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SPECIAL CONDITIONS / MANDATORY BID CONDITIONS

1. The forms in the Table of Contents and on the PA-03 (EC): Notice and Invitation for Quotation should be properly completed and signed and returned on or before the due date and time.
2. **NB:** PA11: Bidder's Disclosure should be properly/duly completed, dated and signed. Bidders or any of its directors/trustees/shareholders / members/partners or any person having a controlling interest in the enterprise must disclose any interest in any other related enterprise, whether they are bidding for this contract.
3. DPW-07 (EC): Form of offer and acceptance must be completed in full and signed or the quote will be deemed as non-responsive and will not be evaluated further.
4. No late, incomplete or quotations with correctional fluid will be accepted.
5. Deposit your Quotation into the Quotation box on the Ground floor, Customs House, Lower Heerengracht, Cape Town.
6. Quotations are valid for 84 days.
7. The bidder must make provision for exchanges and or changes in sizes where applicable at no additional cost to the Department.



8. Failure to comply with product specifications and inability to meet delivery times will render the purchase order cancelled. If the bidder is a VAT vendor /registered, the bidder is required to explicitly state the VAT amount.
9. Bidders must include VAT at 15% in their bid offers if VAT Vendor.
10. Resolution to sign/resolution of signatures is mandatory in the event where a delegation to sign the bid document to someone other than a director or member, or shareholder, and the signature of the delegated person must be appended in the signed resolution letter (where applicable).
11. If one or more bidders are equal in all respects, the award will be decided by drawing of lots.
12. Bidders must ensure that the bill of quantities is duly completed; failure to complete duly will result in elimination.

OTHER BID CONDITIONS

1. The Department reserves the right to negotiate the offer where it is found not to be market related.
2. All goods supplied must be approved by the South African Bureau of Standards (SABS) if applicable.
3. The Department reserves the right to request any additional information and/or samples of items quoted before mass production is undertaken at no cost to the Department if applicable.
4. Bidders should have an office/branch in the Western Cape
5. Bidders must be registered on the CSD, and tax matters should remain compliant throughout the procurement process.
6. Due to a high volume of quotations received, it is advisable to hand-deliver your quotation to ensure receipt thereof.
7. Technical enquiries must be directed to the Project Leader as indicated on the PA-03 (EC).
8. The Department will contract the successful bidder with an official order.
9. No work may commence without an official Departmental order.

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES QUOTATIONS FOR:

| | |
|-----------------------|--|
| Project title: | Saldanha Bay Military Base: 3 months Site Supervision and Operations at the Wastewater Treatment Plant |
|-----------------------|--|

| | | | |
|--------------------------|------------|-------------------------|------------------|
| Quotation no: | 500H/067 | Reference no: | |
| Advertising date: | 01.04.2026 | Closing date: | 08.04.2026 |
| Closing time: | 11:00 am | Validity period: | 84 Calendar days |

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **select tender value range select class of construction works** or higher, or **select tender value range select class of construction works*** or higher.

**Select tender value range and select class of construction works" or select "Not applicable" where only one class of construction works is applicable.*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **Not applicable Not applicable PE** or higher, or **Not applicable Not applicable PE*** or higher.

**Select tender value range and select class of construction works" or select "Not applicable" where no or only one class of construction works is applicable.*

2. FUNCTIONALITY CRITERIA APPLICABLE YES NO

Note 1: Failure to meet minimum functionality score will result in the tenderer being disqualified.

| Functionality criteria ¹ : | Weighting factor: |
|---------------------------------------|-------------------|
| | |
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| | |
| | |
| | |
| Total | 100 Points |

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

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

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

3.1. 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 in table 1 below are applicable.

Table 1

| Serial No | Specific Goals | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim |
|-----------|---|---------------------------------------|--|
| 1. | An EME or QSE which is at least 51% owned by black people (Mandatory) | 10 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 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"> Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. |
| 3. | An EME or QSE which is at least 51% owned by black women (Mandatory) | 4 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 4. | An EME or QSE which is at least 51% owned by black people with disability (Mandatory) | 2 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> National Council for Persons with Physical Disability in South Africa registration (NCPDPSA). |
| 5. | An EME or QSE which is at least 51% owned by black youth (Mandatory) | 2 | <ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |

9 JANUARY 2004).

4. RESPONSIVENESS CRITERIA

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

| | | |
|----|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders. |
| 2 | <input checked="" type="checkbox"/> | Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender). |
| 3 | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited. |
| 4 | <input checked="" type="checkbox"/> | Submission of a signed bid offer as per the DPW-07 (EC). |
| 5 | <input checked="" type="checkbox"/> | Submission of DPW-09 (EC): Particulars of Tenderer's Projects. |
| 6 | <input type="checkbox"/> | Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any. |
| 7 | <input type="checkbox"/> | Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register. insert motivation why the tender clarification meeting is declared compulsory |
| 8 | <input checked="" type="checkbox"/> | The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender. |
| 9 | <input type="checkbox"/> | The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender. |
| 10 | <input checked="" type="checkbox"/> | Submission of duly completed DPW-07 EC. Grand total on pricing schedule to be carried over to the DPW-07 EC. Failure to do so will result to the quotation being disqualified. Pricing schedule must be duly completed. |
| 11 | <input checked="" type="checkbox"/> | The bidder must submit the following certificate of staff: A valid certified class 5 overall plant supervisor A valid certified class 3 process controller A valid certified class 2 process controller |
| 12 | <input type="checkbox"/> | |
| 13 | <input type="checkbox"/> | Specify other responsiveness criteria |
| 14 | <input type="checkbox"/> | Specify other responsiveness criteria |
| 15 | <input type="checkbox"/> | Specify other responsiveness criteria |

