and chemicals etc. necessary for the proper execution of maintenance, servicing and repair work. No claims for consumables shall be accepted.

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

No mark-up or handling fees on sub-contractor's invoices shall be accepted.

All minor and incidental repairs such as the replacement of nuts, bolts, washers, self-tapping screws, pop rivets, etc. shall form part of the service. The Contractor shall allow for such repairs, (material and labour cost), in his price.

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10. UNCERTAINTY ABOUT SCOPE OF WORK

Should the Contractor be uncertain about the Scope of Work to be executed under this Contract, the Department shall immediately be requested in writing to clarify any discrepancies that may exist before the closing date of this Tender. No claims whatsoever in this regard will be entertained after the Contract has been awarded.

11. OFFICIAL ORDER FOR REPAIRS

- (a) Official Order Numbers for services will be issued to the Contractor for the service after execution of the service.
- (b) A separate order number will be issued for repairs (which excludes minor repairs as mentioned in clause 9)
- (c) Instructions for repairs may only be issued to Contractors by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing. If the Contractor has facsimile facilities, the Order Form shall be faxed to him. It is, however, expected of him to respond to telephonic requests for services. However, he must obtain the official Complaint form for the services requested, as soon as possible.
- (d) No payments shall be made for work executed without the necessary written authority [Order Form].
- (e) Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment.
- (f) Special arrangements are applicable for emergency services which are stipulated in Clause 13.
- (g) Quotations to be submitted within 14 days of completion of service (failure to do so will result in delays when processing quotations for order no.

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12. EXECUTION OF MAINTENANCE AND REPAIRS

All equipment shall be serviced and maintained as requested by the Department of Public Works, It shall be required from the contractor to do a pre-arranged repair work , the contractor shall submit a detailed job description and cost breakdown for all repair work required to the equipment.

In the event of any scheduled repair work becoming necessary, the contractor shall furnish the regional representative with a detailed cost breakdown, stating the duration required and probable timing of the repairs.

Repairs shall be scheduled in order to coincide with the next monthly or quarterly service wherever possible. Scheduled repairs at any other time than the monthly or quarterly service shall only be allowed where possible failure of the equipment or damage to equipment may occur before the next scheduled service. The contractor shall clearly identify these items on his report together with a recommendation as to when such repairs must be effected.

Note

In the event of a machine having to be removed to a workshop for a major repair, the contractor must provide a equally rated loan set or sets at a cost to be negotiated for the duration of the repairs.

Scheduled repairs shall be carried out promptly and within the stated frame, and should any delay occur, the regional representative shall immediately be advised of the reason for and possible duration of the delay.

On repaired items, an unconditional guarantee of 90 calendar days shall be required and on new items an unconditional 365 calendar days guarantee.

In the event of repairs having to be carried out urgently during the cause of a programmed service, details of such repairs shall be reported immediately to the Regional Representative for further instructions and/or authority to proceed.

13. EMERGENCY SERVICES

The successful Contractor shall be required to provide a 24 hour -365 day per year stand-by services so as to attend immediately to any break-downs and/or other emergencies that may occur. The Contractor shall have suitably qualified staff and proper equipped and operating vehicles available at all times.

In the event of an emergency call out, such as a loss of water to a portion of an institution or building, or a total water loss, also attributable to a supply authority failure, the contractor shall respond within 2 (two) hours after such a call out was

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made. Failure to respond will result in the Contractor being liable for any damages following the non attending to the call-out and / or alternative arrangements being made. This may include the calling of an additional Contractor. The Contractor shall be held responsible for any cost incurring in arranging such action, including the additional Contractors fee.

In instances of overflowing Sewer and Burst pipes ,Contractor to make safe only and provide quotation for remedial work. Should pricing for such repairs be high ,the service /repairs will be referred to SCM for completion on a quotation basis

Services after hours may be executed without receipt of an official complaint number and solely at the request of an official of the Department. The Contractor must, however, ensure that an official of the User Department signs the Job Card. The Contractor must also ensure that he obtains the official complaint number from the Department on the following working day. No payment will be made without a complaint number, duly completed and signed on the job card.

14. CHECK LIST JOB CARDS

The Contractor must follow check list in accordance with the example included herein. The Contractor is requested to state the name / number of the building on the check list job card.

The check list must be completed legibly in ink after completion of each service. In addition to the original completed check list submitted with the account, the contractor must submit a copy of the check list to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice.

15. TARIFFS (UNIT RATES)

Each item as listed in this Tender Document must be priced. "No cost" or unfair and unreasonable tariff shall not be accepted and may lead to disqualification of the tender.

This is a lump sum contract and therefore tariffs and prices are to be totalled and carried over to the final cost Form

16. NON-SCHEDULED REPAIRS

Non-scheduled repairs emanating from scheduled repairs may be executed only on the instruction of this Department. Under no circumstances whatsoever will Client Departments be allowed to put work in hand requiring non-scheduled items.

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Contractors shall submit certified copies of suppliers' tax invoices, attached to their accounts in respect of new parts, components and material purchased for any repairs, attached to all accounts where non-scheduled repairs were executed. Descriptions like "1 x motor" or "1 x fan" is not acceptable and shall lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial no., size, capacity, etc. shall be listed on the account. The total discount price on non-scheduled materials before adding VAT will be credited to this Department.

The percentage mark up on non-scheduled materials claimed by the Contractor shall be as priced. Mark up will not be allowed on labour, transport cost and scheduled items.

NOTE

SHOULD THE CONTRACTOR'S PRICE FOR MATERIAL/NEW PARTS BE ABNORMALLY HIGH, THE DEPARTMENT RESERVES THE RIGHT TO OBTAIN WRITTEN QUOTATIONS FOR SUCH MATERIAL/NEW PARTS FROM ANOTHER INDEPENDENT SUPPLIER AND ADJUST THE CONTRACTOR'S PRICE ACCORDINGLY. THE DEPARTMENT ALSO RESERVES THE RIGHT TO COMPLETE EXTENSIVE REPAIRS USING THE QUOTATION SYSTEM OF THE DEPARTMENT(whereby other service providers are invited to submit a price) THIS MAY RESULT IN THE SERVICE BEING AWARDED TO THE SUCCESSFUL BIDDER (ie lowest price)

17. PROFIT ON MATERIAL

Percentage mark-up is allowed on non-scheduled material, parts and components only and not on labour, transport and sub-contractor's services. The total discount obtained from the supplier shall be credited to the department. The percentage mark-up shall then be calculated on the total discount price excluding VAT.

18. FRAUDULENT CONDUCT

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit (see clause 46 of ST

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19. ACCOUNTS

Accounts for services rendered, must be accompanied by a Job Card for each separate building or service. The unit rates for items on the Job Card must be cross referenced with the applicable rates for similar items in the Tender Document by means of the page and item numbers e.g. 12/25 (page 12, Item 25).

20. GUARANTEE

The guarantee period for any work executed shall be 3 months. Should the contractor install any replacement equipment which offers a manufacturers guarantee in excess of the 3 months referred to above, he shall be responsible for liaison with the manufacturer/supplier for the repair/replacement thereof [in the event of faulty equipment] at no extra cost to the state.

21. TRANSPORT AND LABOUR COSTS

- (a) Transport costs and travelling time for repairs/servicing as reflected in Schedule 1 shall be included in the tariffs/rates. (Which shall be inclusive of travelling time for artisans, assistants and driver, as well as overheads and profit).
- (b) Transport cost and travelling time on non-scheduled repair work shall be calculated and added separately .
- (c) Labour rates shall be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension and medical funds, etc., as well as any profit.

