



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

BID DOCUMENT

PROJECT DESCRIPTION: SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA

BID NO: GQET-25/26-033

Closing Date: Tuesday, 18 November 2025
Closing Time: 11h00

Bid Briefing Meeting Date: Tuesday, 28 October 2025

Bid Briefing Meeting time: 10h00

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

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

SCM SPECIFIC ENQUIRIES:

Enquires: Bongsiwe Ndaba
Tel No: 041 408 2015 during office hours
Cell No: NONE
Email Address: Bongsiwe.Ndaba@dpw.gov.za

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: Thando Mjamba
Tel No: 041 408 2102 during office hours
Cell No: 079 519 6992
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SUMMARY OF BID INFORMATION

Bid Number	GQET-25/26-033	
Bid/ Project Description	SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA	
Bid Closing date & Time	Tuesday, 18 November 2025	11h00
Bid Briefing Date & Time (If applicable)	Tuesday, 28 October 2025	10h00
Venue	Bisho All Saints College (SAPS Academy), R63 Komga Road, Bisho.	
SCM SPECIFIC ENQUIRIES:	Bongiwe Ndaba	Bongiwe.Ndaba@dpw.gov.za
	041 408 2015	NONE
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	Thando Mjamba	Thando.Mjamba@dpw.gov.za
	041 408 2102	079 519 6992
Bid Document Price	R 500.00	
Procurement Plan Reference Number	1282	
Points to be allocated for an area for work to be done or services to be done in that area	Eastern Cape	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA		
Bid no:	GQET-25/26-033	Procurement Plan Reference no:	1282
Advertising date:	Friday, 17 October 2025	Closing date:	Tuesday, 18 November 2025
Closing time:	11h00	Validity period:	84 calendar days

1. REQUIRED CIDB GRADING

- It is estimated that tenderers should have a CIDB contractor grading designation of **4ME** or **4ME*** or higher.
- * Delete "or select tender value range select class of construction works" where only one class of construction works is applicable
- It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of
- Not applicable Not applicable PE or Not applicable Not applicable PE*** or higher.
- * Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable

2. FUNCTIONALITY CRITERIA APPLICABLE

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

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

SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA			
Criteria No	Criteria	Evaluation Indicators	Applicable Value
1	RELEVANT MAINTENANCE WORK OF MECHANICAL OR STEAM IN KITCHEN EQUIPMENT EXPERIENCE ON PREVIOUS AND CURRENT CONTRACTS OF A SIMILAR NATURE, SCOPE AND/ OR COMPLEXITY		30
	<u>Conditions</u> 1.1. Provide a reference letter(s) of a completed project of a similar nature, scope and or complexity: The contract must comply with the following:	One (1) x reference letter of completed or current project in maintenance, repairs, servicing, installation, or replacement of mechanical or steam in kitchen equipment with a contract value of R900 000.00 or higher.	1 (Minimum Points for this Criteria)
	i) The project must be for relevant maintenance work of mechanical or steam in kitchen equipment and	Two (2) x reference letters of completed or current project in maintenance, repairs, servicing, installation, or replacement of mechanical or steam in kitchen equipment with a contract value of R900 000.00 or higher.	2
	ii) The project must be in the last five years and	Three (3) x reference letters of completed or current project in maintenance, repairs, servicing, installation, or replacement of mechanical or steam in kitchen equipment with a contract value of R900 000.00 or higher.	3
	iii) Has a value of at least R900 000.00 and	Four (4) x reference letters of completed or current project in maintenance, repairs, servicing, installation, or replacement of mechanical or steam in kitchen equipment	4
	iv) The reference letter must be for a single project (and not a combination of projects) and must be supported with a duly completed and signed completion certificate,		

SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA

Criteria No	Criteria	Evaluation Indicators	Applicable Value
	indicating the actual amount if it is construction project. For term contract no completion certificate required. 1.2. A reference letter in respect of a current project of a similar nature, scope and or complexity (i.e. a project started, but not yet completed). The contract must comply with the following minimum requirements: i) The project must be for relevant maintenance work of mechanical or steam in kitchen equipment and ii) The contract must have a minimum R-value of R900 000.00 iii) The reference letter must be for a single project (and not a combination of projects) iv) In terms of a construction project: v) Progress on site must have reached a minimum of 50% completion or vi) An R-value of at least R450 000.00 at the closing date of the bid vii) In respect of term contract: a. It must have reached a minimum of 50% of the contract duration or b. An R-value of at least R450 000.00 at the closing date of the bid.	with a contract value of R900 000.00 or higher. Five (5) x reference letters of completed or current project in maintenance, repairs, servicing, installation, or replacement of mechanical or steam in kitchen equipment with a contract value of R900 000.00 or higher.	5