4.2. Indicate administrative responsiveness requirements applicable for this tender.

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

| | | |
|----|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's. |
| 2 | <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| 3 | <input checked="" type="checkbox"/> | All parts of tender documents submitted must be fully completed in ink and signed where required. |
| 4 | <input checked="" type="checkbox"/> | Submission of (PA-11): Bidder's disclosure |
| 5 | <input checked="" type="checkbox"/> | Submission of PA-16.1 (EC): Ownership Particulars |
| 6 | <input type="checkbox"/> | Submission of documentation relating to risk assessment criteria as contained in C 2.1 of DPW-03 Tender Data. |
| 7 | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups. |
| 8 | <input checked="" type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any |
| 9 | <input checked="" type="checkbox"/> | Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed. |
| 10 | <input type="checkbox"/> | The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request. |
| 11 | <input checked="" type="checkbox"/> | Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes. |
| 12 | <input type="checkbox"/> | Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance. |
| 13 | <input checked="" type="checkbox"/> | Due to the Specialised Nature of these services only Service Providers in the Water Treatment Industry (water care) shall be considered. Submission of the Company Profile is required and be submitted. |
| 14 | <input checked="" type="checkbox"/> | Bidders must comply with DPW 21 (PSB): Record of addenda to tender documents, if any |
| 15 | <input type="checkbox"/> | Specify other responsiveness criteria |
| 16 | <input type="checkbox"/> | Specify other responsiveness criteria |
| 17 | <input type="checkbox"/> | Specify other responsiveness criteria |
| 18 | <input type="checkbox"/> | Specify other responsiveness criteria |

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

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

5. THE FOLLOWING EVALUATION METHOD FOR RESPONSIVE BIDS WILL BE APPLICABLE:

| | |
|---|---|
| <input type="checkbox"/> Method 1 (Financial offer) | <input checked="" type="checkbox"/> Method 2 (Financial and Preference offer) |
|---|---|

5.1. This bid will be evaluated according to the 80/20 Preference points scoring system:

6. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

6.1 Technical risks:

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

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

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

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

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer.

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

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

6.2 Commercial risks:

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

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

7. COLLECTION OF QUOTATION DOCUMENTS

Quotation documents are available for collection during working hours

Alternatively; quotation documents may be collected during working hours at the following address
Customs House Building, Lower Heerengracht, Foreshore, Cape Town, 8000 . A non-refundable bid deposit of **R insert amount** payable (cash only) on collection of the bid documents.

8. SITE INSPECTION MEETING

Compulsory briefing session will be held in respect of this quotation.

The particulars for compulsory briefing session or virtual briefing session are:

| | | | |
|-----------------------|-----|----------------|-----|
| Venue: | N/A | | |
| Virtual meeting Link: | N/A | | |
| Date: | N/A | Starting time: | N/A |

9. ENQUIRIES

9.1. Technical enquiries may be addressed to:

| | | | |
|-----------------------------|---|----------------------|--------------|
| DPWI Project Manager | Avelino Rocha | Telephone no: | 021 402 2283 |
| Cellular phone no | 082 631 7790 | Fax no: | |
| E-mail | avelino.rocha@dpw.gov.za or alternatively rameez.majal@dpw.gov.za | | |

9.2. SCM enquiries may be addressed to:

| | | | |
|--------------------------|----------------------------|----------------------|--------------|
| SCM Official | Sibongile Dyani | Telephone no: | 021 402 2096 |
| Cellular phone no | | Fax no: | |
| E-mail | sibongile.dyani@dpw.gov.za | | |

10. DEPOSIT / RETURN OF QUOTATION DOCUMENTS

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

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

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

| | | |
|---|------------------|--|
| <p>Tender documents may be posted to:</p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X insert bag no insert town insert postal code</p> <p>Attention: Procurement section: Room insert room no</p> | <p>OR</p> | <p>Deposited in the tender box at:</p> <p>Customs House Ground Floor Quotation Box cnr of Heerengracht and Adderley Streets Foreshore Cape Town</p> <p>National Department of Public Works and Infrastructure</p> |
|---|------------------|--|

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

| | | | |
|-------------------------------|---|----------------------|--|
| Project title: | <i>Saldanha Bay Military Base: 3 months Site Supervision and Operations at the Wastewater Treatment Plant</i> | | |
| Tender / Quotation no: | 500H067 | Reference no: | |

OFFER

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

3 months Site Supervision and Operations of the Water and Wastewater Treatment Plant

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

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

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

Rand (in figures) R

Rand (in words).....

.....

.....

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

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

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

Company or Close Corporation:

.....

.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number:.....

OR

Natural Person or Partnership:

.....

.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

..

CSD supplier number:.....