22. PAYMENT

Accounts can be submitted to the Department, upon completion of the service/repair. Payment of accounts complying with all the requirements of clause 19 will be made within 21 days of date of statement.

23. TRAINED STAFF

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At all times for the duration of the contract, the work shall be carried out under the supervision of a qualified, skilled and competent tradesman and representative of the Contractor.

The standard and quality of workmanship for the servicing/repairs shall be to the best standard practice of the industry and shall be such as not to let the installation deteriorate to an unacceptable condition.

Servicing/repair work and call-outs at all times be done by suitable qualified and trained staff and under no circumstances may untrained workers be left alone on site without proper supervision of trained staff.

It will be the responsibility of the successful Tenderer to ensure that all the entire plumbing installation, maintain the condition required for the full period of this maintenance, service and repairs Contract.

24. MANAGEMENT

The Contractor undertakes to

- (a) Arrange with the member in charge regarding access to the complex in order to execute the required service.
- (b) Take adequate precautions to prevent damage to buildings, fittings computers, and furnishings and other valuable equipment within the complex.
- (c) Accept liability and to indemnify the State against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- (d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, [Act No. 30 of 1966] and any amendments thereof.
- (e) Comply with all By-laws and requirements of the local authority.
- (f) Comply with the local Fire Officer's regulations.
- (g) Provide a registered Installation Electrician or a Master Installation Electrician and personnel in terms of the appropriate statutory Act to carry out any emergency repair work on a 24-hour basis including weekends and public holidays.

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25. MATERIAL OF EQUAL QUALITY

Only original spares, as supplied and recommended by the manufacturer/ supplier of the equipment installed on site, shall be used. Under no circumstances shall pirate parts be used or parts modified to effect repairs. Where original spares are no longer available, it shall be brought to the attention of the department, together with a proposal for the replacement or modification of the item to ensure continued serviceability.

The contractor shall supply to the department the suppliers or factory guarantee of repaired or replaced components together with the serial numbers of original and new components which shall be entered on the job card and invoices submitted for payment.

All new parts, components and material used in this contract shall be guaranteed for a period of at least **6 months**.

Replacement parts, spares and materials used must be of equal specification to the component that is being replaced and must where possible carry the S A B S mark of approval. If such equivalent component is not available, then the alternative component must be approved by the Technical representative of the Department of Public Works prior to installation.

26. REDUNDANT MATERIAL (Rubbish and Waste)

All redundant material and parts shall remain the property of the government and shall be left on site and stored by the person in charge of the property against the job card as a receipt. A copy of the job card shall be left with the person in charge for audit purposes. The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 30 days.

All redundant material or parts shall be labelled with the complaint number for the repair work.

After an inspection of all material and parts that are obsolete/unserviceable/of no value to the regional representative, the contractor shall be notified to remove and dispose of such material and parts during his next service call. The material and parts shall then become the property of the contractor and the removal and disposing thereof shall be for the contractor's amount.

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27. PREVENTATIVE MAINTENANCE SERVICE SCHEDULES

Servicing shall be carried out strictly as stated on the service schedule and the contractor shall after each service submit to the Regional Manager copies of the service schedule duly completed and signed by the Contractor.

The contractor shall make his own arrangements for printing and duplicating of service schedules.

The service schedule shall be countersigned by the officer in charge of the building in which the equipment is situated and shall endorse the schedule to the effect that the equipment in his opinion, is operating satisfactorily.

28. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain, from the SAPS access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by DPW.

29. SECURITY CHECK ON PERSONNEL

The Department or National State Security, may require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the Department or the Commissioner of Correctional Services requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

30. USER DEPARTMENT SHALL NOT NEGOTIATE.

The contractor and the user department on whose behalf the work is being done are not permitted to enter into negotiations with regard to any matter whatsoever relating to the rates and conditions of the contract.

In the event of any dispute arising out of any matter in connection with the contract, such matters shall be referred by the Department for submission to the State Tender Board, whose decision shall be final. The contractor shall not delay the execution of any work pending such decision.

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31. WORK EXPLICITLY EXCLUDED FROM THIS CONTRACT

The contractor shall under no circumstances undertake work of any nature, related to or in connection with the following, unless specifically instructed to do so by a representative of the Department of Public Works.

- (a) Main supply feeder pipes and/or metering equipment belonging to any local supply authority.

32. DEPARTMENT OF PUBLIC WORKS RESPONSIBILITY.

The Department of Public Works is responsible for the water supply to hired or state owned complexes and/or buildings, irrespective whether the services are supplied from a P.W.D. reticulation network or from the local supply authority. Any dispute or uncertainty with regards to the responsibility of the execution of a service must be referred to this department for clarification.

33. FIXED PRICE CONTRACT

The contract is a fixed priced contract and no adjustments shall be made for any increases or decreases of prices except for VAT rate adjustments.

Note

Any errors in the compilation of the Job Cards or accounts discovered at a later stage, shall be rectified by the Department all in accordance with the regulations of clause 52 [3] of "Conditions and Procedures in Regard to Tender, Contract and Order [ST 36]".

34. CHECK LISTS

The check list for the maintenance to the equipment consists of the quarterly and Major maintenance of Addendum B.(where applicable). On each visit to the site the contractor must attend to all the items listed in the check list.

The work is to be carried out by a competent technician, all in accordance with the Basic Conditions of Employment Act (Act No. 3 of 1983) with Regulations and Occupational Health and Safety (Act 85/1993) and SANS10142

All irregularities and comments must be reported by the Contractor in the spaces provided in the check list, and the originals, signed and dated, must be attached to the accounts. A duplicate copy of the completed check list for each visit must be kept in the generator room and the Contractor must make provision in each generator room for a neat, weatherproof document holder, secured to the wall,

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for this purpose. The contractor must allow and arrange for the reproduction of the check lists at his own cost for use at all sites.

The Contractor will be required to strictly adhere to the program submitted by him.

35. **TESTING**

The plumbing installation shall be tested on a regular in conjunction with Client

CLAIMS

The Contractor will indemnify, protect, defend and hold harmless the Client from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:

- a) Any claim in respect of any taxes payable by the Contractor.
- b) Any claim for Workmen's Compensation Insurance of for any loss for which the Contractor is liable.
- c) Any claim by any third person including any employees of the Client or of the Contractor for any loss resulting from any bodily injury and or damage to property by any act or omission of the Contractor or any of its employees, servants or agents.
- d) Any claims on the lack of knowledge regarding a site as the Contractor is obliged to visit the site/ sites prior to bidding.

37.CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR

The prospective bidders are expected to comply with all statutory provisions governing the contract and Electrical/Mechanical/Engineering/Building industry, more particularly the prescribed minimum wage determined by the Department of Labour. The Department reserves the right to terminate the service in the event of the successful bidders' non-compliance with statutory obligations.

The personnel appointed by the contractor should have proof of **prior experience and suitable competence**

The contractor and his/her personnel are prohibited from reading or going through records in offices.

Files and other correspondence on desks, racks, etc., must be placed back in the position in which it was found after cleaning such areas.

The contractor undertakes to keep the number of workers allowed in a building to the essential amount required.

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Personal hygiene of the contractor, his personnel, and agents must be maintained at an acceptable standard.

In accordance to the law on control and entry to public areas and vehicles, 1985 (law 5.3 of 1985), employees will be subject to the conditions as set out in Article Z(2) of the mentioned law.

The occupant of an office shall have the right to request employees of the contractor to leave an office if he/she receives a visitor or telephone call.