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

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

For Internal & External Use

Tender / Quotation no: 500H067

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

SIGNED FOR THE TENDERER:

| | | |
|------------------------|-----------|------|
| | | |
| Name of representative | Signature | Date |

WITNESSED BY:

| | | |
|-----------------|-----------|------|
| | | |
| Name of witness | Signature | Date |

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

- The official documents
- The official alternative
- Own alternative (only if documentation makes provision therefore)

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes No
 - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes No
 - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes No
 - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No
 - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No

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

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

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

Tender / Quotation no: 500H067

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

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

For the Employer:

| | | |
|-------------------|-----------|------|
| | | |
| Name of signatory | Signature | Date |

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

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

Tender / Quotation no: 500H067

| | |
|---------------------------------|---|
| Name of Organisation: | Department of Public Works and Infrastructure |
| Address of Organisation: | |

WITNESSED BY:

| | | |
|-----------------|-----------|------|
| | | |
| Name of witness | Signature | Date |

Schedule of Deviations

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

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

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

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

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



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

SCOPE OF WORKS: SALDANHA BAY NAVAL MILITARY BASE OPERATIONS OF WASTEWATER TREATMENT PLANT

ISSUED BY:

OFFICE OF REGIONAL MANAGER
DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X 9027
CAPE TOWN
8000

OCTOBER 2024



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

| | | | |
|-----------------------|---|----------------------|--|
| Project title: | SALDANHA BAY NAVAL MILITARY BASE 3 MONTHS OPERATIONS OF WASTEWATER TREATMENT PLANT | | |
| Tender no: | | Reference no: | |

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C3.1. PROJECT DESCRIPTION

| | |
|---------------------------------|--|
| DESCRIPTION OF SERVICES: | Operations and Maintenance of the Wastewater and Water Treatment Plant at Saldanha Bay Naval Military Base |
| DEPARTMENT: | Department of Defence |
| PLACE/ AREA: | Saldanha Bay, Saldanha Bay Municipality, West Coast District |
| NUMBER OF PLANTS: | 1 |

C3.2. BROAD DESCRIPTION OF THE SERVICE

Provide operations and maintenance to the **waste water treatment works** commencing with 4x pump stations pumping to the waste water inlet works with preliminary treatment / pre-treatment (screening and grit removal), primary treatment, primary settling tank, then the secondary bio filters and clarifiers. After that is tertiary treatment, (chlorination and maturation dams) for the discharge to the irrigation dams. In addition, cleaning of facilities, mowing of lawns and cutting of grass within one (1) metre of the perimeter fence and carting away of garbage and vegetation.

Provide basic preventative maintenance on all equipment and on the waste water and water treatment plants.

C3.3. SCOPE OF WORKS: CATEGORIES

The scope of works (SOW) for this operation and maintenance, is divided into the following categories:

S01: Operation of water treatment works

S02: Operation of wastewater treatment works and Green Drop and Blue Drop Requirements Chemicals

S03: Unscheduled maintenance

- General House Keeping
- Personal Protective Equipment
- Health and Safety

S01. OPERATION OF WATER TREATMENT WORKS

The water treatment works consists of screening and straining, abstraction of water, raw water storage, treatment process (chemical addition)

WATER TREATMENT WORKS

1.3.1. Chemical: Daily Operational Testing

- **Equipment:** provision of equipment to sample, analyse raw water at the plant to test the turbidity of the water (sampling bottle, turbidity meter, and jar-test).
- **Test results:** Operational testing results must be logged and analysed daily and the information must be forwarded to the Department Water Care Section by means of log sheets on a monthly basis. (by the 10th of the following). Remedial action is required when the sample does not comply.

1.3.2. **Sedimentation, clarification and sludge removal**

- **Sludge removal:** at the (settlers) sedimentation and clarification process, on needs basis. Remove sludge and dispose of in an environmentally friendly way.
- The majority of solids must be removed before filtration.

1.3.3. **Filtration**

- Routine daily inspections are required including removal of debris which may collect on the filters.
- Backing washing of Filters as per operational manual or when required.

1.3.4. **Soda Ash**

Soda ash application: Dosing rates should be done to optimise the purification process. coagulants can increase the pH of water to be more acidic. Testing of water for pH after filtration, prior to disinfection on a daily basis is important.

1.3.5. **Disinfection: Sodium Hypochlorite**

Chlorination: Chlorine levels must be monitored daily (once per shift) in the treated water to ensure compliance. Excess dosing that can cause taste and odour problems at the point of consumption must be avoided.

1.3.6. **Storage of potable water**

Sufficient capacity: the service provider must ensure sufficient capacity of water is available throughout the day.

S02.1. OPERATION OF WASTEWATER TREATMENT WORKS

2.1.1. Duties in the operation of the works

The service provider shall ensure that all the duties in the operation of the works and related systems are fulfilled as per Operations Manual. The service provider shall interact with the Department's Project Manager (or appointed Departmental Representative), to receive any additional guidance or coordination necessary to ensure these tasks are performed in a manner consistent with the Department needs and that of the plant.

2.1.2. Direct supervision of employees

A service provider shall provide labour in the form of operators, process controllers and general workers. The Service Prover shall be responsible for direct supervision of his employees and subcontractors. The service provider shall however coordinate with the Department's authorised personnel; for the purpose of scheduling work activities and other WWTW Operations-related items – **on a needs basis**.

2.1.3. Shift documentation

Document each shift by completing the necessary paperwork – **Per Shift**

2.1.4. Laboratory tests

Perform laboratory tests such as chlorine levels, pH and conductivity, analyses results and take the necessary action when required – **Daily**

2.1.5. Laboratory records

Maintains lab records, equipment, orders supplies. Prepares and files daily tests result reports. Reports should be submitted on a monthly basis to the Department Water Care Section by the 10th of the following monthly – **Continuous**

2.1.6. Cleaning humus tanks and clarifiers

- Cleaning and maintaining humus tanks and clarifiers. All scum and solids must be removed from the surface of the Clarifier and disposed of in a proper manner – **Daily**
- Blockages: Check, inspect, report and unblock any blockage that occurs – **As and when required**

2.1.7. Sewage lines

Inspect and maintain outlying pump station to ensure standards of operation - **Daily**

2.1.8. Sludge management

Determine when and how much sludge to waste. Sludge age must be maintained – **Daily**

2.1.9. Ground maintenance

Performs ground maintenance – **As and when is required**

2.1.10. Chemical quality levels and lime

- Chemicals to be added include chlorine / HTH tablets.
- Lime to be added to sludge and screens.

2.1.11. Analyse test results and Data Interpretation

Interpret the test results and other data to determine treatment plans and operations – **As required**

2.1.12. Non-compliance notifications

Responsible for non-compliance notifications – **As required**

2.1.13. Attend audits and inspections

Should attend all audits and inspections requested by Department of Water and Sanitation – **As required**

2.1.14. Performance of measurement devices

Responsible for the proper performance of flow measurement devices - **Daily**

S02.2. GREEN DROP REQUIREMENTS

2.2.1 Maintenance and repairs logbooks

Keep maintenance and repairs logbook with all updated entries – **Continuous**

2.2.2 Operational logbook

Keep operational logbook with daily entries to date – **Continuous**

2.2.3 Process monitoring equipment

Ensure process monitoring equipment is functional and recorded in logbook – **Continuous**

2.2.4 Process flow diagrams

Ensure drawing or Process Flow Diagram is displayed – **Continuous**

2.2.5 Process flow diagrams

Ensure incident management procedures are available and Contact List displayed – **Continuous**

2.2.6 Electricity meter

Ensure the electricity meter is working and electricity use by plant is recorded – **Daily**

2.2.7 Garden and terrain tidiness

Ensure good state and tidiness of the garden and terrain – **Continuous**

2.2.8 Support facilities

Keep good state and tidiness of the workers' bathroom, lockers and lunch facility – **Daily**

2.2.9 Full operation

Ensure the process full operation as per S02.1.

2.2.10 Daily disinfection

Disinfection is taking place – **daily**

2.2.11 Sludge management

- Sludge on the beds is level (raked) and free of weeds – **Continuous**
- Dried sludge is stored and disposed safely – **As required**

2.2.12 Walls on drying beds

Walls of the drying beds are intact and not serious cracks (keep record) – **Continuous**

2.2.13 Sand management

Sand is replaced as dried sludge is removed and a schedule is in place – **As required**

2.2.14 Draining system

The draining system, pipes and valves are working – **Continuous**

2.2.15 Monitoring schedule

A monitoring schedule is in place to record: Total Solids, drying time per bed, thickness of sludge layer added, date of application, climate records (rainfall, temp) and malfunctions (where possible) - **Continuous**

S03.1. UNSCHEDULED MAINTENANCE

The various waste water treatment technologies used at the DPW&I Facilities are as follows:

- Activated Sludge
- Conventional Plant (Bio Filters)
- Anaerobic Ponds (Oxidation and Maturation Dams)
- Reed Bed System

3.1.1. Manhole benching

Check, inspect and repair manhole benching – **As and when required**

S03.2. PUMPING EQUIPMENT

3.2.1 Water Treatment Works & Wastewater Treatment Works

- 3.2.1.1 Check oil level and presence of water in oil - **After first 20 running hours, and as and when is required**
- 3.2.1.2 Refresh grease in main bearing - **Every 10 000 running hours**
- 3.2.1.3 Check cable entry into pump for leakage – **Beginning of the contract**

S03.4. GENERAL HOUSEKEEPING

3.4.1. Water Treatment Works & Wastewater Treatment Works

- 3.4.1.1. Irrigate lawns and gardens – **when necessary**
- 3.4.1.2. Cut lawns and trim edges – **monthly (grass not be exceed 5 cm in length)**
- 3.4.1.3. Maintain 1 metre strip free of vegetation either side of perimeter fences – **Ongoing**
- 3.4.1.4. Maintain garden beds weed free – **Ongoing**
- 3.4.1.5. Rake gravel areas and keep weed free – **Weekly**
- 3.4.1.6. Sweep floors inside buildings – **Daily**
- 3.4.1.7. Clean windows – **Weekly**
- 3.4.1.8. Sweep outside walkways – **Weekly**
- 3.4.1.9. Dust down inside walls etc. – **Weekly**

3.4.1.10. Maintain area litter free – **Daily**

3.4.1.11. Maintenance of equipment required in terms of OHS Act e.g. fire extinguishers, safety clothing, first aid box etc. – **Ongoing**

C3.4. PERSONAL PROTECTIVE EQUIPMENT (PPE)

Obligation to provide PPE

Service Providers are under obligation to provide their workers with appropriate PPE needed to keep them safe while performing cleaning and disinfection duties.

MACHINERY, EQUIPMENT AND CONSUMABLES

Cleaning machinery, equipment and storage

The Service Provider must provide all the commercial mechanical and electrical equipment necessary for the operations of the facilities. Energy saving machinery and specialist equipment with a low operating noise (less than 85 decibels) appropriate for the O&M must be provided such as:

- i. Commercial brush cutters
- ii. Commercial lawn mowers
- iii. Commercial vacuum cleaners and blowers for plant room maintenance and personnel facilities
- iv. Brooms, hosepipes, dust pans, dusters and cloths.
 - The operator of the machinery must be a trained person in compliance with the General Machinery Regulations, 1988 issued in terms of the Occupational Health and Safety Act, 1993.
 - The Department can, where possible, provide a space for the storage of equipment free of charge. Where there is no space for storage the Service Provider must remove the equipment from site on a daily basis. The Department has the right to inspect at any time the provided space and at upon discretion cancel the arrangement.