Employees of the contractor shall not loiter about the building or use the benches or chairs in public areas to relax on. At the end of each workday and no later than the normal closing time, all employees of the contractor must be off the premise(s). No employee would be allowed on the premise(s) after working hours except if they have permission from the responsible officer in charge of the building.

Personnel of the contractor have, subject to other conditions of this contract, entry to all areas to supply a service. If the service is not required in that specific area at the time then entry to the area is prohibited.

Without prejudicing the contractor's right to choose his/her own personnel, the Department reserves the right to, at all times, indicate personnel to the contractor who is a security, health or safety risk. Such persons would not be allowed to be used by the contractor to carry out his duties.

In such a case the contractor will immediately honour the Department's request and shall have no claim of loss or damage against the Department.

The contractor will provide each employee of the contractor with a photo identity card. The card must have the following particulars

- a) Name of Firm (Contractor)
- b) Name of employee
- c) Identity number of Employee
- d) Signature of the Employee
- e) The employee will wear the permit on a visible place when he/she is working in the involved building. The necessary control over these permits must be provided as not to allow such permits to fall into unauthorised hands. The employees or persons in the service of the contractor who are working in or around the building providing the services as stated in this contract must at all times be dressed in a uniform that is to the Departments approval. The contractor shall at all times ensure that all cleaning staff is neatly clothed in uniforms (with the name of the company printed there on) with necessary

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personal protective equipment which shall include but not be limited to headgear, shoes, gloves etc.

The contractor or his affiliates may provide no information of state activities to the public.

38. INDEMNITIES

The contractor and his/her affiliates enter the premise(s) at own risk.

The contractor indemnifies the Department of any happenings that he/she is aware of or not aware of his/her personnel that are used for services that fall outside this contract.

The contractor will at own cost take out an insurance policy against any claim, cost, lost or damage resulting from duties and shall ensure that such insurance is valid for the entire period of the contract.

39. EQUIPMENT

The contractor shall not use defective electrical and mechanical equipment, which could affect the Client in its daily operations. Any damage of whatever nature caused by this will be for the contractor account. All leads and extension leads must be of the correct capacity to carry the load of the involved machinery and will be 3 phase and not 2 phase.

The contractor may only use equipment that will normally be used in normal circumstances for purposes named in this agreement. The contractor may under no circumstances tamper with the electrical installations and equipment in a building or make changes to it without the Departments prior consent.

With the exception of connections at existing power points provided by the Department, the contractor may not make connections to the electrical system. Only equipment that does not require above 1250 watts to operate may be used at such power points.

The equipment used by the contractor shall where applicable comply with the law on Machinery and Occupational Safety, 1983 (Law no. 6 of 1983). Under no circumstances shall the equipment used such as vacuum cleaners etc., exceed the sound factor of 66db (Decibels) within one meter of the equipment.

40. NUISANCE

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The contractor will not be allowed to perform any act or duty on the premise(s), which in the mind of the Department will be of nuisance, danger or possible nuisance or danger to any person on the premise(s) or that could cause damage to the property.

Personnel must behave in a soberly manner.

Silence must be reasonably maintained.

41.CAUTION SIGNBOARDS

The contractor will be compelled to display neat caution signboards or signs, of which the size and design must be clearly visible in areas where the contractor or his employees are busy working. (Such as toilets, passages etc.). The signs must also be clearly visible in areas where the services rendered can cause injuries to any person or persons and must be able to attract a persons attention to show that services are been carried out in the area.

It is hereby specially agreed upon that the Contractor throughout the duration of the contract period, will be compelled to do everything within his/her means and wherever practicable possible to ensure that all signs, print work, notices or any written material that is displayed is in English.

42.INFLAMMABLE AND POISONOUS MATERIAL AND OTHER CHEMICALS

The Contractor shall not use or store any poisonous or highly inflammable substances and other chemicals on the premise(s).

43.SUPERVISION

The contractor must ensure that there is always continued on site supervision from Monday's to Friday's excluding Public Holidays effective supervision. Supervisors must in all respect respond to reasonable requests of the appointed personnel.

44.DRESS CODE

The successful bidder will be required:

- 1) to ensure that a uniform displaying the company logo and name are worn at all times
- 2) Ensure that staff uniform is clean and neat at all times.
- 3) Refrain from wearing political party colours or logos.

5.UNIT RATES / PRICES

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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(<i>STAMP AND SIGNATURE</i>)

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NOTES TO BIDDERS
FOR
PREVENTATIVE MAINTENANCE AND REPAIRS FOR PLUMBING
INSTALLATION FOR NDPW :DEPARTMENT OF LABOUR LABORIA
HOUSE BUILDING :PRETORIA FOR A 6 MONTH PERIOD

- A. PROSPECTIVE TENDERERS ARE REMINDED TO ACQUAINT THEMSELVES FULLY WITH THE CONTENTS OF THIS DOCUMENTATION BEFORE COMPLETING ANY DETAILS.**
- B. THIS DOCUMENT WILL BE REFERRED TO AS A “TENDER” FOR EASY UNDERSTANDING.**

C. SITE INSPECTION BY BIDDERS

Please note that notwithstanding the above, bidders should do a complete site inspection prior to submitting their bid to familiarise themselves with the circumstances and conditions pertaining to the service as well as with a view to assess the extent and scope of work.

1. This tender is subject to the conditions of ST 36 (General Conditions and Procedures) and further as stipulated hereunder. Tenderers are required to fully acquaint themselves with the contents thereof. Copies of ST 36 may be obtained from The Government Printer, Private Bag X84, Pretoria, 0001, or the Regional Office of the Department of Public Works, Pretoria.
2. Estimated quantities are given but no guarantee can be given as to the quantities that will be ordered from contractors.

3. PRICES

3.1 Value Added Tax (VAT)

The tender price shall include value added tax (VAT). All rates, provisional sums, etc. in this tender document must be NETT with VAT calculated and added to the total thereof in the summary and thereafter carried to the final cost form

- 3.2. All prices quoted by the Tenderer for items in this document must make provision for additional costs, if any, that may occur as a result of these clauses and as well as for the supply of all scaffolding and normal plant, electrical testing equipment and instruments, labour and transport costs and everything necessary for the proper performance of the work.

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4. THE TENDER

The Tenderer shall, before submitting his tender, check the pages of this document and if any doubt exists as to the full intent or meaning of any descriptions, or this document contains any obvious errors, the Tenderer shall obtain a directive in writing from the Department before the closing date of the Tender.

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

THIS TENDER MUST BE COMPLETED IN FULL, EACH PAGE MUST BE INITIALED AND THE PRICE SCHEDULE SIGNED. THE COMPLETE DOCUMENT MUST BE HANDED IN WITH THE TENDER.

5. DOCUMENTS

The following documents shall be read in conjunction with this Tender:-

- (I) State Tender Board General Conditions and Procedures (ST 36).
- (ii) The South African Bureau of Standards "Code of Practice", S A B S 0142 [Latest edition].
- (iii) The Occupational Health and Safety Act of 1993. [Act No. 85 of 1993].
- (iv) Municipal By-laws and fire regulations and any special requirements of local Authority.
- (v) The Machinery and Occupational Safety Act No 3 and 6 of 1993, as amended.
- (vi) The Department of Public Works Standard Specification for Plumbing Installation.

The Tenderer shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

5.1 SURETY

No surety is required for this tender.

6. PROVISIONAL QUANTITIES

All quantities are fixed rated for a period of 6 months

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7. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

This tender will be valid from Date of Order Number for **6 months**. [If the order is written out before the 15th of the month, then the contract must start that month. If the order is written out after the 15th of the month, then the contract must start on the 1st of the next month.]