C3.5. SLUDGE DISPOSAL

C3.8.1 Sludge disposal

All treated sludge must be removed as per Operations Manual.

C3.6. INSURANCE

The Service Provider shall provide comprehensive insurance and maintain during the entire period of this contract (regardless of the duration of the contract, whether once-off, medium or long-term) as follows:

C3.9.1 General liability insurance

Operations and application hazard, collapse hazard, products, completed operations, contractual, independent contractors, broad form property damage and personal injury.

C3.9.2 Damage to electronic equipment and furniture, theft of materials and equipment

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

C3.9.3 Government of RSA as additional insured

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

C3.7. EXEMPTION FROM LIABILITY

The Service Provider agrees that the Government shall be exempted from liability and not be responsible for personal injuries or for damages to:

- i. any property of the Contractor,
- ii. its employees,
- iii. agents, or
- iv. any other person

, arising from an incident / negligence or any other kind of loss as a result of intended or unintended actions of the Service Provider in performance of this contract.

C3.8. FAMILIARISATION WITH THE PROJECT SITE

It is important that Service Providers familiarise themselves with the site prior to submitting a final quotation offer and make provision for all material, equipment use / hire, overhead costs, transport costs, Labour costs (including statutory requirements as per the Basic Conditions of Employment Act, 1997 (No. 75 of 1997)), Occupational Health Safety costs and profit; in relation to the size and requirements per each facility / site.

C3.9. AN OFFICIAL ORDER FOR APPOINTMENT OF SERVICES

- An official order for the operations and maintenance of the treatment works on acceptance of the Service Provider's offer, will be issued to the Service Provider by the Departmental Representative.
- The Service Provider shall not proceed with any work without the official order form. Payments can be delayed if order numbers do not appear on invoices submitted by the Service Provider for payment.
- Fraudsters are targeting Service Providers. The Department of Public Works and Infrastructure warns ALL service providers about a scam, wherein unscrupulous people use the name of the Minister, Deputy Minister, Director-General and other officials of the department to invite service providers to deliver large amounts of goods to various departmental buildings. If there is a suspicion of fraud, the Service Provider must contact the National Anti-Corruption Hotline on **0800 701 701** or contact the Head of Supply Chain Management from which the tender has been advertised.

- **PARTICULAR SPECIFICATIONS OF THIS CONTRACT**

- **BID PRICE**

The total bid price for this service must include all labour and material required for the proper execution of the work and shall be carried to the **Form of Offer** which must be returned together with this document. The use and variable costs of the Service Providers' own equipment should be built into a task. For instance, a rate for cutting of grass / mowing of lawn should include costs for fuel, equipment use and labour. In most operations work, labour costs will be sunk costs of permanently employed personnel.

- **HEALTH AND SAFETY FILE**

NOTE that a successful bidder will be required to sign the service level agreement and keep a Health and Safety file which must easily be accessible for inspection and be handed over to the Department on request.

- **SECURITY CLEARANCE**

The successful bidder including his employees might be required to undergo a security clearance before acceptance or anytime during the operation of the contract.



FACILITIES MANAGEMENT

CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

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1. DEFINITIONS

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



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

2. INTERPRETATION

- 2.1. In this Contract, except where the context otherwise requires:
 - 2.1.1 The masculine includes the feminine and the neuter, vice versa;
 - 2.1.2 The singular includes the plural; and vice versa
 - 2.1.3 Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.
- 2.2. The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.
- 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.
- 2.4. The various parts of the Contract are severable and may be interpreted as such.
- 2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.
- 2.6. If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.

3. DURATION

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

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

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

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

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



6. SERVICE MANAGER

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

7. SECURITY

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

8. SECURITY CLEARANCE

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

9. CONFIDENTIALITY

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



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

10. **AMBIGUITY IN DOCUMENTS**

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

11. **INSURANCES**

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

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

- 12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).
- 12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data
- 12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.
- 12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.
- 12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

13. **PROGRAMME**

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



- 13.4. Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.

14. SUBCONTRACTING

- 14.1. The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.
- 14.2. Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 15.1. The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.
- 15.2. The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.

16. COMPLIANCE WITH LEGISLATION

- 16.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.
- 16.2. All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.
- 16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.
- 16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.
- 16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.
- 16.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.

17. REPORTING OF INCIDENTS

- 17.1. In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.
- 17.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.
- 17.3. The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.
- 17.4. The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.

- 17.5. The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible

18. NUISANCE

- 18.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.
- 18.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

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

20. URGENT WORK

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

21. INDEMNIFICATIONS

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

21.1.3 any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.

21.2. The Employer accepts liability for all acts or omissions of its employees, agents or representatives.

22. VARIATIONS

22.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.

22.2. No variation by the Employer of whatever nature shall vitiate the Contract.

22.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.

22.4. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.

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

22.6. If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.

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

23. IDENTIFIED PROJECTS

23.1. The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.

23.2. The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.

23.3. Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

23.4. If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.

23.5. In respect of the Identified Projects, the written instruction referred to in 23.3 shall:

- (a) describe the services/works required to be executed by the Service Provider under the Identified Project;
- (b) state the due commencement and completion dates of the relevant Identified Project;
- (c) state the total cost of the relevant Identified Project as agreed to between the Parties; and
- (d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

23.6. Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.

- 23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.
- 23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.
- 23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.
- 23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.
- 23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

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

- V = Delays due to rain in calendar days in respect of the calendar month under consideration.
- Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded
- Rw = Actual rainfall in mm for the calendar month under consideration.
- Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.
- Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.
- X = 20, unless otherwise provided in the project specifications.
- Y = 10, unless otherwise provided in the project specifications.

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

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



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

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

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

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

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

24. SUSPENSION OF THE SERVICES

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

25. PENALTY FOR NON-PERFORMANCE

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

- 25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.
- 26. PAYMENTS**
- 26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.
- 26.2 The Service Provider shall submit a monthly certificate taking into account the following:
- 26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;
 - 26.2.2 adjustments in terms of the pricing data;
 - 26.2.3 additional work rendered by the Service Provider;
 - 26.2.4 CPAP adjustment where stated in the Contract Data; and
 - 26.2.5 VAT. Vat will be indicated separately in all documents.
- 26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)
- 26.4 The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.
- 26.5 The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:
- (1) deductions for penalties;
 - (2) deductions for overpayments;
 - (3) deductions for retention
 - (4) deductions for damages.
- 26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.
- 26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.
- 26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.
- 26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.
- 26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.
- 26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.

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

29.3.1 The Guarantee shall be returned, if applicable.

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

30. ASSIGNMENT

30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

31. INDULGENCES

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

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

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

33. BREACH OF CONTRACT

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

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

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

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

35. DISPUTE RESOLUTION

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

36. GENERAL

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

37. DOMICILIUM CITANDI ET EXECUTANDI

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PART ---

HEALTH AND SAFETY

SPECIFICATION

FOR

YEAR TENDER

AND

MAINTENANCE/SERVICE

CONTRACTS

AUGUST 2005

1 INTRODUCTION AND BACKGROUND

- 1.1 Background to the Health and Safety Specification
- 1.2 Purpose of the Health and Safety Specification
- 1.3 Implementation of the Health and Safety Specification

2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

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2.2 INTERPRETATION

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

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2.4.4 Ladders and ladder work

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Task completion form

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5 Annexure C

Requirements to be reported on

6 Annexure D

Initial hazard identification and risk assessment as well as control measures

7 Annexure E

Acknowledgement of receipt

1 INTRODUCTION AND BACKGROUND

1.1 Background to the Health and Safety Specification:

The Construction Regulations in the Occupational Health and Safety Act and regulations 85 of 1993 place the onus on the Client to prepare a health and safety specification for all construction work.

1.2 Purpose of the Health and Safety Specification:

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and Construction Regulations 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 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 its 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 their bidding stage so that they can in turn prepare health and safety plans relating to their operations.

2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE:

The specification covers the requirements for eliminating incidents and injuries as far as reasonably possible for Cape Town: Year Tenders/maintenance/service contracts. 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 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 85 / 1993 and Construction Regulation shall apply.

2.3 GENERAL ADMINISTRATIVE REQUIREMENTS:

2.3.1 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA) (Registration with Workmen's 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 of the above is received.**

2.3.2 Health and Safety File

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 risks 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 risks. 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 risks. 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 85 /1993, and Construction Regulations. The Contractor shall ensure that all records of 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 of 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.

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-conformances must be documented and reported to the DPW.

2.3.11 Contractors (sub-contractors)

The Principal Contractor shall ensure the all Contractors under its control comply with this Specification document, the OHS Act 85 /1993, Construction Regulations 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 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 as the site progresses. 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 emergency procedures.

No Hazardous chemicals substances, empty containers, may be left or disposed of on the Departments sites.

2.4.2 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor shall carry at least one 9kg Co² and one 9kg DCP extinguisher on his 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 before this work is undertaken.

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 talks 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 contractor 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 or drilling, 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 killer, 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 ELECTRICAL INSTALLATIONS

Only licensed electrician's persons will be permitted to carry out electrical work.

2.6 SUB – STATIONS

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 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 proper 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, 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.

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

ANNEXURE A

The Principal Contractor and Contractors must submit their compliance with annexure A together with their construction-phase H&S plan.

| HSS Item No | Requirement | OHS Act Requirement | Submission Date |
|-------------|--|--|--|
| 2.3.1 | Assignment of Responsible Persons to Supervise Construction work | OHS act (section 16.2) & Construction Reg. 6 | Before commencement on site |
| 2.3.2 | Competence of Responsible Persons | OHS Act (section 16.2) & Construction Reg. 6 | Together with H&S plan |
| 2.3.3 | Compensation of Occupational injuries and Diseases – proof of registration | COIDA | Together with H&S plan |
| 2.3.4 | Occupational Health and Safety Policy | OHS Act | Together with H&S plan |
| 2.3.5 | Health and Safety Organogram | Client Requirement | Together with H&S plan |
| 2.3.6 | Initial Hazard Identification and Risk Assessment | Construction Regs. | Together with H&S plan |
| 2.3.7 | Health and Safety Representatives | OHS Act | Submit as soon as there are more than 20 employees on site |

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

ANNEXURE B

The Principal Contractor shall make the following appointments according to the Health and Safety Specification: (further appointments could become necessary as the project progresses)
Contractors shall make the relevant appointments as per their operations. The Client reserves the right to insist on any health and safety related appointments as determined by its risk assessments.

| Appointment | OHSA Reference | Requirement |
|---|----------------|---|
| CEO Assignee | Section 16 (2) | A competent person to assume the overall H&S responsibility-Principal Contractor's Responsible Person |
| Construction Work Supervisor | CR 6.1 | A competent person to supervise and be responsible for Health and Safety related issues on site |
| Fall protection plan co-ordinator | CR 8 | A competent person to prepare & amend to fall protection plan |
| First Aider | GSR 3 | 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 record |
| Electrical installations Competent person | CR 22 (d) | A competent person to control all electrical installations |