If a RAMP project starts at an Institution and the Plumbing installation is covered in the RAMP, THEN THIS CONTRACT STOPS WITHIN 14 DAYS NOTICE.

National Department of Public Works will not be liable or obligated financially to the Contractor due to loss of work.

8. CONTRACTORS ABILITY

Tenderers are to note, that the Plumbing installation to be serviced /maintained/repared under this contract are all of the utmost strategic importance to the department and full proof of the tenderer's ability to satisfactorily perform the specified service will be required. To this end, tenderer's premises will be inspected for plant, equipment and general good management before tenders are awarded.

Tenderers will be required to satisfy the department of their ability to obtain parts without delay for repairs to the Plumbing installation.

Tenderers will satisfy the Department that ;

(a) Their Artisans /technicians are properly qualified to carry out the specified servicing/maintenance/repairs to the equipment contemplated under this contract.

(b) Their technicians doing the services are fully qualified plumbers and have knowledge of all aspects of plumbing and related trades.

(c) Their technicians have knowledge of containing water pressure and balancing of the system.

(d) Their technicians are fully conversant with the working of plumbing equipment as well as protection devices and able to carry out minor repairs on site.

(e) They will use competent trained staff directly employed and supervised by themselves and shall take all necessary steps to maintain the installations and

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keep it in perfect working condition for the full period of this Service Maintenance and Repair contract.

NOTE

It will be expected of the successful tenderer to submit all Technicians/Artisans certificates of qualification and apprenticeship contracts for evaluation by this Department. A statement of experience gained and on what type of equipment, shall be submitted for each Technician/Artisan employed. Non compliance of this clause can lead to the disqualification of the tender.

9. SCOPE OF CONTRACT

This contract covers the servicing, maintenance, repairs, testing, adjusting, reporting on and cleaning of the entire Plumbing installation in the Union Buildings: East Wing , Pretoria .

It is a specific condition of the contract that all new work or additions of any nature whatsoever are excluded. The Department of Public Works will have the right however, to enter into new contracts for major Repairs and Renovations, Pilot Projects and New Works in any complex or building covered in the area of this contract, which will then exclude day to day maintenance for the duration of this new contract.

Work undertaken under this tender consists primarily of the servicing/ maintenance of the entire Plumbing installation , including all pumps, and valves and ancillary equipment, all as described in this tender document and the various Checklists as appended. The contractor must supply, at his own cost, all expendable material such as oil, grease, waste, hacksaw blades, welding rods and material for all other forms of welding, insulation tape, cleaning materials and chemicals etc. necessary for the proper execution of maintenance, servicing and repair work. No claims for consumables shall be accepted.

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

No mark-up or handling fees on sub-contractor's invoices shall be accepted.

All minor and incidental repairs such as the replacement of nuts, bolts, washers, self-tapping screws, pop rivets, etc. shall form part of the service. The Contractor shall allow for such repairs, (material and labour cost), in his price.

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10. UNCERTAINTY ABOUT SCOPE OF WORK

Should the Contractor be uncertain about the Scope of Work to be executed under this Contract, the Department shall immediately be requested in writing to clarify any discrepancies that may exist before the closing date of this Tender. No claims whatsoever in this regard will be entertained after the Contract has been awarded.

11. OFFICIAL ORDER FOR REPAIRS

- (a) Official Order Numbers for services will be issued to the Contractor for the service after execution of the service.
- (b) A separate order number will be issued for repairs (which excludes minor repairs as mentioned in clause 9)
- (c) Instructions for repairs may only be issued to Contractors by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing. If the Contractor has facsimile facilities, the Order Form shall be faxed to him. It is, however, expected of him to respond to telephonic requests for services. However, he must obtain the official Complaint form for the services requested, as soon as possible.
- (d) No payments shall be made for work executed without the necessary written authority [Order Form].
- (e) Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment.
- (f) Special arrangements are applicable for emergency services which are stipulated in Clause 13.
- (g) Quotations to be submitted within 14 days of completion of service (failure to do so will result in delays when processing quotations for order no.

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12. EXECUTION OF MAINTENANCE AND REPAIRS

All equipment shall be serviced and maintained as requested by the Department of Public Works, It shall be required from the contractor to do a pre-arranged repair work , the contractor shall submit a detailed job description and cost breakdown for all repair work required to the equipment.

In the event of any scheduled repair work becoming necessary, the contractor shall furnish the regional representative with a detailed cost breakdown, stating the duration required and probable timing of the repairs.

Repairs shall be scheduled in order to coincide with the next monthly or quarterly service wherever possible. Scheduled repairs at any other time than the monthly or quarterly service shall only be allowed where possible failure of the equipment or damage to equipment may occur before the next scheduled service. The contractor shall clearly identify these items on his report together with a recommendation as to when such repairs must be effected.

Note

In the event of a machine having to be removed to a workshop for a major repair, the contractor must provide a equally rated loan set or sets at a cost to be negotiated for the duration of the repairs.

Scheduled repairs shall be carried out promptly and within the stated frame, and should any delay occur, the regional representative shall immediately be advised of the reason for and possible duration of the delay.

On repaired items, an unconditional guarantee of 90 calendar days shall be required and on new items an unconditional 365 calendar days guarantee.

In the event of repairs having to be carried out urgently during the cause of a programmed service, details of such repairs shall be reported immediately to the Regional Representative for further instructions and/or authority to proceed.

13. EMERGENCY SERVICES

The successful Contractor shall be required to provide a 24 hour -365 day per year stand-by services so as to attend immediately to any break-downs and/or other emergencies that may occur. The Contractor shall have suitably qualified staff and proper equipped and operating vehicles available at all times.

In the event of an emergency call out, such as a loss of water to a portion of an institution or building, or a total water loss, also attributable to a supply authority failure, the contractor shall respond within 2 (two) hours after such a call out was

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made. Failure to respond will result in the Contractor being liable for any damages following the non attending to the call-out and / or alternative arrangements being made. This may include the calling of an additional Contractor. The Contractor shall be held responsible for any cost incurring in arranging such action, including the additional Contractors fee.

In instances of overflowing Sewer and Burst pipes ,Contractor to make safe only and provide quotation for remedial work. Should pricing for such repairs be high ,the service /repairs will be referred to SCM for completion on a quotation basis

Services after hours may be executed without receipt of an official complaint number and solely at the request of an official of the Department. The Contractor must, however, ensure that an official of the User Department signs the Job Card. The Contractor must also ensure that he obtains the official complaint number from the Department on the following working day. No payment will be made without a complaint number, duly completed and signed on the job card.

14. CHECK LIST JOB CARDS

The Contractor must follow check list in accordance with the example included herein. The Contractor is requested to state the name / number of the building on the check list job card.

The check list must be completed legibly in ink after completion of each service. In addition to the original completed check list submitted with the account, the contractor must submit a copy of the check list to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice.

15. TARIFFS (UNIT RATES)

Each item as listed in this Tender Document must be priced. "No cost" or unfair and unreasonable tariff shall not be accepted and may lead to disqualification of the tender.

This is a lump sum contract and therefore tariffs and prices are to be totalled and carried over to the final cost Form

16. NON-SCHEDULED REPAIRS

Non-scheduled repairs emanating from scheduled repairs may be executed only on the instruction of this Department. Under no circumstances whatsoever will Client Departments be allowed to put work in hand requiring non-scheduled items.

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Contractors shall submit certified copies of suppliers' tax invoices, attached to their accounts in respect of new parts, components and material purchased for any repairs, attached to all accounts where non-scheduled repairs were executed. Descriptions like "1 x motor" or "1 x fan" is not acceptable and shall lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial no., size, capacity, etc. shall be listed on the account. The total discount price on non-scheduled materials before adding VAT will be credited to this Department.

The percentage mark up on non-scheduled materials claimed by the Contractor shall be as priced. Mark up will not be allowed on labour, transport cost and scheduled items.

NOTE

SHOULD THE CONTRACTOR'S PRICE FOR MATERIAL/NEW PARTS BE ABNORMALLY HIGH, THE DEPARTMENT RESERVES THE RIGHT TO OBTAIN WRITTEN QUOTATIONS FOR SUCH MATERIAL/NEW PARTS FROM ANOTHER INDEPENDENT SUPPLIER AND ADJUST THE CONTRACTOR'S PRICE ACCORDINGLY. THE DEPARTMENT ALSO RESERVES THE RIGHT TO COMPLETE EXTENSIVE REPAIRS USING THE QUOTATION SYSTEM OF THE DEPARTMENT((whereby other service providers are invited to submit a price) THIS MAY RESULT IN THE SERVICE BEING AWARDED TO THE SUCCESSFUL BIDDER (ie lowest price)

17. PROFIT ON MATERIAL

Percentage mark-up is allowed on non-scheduled material, parts and components only and not on labour, transport and sub-contractor's services. The total discount obtained from the supplier shall be credited to the department. The percentage mark-up shall then be calculated on the total discount price excluding VAT.

18. FRAUDULENT CONDUCT

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit (see clause 46 of ST

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19. ACCOUNTS

Accounts for services rendered, must be accompanied by a Job Card for each separate building or service. The unit rates for items on the Job Card must be cross referenced with the applicable rates for similar items in the Tender Document by means of the page and item numbers e.g. 12/25 (page 12, Item 25).

20. GUARANTEE

The guarantee period for any work executed shall be 3 months. Should the contractor install any replacement equipment which offers a manufacturers guarantee in excess of the 3 months referred to above, he shall be responsible for liaison with the manufacturer/supplier for the repair/replacement thereof [in the event of faulty equipment] at no extra cost to the state.

21. TRANSPORT AND LABOUR COSTS

- (a) Transport costs and travelling time for repairs/servicing as reflected in Schedule 1 shall be included in the tariffs/rates. (Which shall be inclusive of travelling time for artisans, assistants and driver, as well as overheads and profit).
- (b) Transport cost and travelling time on non-scheduled repair work shall be calculated and added separately .
- (c) Labour rates shall be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension and medical funds, etc., as well as any profit.

22. PAYMENT

Accounts can be submitted to the Department, upon completion of the service/repair. Payment of accounts complying with all the requirements of clause 19 will be made within 21 days of date of statement.

23. TRAINED STAFF

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At all times for the duration of the contract, the work shall be carried out under the supervision of a qualified, skilled and competent tradesman and representative of the Contractor.

The standard and quality of workmanship for the servicing/repairs shall be to the best standard practice of the industry and shall be such as not to let the installation deteriorate to an unacceptable condition.

Servicing/repair work and call-outs at all times be done by suitable qualified and trained staff and under no circumstances may untrained workers be left alone on site without proper supervision of trained staff.

It will be the responsibility of the successful Tenderer to ensure that all the entire plumbing installation, maintain the condition required for the full period of this maintenance, service and repairs Contract.

24. MANAGEMENT

The Contractor undertakes to

- (a) Arrange with the member in charge regarding access to the complex in order to execute the required service.
- (b) Take adequate precautions to prevent damage to buildings, fittings computers, and furnishings and other valuable equipment within the complex.
- (c) Accept liability and to indemnify the State against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- (d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, [Act No. 30 of 1966] and any amendments thereof.
- (e) Comply with all By-laws and requirements of the local authority.
- (f) Comply with the local Fire Officer's regulations.
- (g) Provide a registered Installation Electrician or a Master Installation Electrician and personnel in terms of the appropriate statutory Act to carry out any emergency repair work on a 24-hour basis including weekends and public holidays.

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25. MATERIAL OF EQUAL QUALITY

Only original spares, as supplied and recommended by the manufacturer/ supplier of the equipment installed on site, shall be used. Under no circumstances shall pirate parts be used or parts modified to effect repairs. Where original spares are no longer available, it shall be brought to the attention of the department, together with a proposal for the replacement or modification of the item to ensure continued serviceability.

The contractor shall supply to the department the suppliers or factory guarantee of repaired or replaced components together with the serial numbers of original and new components which shall be entered on the job card and invoices submitted for payment.

All new parts, components and material used in this contract shall be guaranteed for a period of at least **6 months**.

Replacement parts, spares and materials used must be of equal specification to the component that is being replaced and must where possible carry the S A B S mark of approval. If such equivalent component is not available, then the alternative component must be approved by the Technical representative of the Department of Public Works prior to installation.

26. REDUNDANT MATERIAL (Rubbish and Waste)

All redundant material and parts shall remain the property of the government and shall be left on site and stored by the person in charge of the property against the job card as a receipt. A copy of the job card shall be left with the person in charge for audit purposes. The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 30 days.

All redundant material or parts shall be labelled with the complaint number for the repair work.

After an inspection of all material and parts that are obsolete/unserviceable/of no value to the regional representative, the contractor shall be notified to remove and dispose of such material and parts during his next service call. The material and parts shall then become the property of the contractor and the removal and disposing thereof shall be for the contractor's amount.

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27. PREVENTATIVE MAINTENANCE SERVICE SCHEDULES

Servicing shall be carried out strictly as stated on the service schedule and the contractor shall after each service submit to the Regional Manager copies of the service schedule duly completed and signed by the Contractor.

The contractor shall make his own arrangements for printing and duplicating of service schedules.

The service schedule shall be countersigned by the officer in charge of the building in which the equipment is situated and shall endorse the schedule to the effect that the equipment in his opinion, is operating satisfactorily.

28. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain, from the SAPS access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by DPW.

29. SECURITY CHECK ON PERSONNEL

The Department or National State Security, may require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the Department or the Commissioner of Correctional Services requesting the removal of a person or persons from the site for security reasons, the Contractor shall do so forthwith and the Contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

30. USER DEPARTMENT SHALL NOT NEGOTIATE.

The contractor and the user department on whose behalf the work is being done are not permitted to enter into negotiations with regard to any matter whatsoever relating to the rates and conditions of the contract.

In the event of any dispute arising out of any matter in connection with the contract, such matters shall be referred by the Department for submission to the State Tender Board, whose decision shall be final. The contractor shall not delay the execution of any work pending such decision.

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31. WORK EXPLICITLY EXCLUDED FROM THIS CONTRACT

The contractor shall under no circumstances undertake work of any nature, related to or in connection with the following, unless specifically instructed to do so by a representative of the Department of Public Works.

- (a) Main supply feeder pipes and/or metering equipment belonging to any local supply authority.

32. DEPARTMENT OF PUBLIC WORKS RESPONSIBILITY.

The Department of Public Works is responsible for the water supply to hired or state owned complexes and/or buildings, irrespective whether the services are supplied from a P.W.D. reticulation network or from the local supply authority. Any dispute or uncertainty with regards to the responsibility of the execution of a service must be referred to this department for clarification.

33. FIXED PRICE CONTRACT

The contract is a fixed priced contract and no adjustments shall be made for any increases or decreases of prices except for VAT rate adjustments.