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

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 & 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 he/she starts work | Attendance registers. Signed by everybody who received induction training. | |
| Awareness Training (Tool Box Talks) | Every 2 nd weekly | 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 procedure | Table procedure in writing as well as tel. numbers | |
| Risk assessment | Updated and signed off at least monthly | Documented risk assessment | |
| Method statements (safe work procedures) | Drawn up before workers are exposed to new risks | Documented set of safe work procedures (method statements) updated and signed off | |
| General Inspections | Weekly and daily | OHS Act compliance: Registers <ul style="list-style-type: none"> • Scaffolding; • Temporary electrical installations | |

Annexure C continued

| | | | |
|--|---------------------------|---|--|
| General Inspections | Monthly | <ul style="list-style-type: none"> • Fire fighting equipment • Portable electrical equipment • Ladders | |
| Complaints 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 | Update monthly | Table a list of Contractors' workman's compensation proof of good standing | |
| Construction site rules & Section 37.2 Mandatory Agreement | Update 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 ID | RISK RATING | PPE | DOCUMENTATION | OTHER |
|-----------------------------|-------------|---|--|---|
| 1. site access ways | M | Safe footwear; hard hats | Comply with client's access/security/evacuation procedures | Safe clear access routes |
| 2. heat stress | H | | First aid and medical treatment to be recorded | Potable water to be provided to workers; suitable sun screen to be used to protect skin against the 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 boards 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 situations. |
| 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/registers 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 tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

ANNEXURE E

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

Acknowledgement of receipt of the Health & Safety Specification document (pg 1-14):

I _____ representing

_____ Principal Contractor/Contractor/Employer

have satisfied myself with the content of the Pre-construction Health and Safety Specification and shall ensure that the Principal Contractor / Contractor and its personnel comply with all obligations / requirements in respect thereof

Signature of Principal Contractor / Contractor

Date

Signature of Client / Client's Agent

Date

TOTAL COST FOR HEALTH AND SAFETY

R _____

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TOTAL COST FOR COMPLIANCE WITH HEALTH AND SAFETY SPECIFICATION TO BE CARRIED FORWARD TO SUMMURY PAGE.

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REFERENCE NO:

TENDER NO:

**WESTERN CAPE REGIONAL OFFICE
3 MONTHS OPERATIONS AND MAINTENANCE OF DRINKING WATER AND SEWER TREATMENT PLANTS**

BILL OF QUANTITIES

IMPORTANT NOTES TO CONTRACTOR

In addition to the General Conditions of Contract Facilities Management (PA-10 FM) and Special Conditions of Contract, the following notes will be applicable:

The contractor must refer and read clauses of Scope of Works; Health and Safety Specifications (H&SS) as contained herein. No Repair Work shall be carried out by the Service Provider unless it is approved by the Department.

SALDANHA NAVAL BASE: WASTE WATER TREATMENT WORKS

OPERATION OF WASTEWATER TREATMENT WORKS including 4x Sewerage Pump Stations

| ITEM | REF: | DESCRIPTION OF WORK TO BE DONE | Contract Duration | Quantity | Unit Price | Total Amount |
|-----------|------------|---|-------------------|----------|------------|--------------|
| | | Example (monthly usage) | 3x Months | 1 | R 1 000.00 | R 3 000.00 |
| 1. | 1.1 | Daily Operations: Human Resources | | | | |
| | | 1x Class (V) as Overall Plant Supervisor: To supervise both drinking water & wastewater plants and does not have to be permanently on site. | 3x Months | 1 | R | R |
| | | 1x Class (II) Process Controllers: (Per Shift) Wastewater plant | 3x Months | 1 | R | R |
| | | 4 x General Workers: 4 x for Wastewater plant | 3x Months | 4 | R | R |
| 2. | | Supply of wastewater chemical services | | | | |
| | 2.1 | Wastewater Plant | | | | |
| | | Chlorine (HTH Chips: 20x 25kg buckets) – monthly usage | 3x Months | 1 | R | R |
| | | Chlorine (HTH Granular: 3x 25kg buckets) – monthly usage | 3x Months | 1 | R | R |
| | | Lime for water treatment (15x 25kg bags) – monthly usage | 3x Months | 1 | R | R |
| | 2.2 | Wastewater Plant | | | | |
| | | Testing Reagents Free and Total Chlorine (2 boxes of each) – once off | 3x Months | 1 | R | R |
| | | Distilled Water (1 x 5L) – once off | 3x Months | 1 | R | R |
| | | pH Buffer Solutions X 3 each 500ml (pH 4.00; pH 7.00; pH 10.00) – once off | 3x Months | 1 | R | R |
| | | pH Electrode Storage Solution 1x 500ml – once off | 3x Months | 1 | R | R |
| 3. | | Drinking Water and Wastewater Plants (House Keeping) | | | | |
| | | Cutting of Grass and Cleaning of the Terrain (monthly) | 3x Months | 1 | R | R |
| | | | | | | |
| | | | | | | |



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Address: Private Bag X 9027 Cape Town 8000

Website: www.publicworks.gov.za; Email: ashia.petersen@dpw.gov.za; Tel: (021) 402 2075

| SALDANHA NAVAL BASE: WASTE WATER TREATMENT WORKS | | | | | |
|--|--|-----------|---|-------------|---|
| 4. | Site Management | | | | |
| | Site Management Administration Fee (including Compiling of the monthly report for the Green Drop) | 3x Months | 1 | R | R |
| | | | | | |
| | The sum of items: | | | SUB TOTAL | R |
| | | | | VAT 15% | R |
| | | | | GRAND TOTAL | R |

Note to Bidders:

The duration of this quotation for the Operations and Site Supervision for the Waste Water Treatment Plant is for a period of 3 Months

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 | | | |
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| 17 | | | |
| 18 | | | |
| 19 | | | |
| 20 | | | |

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ *(code)*



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
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| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____



PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
| | | |
| | | |
| | | |
| | | |
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| | | |
| | | |
| | | |
| | | |
| | | |

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

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

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

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

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

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

² 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.