Note

Any errors in the compilation of the Job Cards or accounts discovered at a later stage, shall be rectified by the Department all in accordance with the regulations of clause 52 [3] of "Conditions and Procedures in Regard to Tender, Contract and Order [ST 36]".

34. CHECK LISTS

The check list for the maintenance to the equipment consists of the quarterly and Major maintenance of Addendum B.(where applicable). On each visit to the site the contractor must attend to all the items listed in the check list.

The work is to be carried out by a competent technician, all in accordance with the Basic Conditions of Employment Act (Act No. 3 of 1983) with Regulations and Occupational Health and Safety (Act 85/1993) and SANS10142

All irregularities and comments must be reported by the Contractor in the spaces provided in the check list, and the originals, signed and dated, must be attached to the accounts. A duplicate copy of the completed check list for each visit must be kept in the generator room and the Contractor must make provision in each generator room for a neat, weatherproof document holder, secured to the wall,

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for this purpose. The contractor must allow and arrange for the reproduction of the check lists at his own cost for use at all sites.

The Contractor will be required to strictly adhere to the program submitted by him.

35. TESTING

The plumbing installation shall be tested on a regular in conjunction with Client

CLAIMS

The Contractor will indemnify, protect, defend and hold harmless the Client from and against any and all claims, demands, actions and proceedings whatsoever including all fees, costs and expenses incurred in respect thereof arising out of:

- a) Any claim in respect of any taxes payable by the Contractor.
- b) Any claim for Workmen's Compensation Insurance of for any loss for which the Contractor is liable.
- c) Any claim by any third person including any employees of the Client or of the Contractor for any loss resulting from any bodily injury and or damage to property by any act or omission of the Contractor or any of its employees, servants or agents.
- d) Any claims on the lack of knowledge regarding a site as the Contractor is obliged to visit the site/ sites prior to bidding.

37.CONDITIONS RELATING TO THE PERSONNEL OF THE CONTRACTOR

The prospective bidders are expected to comply with all statutory provisions governing the contract and Electrical/Mechanical/Engineering/Building industry, more particularly the prescribed minimum wage determined by the Department of Labour. The Department reserves the right to terminate the service in the event of the successful bidders' non-compliance with statutory obligations.

The personnel appointed by the contractor should have proof of **prior experience and suitable competence**

The contractor and his/her personnel are prohibited from reading or going through records in offices.

Files and other correspondence on desks, racks, etc., must be placed back in the position in which it was found after cleaning such areas.

The contractor undertakes to keep the number of workers allowed in a building to the essential amount required.

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Personal hygiene of the contractor, his personnel, and agents must be maintained at an acceptable standard.

In accordance to the law on control and entry to public areas and vehicles, 1985 (law 5.3 of 1985), employees will be subject to the conditions as set out in Article Z(2) of the mentioned law.

The occupant of an office shall have the right to request employees of the contractor to leave an office if he/she receives a visitor or telephone call.

Employees of the contractor shall not loiter about the building or use the benches or chairs in public areas to relax on. At the end of each workday and no later than the normal closing time, all employees of the contractor must be off the premise(s). No employee would be allowed on the premise(s) after working hours except if they have permission from the responsible officer in charge of the building.

Personnel of the contractor have, subject to other conditions of this contract, entry to all areas to supply a service. If the service is not required in that specific area at the time then entry to the area is prohibited.

Without prejudicing the contractor's right to choose his/her own personnel, the Department reserves the right to, at all times, indicate personnel to the contractor who is a security, health or safety risk. Such persons would not be allowed to be used by the contractor to carry out his duties.

In such a case the contractor will immediately honour the Department's request and shall have no claim of loss or damage against the Department.

The contractor will provide each employee of the contractor with a photo identity card. The card must have the following particulars

- a) Name of Firm (Contractor)
- b) Name of employee
- c) Identity number of Employee
- d) Signature of the Employee
- e) The employee will wear the permit on a visible place when he/she is working in the involved building. The necessary control over these permits must be provided as not to allow such permits to fall into unauthorised hands. The employees or persons in the service of the contractor who are working in or around the building providing the services as stated in this contract must at all times be dressed in a uniform that is to the Departments approval. The contractor shall at all times ensure that all cleaning staff is neatly clothed in uniforms (with the name of the company printed there on) with necessary

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personal protective equipment which shall include but not be limited to headgear, shoes, gloves etc.

The contractor or his affiliates may provide no information of state activities to the public.

38. INDEMNITIES

The contractor and his/her affiliates enter the premise(s) at own risk.

The contractor indemnifies the Department of any happenings that he/she is aware of or not aware of his/her personnel that are used for services that fall outside this contract.

The contractor will at own cost take out an insurance policy against any claim, cost, lost or damage resulting from duties and shall ensure that such insurance is valid for the entire period of the contract.

39. EQUIPMENT

The contractor shall not use defective electrical and mechanical equipment, which could affect the Client in its daily operations. Any damage of whatever nature caused by this will be for the contractor account. All leads and extension leads must be of the correct capacity to carry the load of the involved machinery and will be 3 phase and not 2 phase.

The contractor may only use equipment that will normally be used in normal circumstances for purposes named in this agreement. The contractor may under no circumstances tamper with the electrical installations and equipment in a building or make changes to it without the Departments prior consent.

With the exception of connections at existing power points provided by the Department, the contractor may not make connections to the electrical system. Only equipment that does not require above 1250 watts to operate may be used at such power points.

The equipment used by the contractor shall where applicable comply with the law on Machinery and Occupational Safety, 1983 (Law no. 6 of 1983). Under no circumstances shall the equipment used such as vacuum cleaners etc., exceed the sound factor of 66db (Decibels) within one meter of the equipment.

40. NUISANCE

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The contractor will not be allowed to perform any act or duty on the premise(s), which in the mind of the Department will be of nuisance, danger or possible nuisance or danger to any person on the premise(s) or that could cause damage to the property.

Personnel must behave in a soberly manner.

Silence must be reasonably maintained.

41.CAUTION SIGNBOARDS

The contractor will be compelled to display neat caution signboards or signs, of which the size and design must be clearly visible in areas where the contractor or his employees are busy working. (Such as toilets, passages etc.). The signs must also be clearly visible in areas where the services rendered can cause injuries to any person or persons and must be able to attract a persons attention to show that services are been carried out in the area.

It is hereby specially agreed upon that the Contractor throughout the duration of the contract period, will be compelled to do everything within his/her means and wherever practicable possible to ensure that all signs, print work, notices or any written material that is displayed is in English.

42.INFLAMMABLE AND POISONOUS MATERIAL AND OTHER CHEMICALS

The Contractor shall not use or store any poisonous or highly inflammable substances and other chemicals on the premise(s).

43.SUPERVISION

The contractor must ensure that there is always continued on site supervision from Monday's to Friday's excluding Public Holidays effective supervision. Supervisors must in all respect respond to reasonable requests of the appointed personnel.

44.DRESS CODE

The successful bidder will be required:

- 1) to ensure that a uniform displaying the company logo and name are worn at all times
- 2) Ensure that staff uniform is clean and neat at all times.
- 3) Refrain from wearing political party colours or logos.

5.UNIT RATES / PRICES

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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(<i>STAMP AND SIGNATURE</i>)

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NOTE TO SCM:

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

REF NO.:

1. Company must be registered with Department of Manpower
2. Plumbers/carpenter trade qualifications is a prerequisite in accordance with the OHS Act.
3. The plumber/s must be employed by the company.
4. Attach security clearance of service providers to attendance register.
5. Contractor to be CIDB registered (level 1-2 GB/4 SO) upwards.



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

**SIX MONTH TERM CONTRACT FOR
GENERAL PLUMBING SERVICES FOR
NDPW: DEPARTMENT OF LABOUR LABORIA
HOUSE BUILDING,PRETORIA**

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

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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 Act 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	OHS REFERENCE	REQUIREMENT
CEO Assignee	Section 16 (2)	A competent person to assume the overall H&S responsibility – Principal Contractor’s Responsible Person.
Construction Work supervisor	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/cherry 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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**APPOINTMENT OF A CONTRACTOR FOR PLUMBING MAINTENANCE .
6 MONTHS TERM CONTRACT FOR PLUMBING MAINTENANCE FOR NDPW&I :**

Item	Description	Unit	Quantity	Rate	Amount
575	Washer kit complete for standard toilet flushvalve	No			
576	15mm High pressure float valve with 32mm shank	No			
577	20mm High pressure float valve 32mm shank	No			
	Flush valve with mainbody unit with flanged backnut and capnut, chromium plated float arm with small plastic float, including all rubber washers and handle with complete assemble	No			
579	Piston for junior toilet flushvalve	No			
580	Piston for standard toilet flushvalve	No			
581	Plunger assembly for standard toilet flushvalve	No			
582	Pushbutton assembly for exposed junior toilet flushvalve	No			
583	22mm Diameter x 230mm chromium plated for junior urinal flushvalve	No			
	25,4mm Diameter x 540mm x 140mm chromium plated toilet for junior urinal flushvalve	No			
585	20mm Chromium plated back entry toilet flushvalve with integral vacuum breaker, butterfly valve and wallplate	No			
586	20mm Chromium plated back entry economy model toilet flushvalve with integral vacuum breaker, butterfly valve (without wallplate)	No			
587	20mm Chromium plated back entry concealed model toilet flushvalve with integral vacuum breaker, butterfly valve and pushbutton assembly	No			
588	20mm Chromium plated exposed type urinal flushvalve with integrated ballstop and wallplate	No			
589	32mm Chromium plated front access low pressure concealed toilet flushvalve with integral non-hold-open vacuum breaker and shut-off valves	No			
	Service taps, flushing valves, etc				
	Total carried to summary of Section 2.2				

**APPOINTMENT OF A CONTRACTOR FOR PLUMBING MAINTENANCE .
6 MONTHS TERM CONTRACT FOR PLUMBING MAINTENACE FOR NDPW&I :**

Item	Description	Unit	Quantity	Rate	Amount
590	Replace washer to 15mm bibtap or pillartap	No			
591	Replace washer to 20mm bibtap or pillartap	No			
592	Replace basin mixer cartridge	No			
593	Replace jumper to 15mm pillartap or bibtap	No			
594	Replace jumper to 20mm pillartap or bibtap	No			
595	15mm Angle flow regulating valve	No			
596	15mm Bibtap	No			
597	20mm Bibtap	No			
598	15mm Pillartap	No			
599	20mm Pillartap	No			
600	15mm Elbow action pillartap	No			
601	15mm Elbow action basin mixer	No			
602	15mm Lever action basin mixer	No			
603	15mm Lever action sink mixer	No			
604	15mm Twin control sink mixer	No			
605	15mm Chromium plated metering pillartap with flow controller and adjustable cycle time	No			
606	15mm Chromium plated metering bibtap with flow controller and adjustable cycle time	No			
607	Refix loose basin pillartap to basin	No			
	Total carried to summary of Section 2.2				

**APPOINTMENT OF A CONTRACTOR FOR PLUMBING MAINTENACE .
6 MONTHS TERM CONTRACT FOR PLUMBING MAINTENACE FOR NDPW&I :**

Item	Description	Unit	Quantity	Rate	Amount
608	Refix loose basin mixer to basin	No			
609	Refix loose sink pillartap to basin	No			
610	Refix high level cistem flushpipe	No			
611	20/25mm Thermostatic mixing valves	No			
	The following valves must be cleaned and serviced every four months				
612	100mm Gate valve/wheel valve	No			
613	150mm Gate valve/wheel valve	No			
614	200mm Gate valve/wheel valve	No			
615	250mm Gate valve/wheel valve	No			
616	300mm Gate valve/wheel valve	No			
	WASTE FITTINGS, ETC				
	Replace waste fittings, etc				
617	Chromium plated basin waste complete with, plug, chain & stay	No			
618	Chromium plated anti-theft plug with spindle	No			
619	Chromium plated heavy sink waste with long shank complete with backnut & plug	No			
620	Chromium plated bath waste complete with backnut, plug and chain	No			
621	Chromium plated bath overflow with plain tail	No			
	Total carried to summary of Section 2.2				

**APPOINTMENT OF A CONTRACTOR FOR PLUMBING MAINTENACE .
6 MONTHS TERM CONTRACT FOR PLUMBING MAINTENACE FOR NDPW&I :**

Item	Description	Unit	Quantity	Rate	Amount
622	38mm Deep seal shower P-trap	No			
623	38mm Shallow seal bath P-trap with cleaning screw each side	No			
	TRAPS, ETC				
	Replace traps, etc				
624	40mm Butyl rubber P- or S-trap	No			
625	40mm Butyl rubber combination trap	No			
626	40mm Bath trap with overflow	No			
627	40mm Chromium plated bottle trap	No			
628	40mm Brass shower trap	No			
629	40mm Acid resistance P-trap	No			
630	Chromium plated grating to shower trap	No			
631	Chromium plated grating to bowl urinal	No			
632	Brass grating to shower trap	No			
	GEYSERS ETC				
	Replace geyser, etc				
633	Disconnect and drain existing geyser	No			
634	Allowance to connect new piping into existing geyser	No			
	Total carried to summary of Section 2.2				R 0,00

**APPOINTMENT OF A CONTRACTOR FOR PLUMBING MAINTENANCE .
6 MONTHS TERM CONTRACT FOR PLUMBING MAINTENANCE FOR NDPW&I :**

Item	Description	Unit	Quantity	Rate	Amount
635	Fit geyser complete	No			
636	Disconnect, drain and move existing geyser	No			
637	Fit masterbox only	No			
638	Fit valve only	No			
639	Replace 100 litre high pressure geyser with valve and overflow	No			
640	Replace 150 litre high pressure geyser with valve and overflow	No			
641	Replace 200 litre high pressure geyser, with valve and overflow	No			
642	Replace thermostat to domestic geyser	No			
643	Replace 1,5 kW geyser element	No			
644	Replace 2 kW geyser element	No			
645	Replace 3 kW geyser element	No			
646	Replace 4 kW geyser element	No			
	SERVICING DRAINS AND SEWERS				
	Clean and clear existing pipes, etc and leave in perfect order				
647	Clean & clear blocked wash hand basin, bath, shower or urinal with approved drain cleaner	No			
648	Clean and clear bottle trap	No			
649	Clean and clear butyl rubber P or S-trap	No			
	Total carried to summary of Section 2.2				