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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4



PA-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:

| CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM | <input checked="" type="checkbox"/> 80/20 | <input type="checkbox"/> 90/10 |
|---|---|--------------------------------|
| PRICE | 80 | 90 |
| SPECIFIC GOALS | 20 | 10 |
| Total points for Price and Specific Goals | 100 | 100 |

1.5 Breakdown Allocation of Specific Goals Points

1.5.1. 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 in table 1 below are applicable.

Table 1

| Serial No | Specific Goals | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim |
|-----------|---|---------------------------------------|--|
| 1. | An EME or QSE which is at least 51% owned by black people (Mandatory) | 10 | <ul style="list-style-type: none"> • SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. |
| 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"> • Official Municipal Rates Statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> • Lease Agreement which is in the name of the bidder. |
| 3. | An EME or QSE which is at least 51% owned by black women (Mandatory) | 4 | <ul style="list-style-type: none"> • SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. |
| 4. | An EME or QSE which is at least 51% owned by black people with disability (Mandatory) | 2 | <ul style="list-style-type: none"> • SANAS Accredited BBEE Certificate or Sworn Affidavit where applicable. |

| | | | |
|----|--|---|---|
| | | | and <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. Or <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or <ul style="list-style-type: none"> • National Council for Persons with Physical Disability in South Africa registration (NCPDPSA). |
| 5. | An EME or QSE which is at least 51% owned by black youth (Mandatory) | 2 | <ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |



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

Table 2

| Serial No | Specific Goals | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim |
|-----------|---|---------------------------------------|---|
| 1. | An EME or QSE or any entity which is at least 51% owned by black people (Mandatory) | 10 | <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 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"> • Official Municipal Rates Statement which is in the name of the bidder. Or |

| | | | |
|----|---|---|---|
| | | | <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p>Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. |
| 3. | An EME or QSE or any entity which is at least 51% owned by black women (Mandatory) | 4 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 4. | An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory) | 2 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p> |

| | | | |
|----|--|---|---|
| 5. | An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory) | 2 | <ul style="list-style-type: none"> ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
|----|--|---|---|

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

NB. The use of one of goal numbers' 4 or 5 is mandatory. The BSC must select either one of the two, but not both.

Table 3

| Serial No | Specific Goals | Preference Points Allocated out of 10 | Documentation to be submitted by bidders to validate their claim |
|-----------|---|---------------------------------------|--|
| 1. | An EME or QSE or any entity which is at least 51% owned by black people (Mandatory) | 4 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |
| 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"> Official Municipal Rates Statement which is in the name of the bidder. <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> Any account or statement which is in the name of the bidder. <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. <p style="text-align: center;">Or</p> <ul style="list-style-type: none"> Lease Agreement which is in the name of the bidder. |
| 3. | An EME or QSE or any entity which is at least 51% | 2 | <ul style="list-style-type: none"> SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. |

| | | | |
|-----------------------------|---|---|---|
| | owned by black women (mandatory) | | |
| 4. <input type="checkbox"/> | An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory) | 2 | <ul style="list-style-type: none"> • SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. <p>and</p> <ul style="list-style-type: none"> • Medical Certificate indicating that the disability is permanent. <p>Or</p> <ul style="list-style-type: none"> • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p> |
| OR | | | |
| 5. <input type="checkbox"/> | An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory) | 2 | <ul style="list-style-type: none"> • ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable |

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

- 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:

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

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:

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

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 4: 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 for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people | 4 | 10 | | |
| 2. Located in a specific Local Municipality or District Municipality or Metro 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) |
|--|---|---|---|---|
| Province area for work to be done or services to be rendered in that area | | | | |
| 3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women | 2 | 4 | | |
| 4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability | 2 | 2 | | |
| 5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.* | 2 | 2 | | |

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

State Owned Company
[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

| | |
|------------------------------------|-------|
| | |
| SIGNATURE(S) OF TENDERER(S) | |
| SURNAME AND NAME: | |
| DATE: | |
| ADDRESS: | |
| | |
| | |
| | |

PA- 40: DECLARATION OF DESIGNATED GROUPS

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

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

Signed by the Tenderer

| | |
|-------------------------------|------------------|
| | |
| Name of representative | Signature |
| | Date |

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

| | | | |
|-------------------------------|---|-------------------------|---------|
| Project title: | <i>Saldanha Bay Military Base: 3 months Site Supervision & Operations at the Wastewater Treatment Plant</i> | | |
| Tender / quotation no: | 500H067 | Closing date: | |
| Advertising date: | | Validity period: | 84 days |

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

1.1. Current projects

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

Tender no: **500H067**

1.2. Completed projects

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

| | |
|------------------|-----------|
| | |
| Name of Tenderer | Signature |
| | Date |