**APPOINTMENT OF A CONTRACTOR FOR PLUMBING MAINTENANCE .
6 MONTHS TERM CONTRACT FOR PLUMBING MAINTENANCE FOR NDPW&I :**

Item	Description	Unit	Quantity	Rate	Amount
650	Clean and clear blocked wash hand basin, bath, shower or urinal	No			
651	Clean and clear blocked WC pan	No			
652	Clean and clear blocked grease trap and strainer	No			
653	Clean blocked gulley	No			
654	Clean blocked waste pipes	No			
655	Clean blocked 150mm diameter stormwater pipe	m			
656	Clean blocked 300mm diameter stormwater pipe	m			
657	Clean blocked 450mm diameter stormwater pipe	m			
658	Clean blocked 525mm diameter stormwater pipe	m			
659	Clean blocked 600mm diameter stormwater pipe	m			
660	Clean blocked 675mm diameter stormwater pipe	m			
661	Clean blocked 1050mm diameter stormwater pipe	m			
662	Clear out blockage in sewer system on houses	No			
663	Clear out blockage in sewer system other than houses	No			
664	Clear out blockage in sewer with a distance of not exceeding 50m between inspection chamber/rodding eyes	M			
	Clear out blockage in sewer with a distance of exceeding 50m and not exceeding 100m between inspection chamber/rodding eyes	m			
666	Clear out blockage in sewer with a distance of exceeding 100m and not exceeding 150m between inspection chamber/rodding	No			
Total carried to summary of Section 2.2					

**APPOINTMENT OF A CONTRACTOR FOR PLUMBING MAINTENANCE .
6 MONTHS TERM CONTRACT FOR PLUMBING MAINTENANCE FOR NDPW&I :**

Item	Description	Unit	Quantity	Rate	Amount
668	Clear out blockage in sewer with a distance of exceeding 100m and not exceeding 150m between inspection chamber/rodding eyes	No			
669	Clear out blockage in sewer with a distance of exceeding 150m and not exceeding 200m between inspection chamber/rodding eyes	No			
670	Clear out blockage in sewer with a distance of exceeding 200m between inspection chamber/rodding eyes	No			
671	Clear out blockage in sewer stack in concealed high rise building	No			
672	Clear out blockage in sewer system on house with a high pressure cleaning system	No			
	Clear out blockage in sewer system other than houses with a high pressure cleaning system				
674	Clear out blockage in sewer system with a distance of not exceeding 50m between inspection chamber/rodding eyes with a high pressure cleaning system				
675	Clear out blockage in sewer with a distance of exceeding 50m and not exceeding 100m between inspection chamber/rodding eyes with a high pressure cleaning system				
676	Clear out blockage in sewer with a distance of exceeding 100m and not exceeding 150m between inspection chamber/rodding eyes with a high pressure cleaning system				
677	Clear out blockage in sewer with a distance of exceeding 150m and not exceeding 200m between inspection chamber/rodding eyes with a high pressure cleaning system				
	Pump sewerage into tank lorry with a capacity of 5000 liters & transfer into another authorized drain				
681	Pump water from lift shafts				
682	Clear blocked outlet to bottom of lift shaft				
	Total carried to summary of Section 2.2				

**APPOINTMENT OF A CONTRACTOR FOR PLUMBING MAINTENANCE .
6 MONTHS TERM CONTRACT FOR PLUMBING MAINTENANCE FOR NDPW&I :**

Item	Description	Unit	Quantity	Rate	Amount
683	Locate and identify blockage in sewer with camera in lengths not exceeding 50m between inspection chamber/rodding eyes				
	Supply and fit inspection eyes and manholes				
684	Supply and fit inspection eye	No			
685	Supply and fit rodding eye	No			
686	Supply and fit I.E junction	No			
	Supply and fit gully				
687	Supply and fit gully 110mm	No			
	Build manholes and drains				
688	Supply and build manhole complete	No			
689	Cut into the existing drains	m			
	Repairs to septic tanks and French drains and Toilet Pan				
690	Emptying of septic tank (per 5000l)	m ³			
691	Pour dissolving bio-chemical into fat/grease traps/tanks to dissolve sludge	l			
692	Unblock outlets to French drain	No			
693	Repair and cleaning of French drain	No			
694	Replace french drain	m			
695	Replace Septic Tank (5000 l)	no			
696	Emptying of Grease/fat Trap (5000 litre per load)	no			
697	Toilet connection complete 110mm	No			
	Total carried to Summary of Section 2.2				

APPOINTMENT OF A CONTRACTOR FOR PLUMBING MAINTENACE .
6 MONTHS TERM CONTRACT FOR PLUMBING MAINTENACE FOR NDPW&I :
SUMMARY

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CARRIED TO FINAL SUMMARY		

SECTION 3

**APPOINTMENT OF A CONTRACTOR FOR PLUMBING MAINTENANCE .
6 MONTHS TERM CONTRACT FOR PLUMBING MAINTENACE FOR NDPW&I :**

NON-SCHEDULED RATES FOR LABOUR AND MATERIAL

					R	c
	The rates for labour will be deemed to be an all-inclusive rate (i.e. inclusive of statutory minimum labour rates, bonuses, pension fund contributions, medical fund contributions, UIF etc)					
	Normal working hours					
1	Skilled artisan (Technician)	Hour				
2	General worker	Hour				
	Overtime, Sunday and Public Holidays					
4	Skilled artisan (Technician)	Hour				
6	General worker	Hour				
	Non- scheduled materials (must be market related and suppliers will be subjected to verification)					
7	Transport cost	Km				
	TOTAL FOR SECTION 3 CARRIED TO FINAL SUMMARY					

**APPOINTMENT OF A CONTRACTOR FOR PLUMBING MAINTENANCE .
6 MONTHS TERM CONTRACT FOR PLUMBING MAINTENANCE FOR NDPW&I :PRETORIA**

FINAL SUMMARY

SECTION	AMOUNT
1 -Building	
2Plumbing	
3 Rates for Unscheduled Work	
Sub-Total	
Value Added Tax @14%	
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**

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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PA-10: General Conditions of Contract (GCC)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

PA-10: General Conditions of Contract (GCC)

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

2. Application

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

3. General

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

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

PA-10: General Conditions of Contract (GCC)

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 fulfilment 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

PA-10: General Conditions of Contract (GCC)

- 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:



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

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

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

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

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

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

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

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

23.7 If a 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.

PA-10: General Conditions of Contract (GCC)

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

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 / Pearsal Number

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

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (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).	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	If so, furnish particulars:		



5.3	Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? 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:

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

ENTERPRISE STAMP



PA-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 (Mandatory)	10	<ul style="list-style-type: none"> • ID Copy • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • CSD Report • 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	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement
3.	An EME or QSE which is at least 51% owned by women (Mandatory)	4	<ul style="list-style-type: none"> • ID Copy • CSD Report • 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 (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Medical Certificate • South African Social Security Agency (SASSA) registration • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) • CSD Report • CIPC (company registration)
5.	An EME or QSE which is at least 51% owned by youth. (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy • CSD Report • 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) (Mandatory)	10	<ul style="list-style-type: none"> • ID Copy • SANAS Accredited BBBEE Certificate or sworn affidavit where applicable • CSD Report • 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	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Office Municipal Rates Statement • Permission To Occupy from local chief in case of rural areas (PTO) • Lease Agreement
3.	An EME or QSE or any entity which is at least 51% owned by women (Mandatory)	4	<ul style="list-style-type: none"> • ID Copy • CSD Report • CIPC (company registration)
4.	An EME or QSE or any entity which is at least 51% owned by people with disability (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy (Mandatory) • Medical Certificate

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 • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA) • CSD Report • CIPC (company registration)
5.	An EME or QSE or any entity which is at least 51% owned by youth . (Mandatory)	2	<ul style="list-style-type: none"> • ID Copy • CSD Report • 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) (Mandatory)	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 • 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> <p>(Mandatory)</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> <p>(Mandatory)</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>(Mandatory)</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 • CSD Report • 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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

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.* (Note: 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.

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

Name of Tenderer EME¹ QSE² Non EME/QSE (tick applicable box)

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: _____

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature
	Date