Please note: Experience of the bidder will be based on the reference letters submitted. If a project is listed in the table below, but the reference letter is not submitted, the project will not be considered valid. If a reference letter is not listed in the table below, but the reference letter is submitted with the bid and it is valid, it will be considered. For a reference letter to be considered for criteria no 1, the performance rating of the bidder will not be a

SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA

Criteria No	Criteria	Evaluation Indicators		Applicable Value
determining factor for criteria no. 1. The reference letter will be used to validate the experience of the bidder only. If the performance rating of the bidder is not indicated or it is less than satisfactory, the reference letter will still be considered for criteria no. 1				
	Name of project	Client and location	Short Description of project	Value of Project (Final account)
1.				
2.				
3.				
4.				
5.				
2.	REFERENCES FROM PROJECT MANAGERS/ CLIENTS/ CONSULTANTS FOR PROJECTS OF SIMILAR IN NATURE, SCOPE AND VALUE.			20
	2.1 Please provide:		One (1) x reference letter of completed or current project in maintenance, repairs, servicing, installation, or replacement of mechanical or steam in kitchen equipment with a contract value of R900 000.00 or higher.	1 (Minimum Points for this Criteria)
	a. Signed reference letters from Consultant / Clients confirming your company`s performance.			
	b. All the requirements for contracts or projects or reference letters as prescribed in Functionality Criteria 1 applies.		Two (2) x reference letters of completed or current project in maintenance, repairs, servicing, installation, or replacement of mechanical or steam in kitchen equipment with a contract value of R900 000.00 or higher.	2
	c. Additionally, for a reference letter to be considered for this functionality criteria, the bidders` performance must be rated in the letter at least "satisfactory"		Three (3) x reference letters of completed or current project in maintenance, repairs, servicing, installation, or replacement of mechanical or steam in kitchen equipment with a contract value of R900 000.00 or higher.	3
			Four (4) x reference letters of completed or current project in maintenance, repairs, servicing, installation, or replacement of mechanical or steam in kitchen equipment with a contract value of R900 000.00 or higher.	4
			Five (5) x reference letters of completed or current project in maintenance, repairs, servicing, installation, or replacement of	5

SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA

Criteria No	Criteria	Evaluation Indicators	Applicable Value
		mechanical or steam in kitchen equipment with a contract value of R900 000.00 or higher.	

If a project is listed in the table below, but the reference letter is not submitted, the project in the table will not be considered. If a project is not listed in the table below, but the reference letter is submitted with the bid and it is valid, it will be considered. For a reference letter to be considered valid for criteria 2, the performance of the bidder must be indicated in the reference letter as at least satisfactory.

	Name of Company	Value of Project as measured for final account	Letter attached	
			YES	NO
1				
2				
3				
4				
5				

Criteria No	Criteria	Evaluation Indicators	Applicable Value
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3.	FINANCIAL CAPACITY		20	
	3.1 i) Provide a valid Bank rating letter or certificate from your Banking Institution stating at least a bank rating code of A or B or C or D . ii) The Bank rating letter or certificate must not be older than 3 months. iii) The bank rating code of A or B or C or D must be for an amount of at least R 2 million. 3.2 In the case that a bidder submit a bank rating letter with more than one bank rating code i)The Department will consider the lowest bank rating code, which is on the bank rating letter, provided it complies with the acceptable bank rating codes as specified in the bid and ii)If one of the bank rating codes on the submitted bank rating letter is less than the acceptable bank rating code(s) as specified in the bid document, it will be deemed non-compliant and will not be accepted.	Credit rating/code of D	2 (Minimum Points for this Criteria)	
		Credit rating/code of C	3	
		Credit rating/code of B	4	
		Credit Rating/code of A	5	
No	Name of Bank	Contact Person	Contact Number	Date of letter

SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA				
Criteria No	Criteria	Evaluation Indicators		Applicable Value
1				
2				
3				
4.	COMPETENCE OF KEY PERSON(S), PROFESSIONAL AND TECHNICAL PERSONNEL			30
	QUALIFICATIONS AND KEY STAFF IN RELATION TO THE SCOPE OF WORK CONDITIONS 4.1. Mandatory key staff a) At least one (1) x Electrician with trade test and wireman's license b) At least one (1) x Fitter & Turner or at least one (1) x Fitter or at least one (1) x Millwright who passed their trade test. 4.2. Submission of qualifications are required as follows: a) A Trade test certificate from an accredited institution for the Electrician and wireman's license. b) A Trade test certificate from an accredited institution for the Fitter(s) or c) A Trade test certificate from an accredited institution for the Millwright(s) 4.3 Copies of qualifications must be submitted. 4.4 Failure to submit copies of qualifications, will result in the qualification(s) not considered valid.	Key Staff x 2 made up as follows: a) 1 x Fitter & Turner or Fitter (who passed their trade test) or 1 x Millwright (who passed trade test) and b) 1 x Electrician (who passed trade test) and wireman's license		1 (Minimum Points for this Criteria)
		Key Staff x 3 made up as follows: a) 2 x Fitter & Turner or Fitter (who passed their trade test) or 2 x Millwright (who passed trade test) and b) 1 x Electrician (who passed trade test) and wireman's license Please note: The key staff of the Fitter & Turners or the Fitters or the Millwrights can be in any combination which will add up to the minimum of two (2)		2
		Key Staff x 4 made up as follows: a) 3 x Fitter & Turner or Fitter (who passed their trade test) or 3 x Millwright (who passed trade test) and b) 1 x Electrician (who passed trade test) and wireman's license Please note: The key staff of the Fitter & Turners or the Fitters or the Millwrights can be in any combination which will add up to the minimum of two (3)		3
		Key Staff x 5 made up as follows: a) 4 x Fitter & Turner or Fitter (who passed their trade test) or 4 x Millwright (who passed trade test) and b) 1 x Electrician (who passed trade test) and wireman's license Please note: The key staff of the Fitter & Turners or the Fitters or the Millwrights can be in any combination which will add up to the minimum of two (4)		4

SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA					
Criteria No	Criteria	Evaluation Indicators		Applicable Value	
		Key Staff x 6 made up as follows: a) 5 x Fitter & Turner or Fitter (who passed their trade test) or 5 x Millwright (who passed trade test) and b) 1 x Electrician (who passed trade test) and wireman's license Please note: The key staff of the Fitter & Turners or the Fitters or the Millwrights can be in any combination which will add up to the minimum of two (5)		5	
No	Name of the Key Person	Name of the Qualification(s)	Portfolio/Position	Qualifications attached	
				YES	NO
1					
2					
3					
4					
TOTAL SCORE				100	
MINIMUM QUALIFYING SCORE FOR FUNCTIONALITY				50	
MINIMUM SCORES FOR FUNCTIONALITY a) If a bid fails to achieve the minimum qualifying score for functionality of Fifty percent (50%), it will automatically be regarded as non-compliant, and shall be not considered any further in the evaluation process. b) In addition to the above minimum points for overall functionality (50%), bidders` must score the minimum points for each Functionality Criteria, (i.e. Criteria No 1, Criteria No 2, Criteria No 3 and Criteria No 4.) If a bidder fails to score the minimum points for each Functionality criteria, the bidder's offer will be regarded as "failed functionality", even if the bidder scored the required minimum overall functionality score of 50%.					

3. EVALUATION METHOD FOR RESPONSIVE BIDS

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)
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3.2. The 80/20 Preference points scoring system will be applicable for this bid

4. RESPONSIVENESS CRITERIA

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

1.	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	☒	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.	☒	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.	☒	Submission of a bid offer.
5.	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
6.	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender. All items in the Bill of Quantities must be priced. No items in the bill of quantities must be left unpriced (no blanks).
7.	☒	There will be a compulsory site briefing meeting and all potential bidders must attend.
8.	☒	Any addendums or erratums to the bid will be published in the original advertising media, at least 10 working days before the bid closing date. Bids will be evaluated in accordance with the published addendums or erratums.
9.	☒	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10.	☒	Bidders will be evaluated as per the Special Conditions of Bid (SCB-01) as amended and approved prior to the tender advert date
11.	☒	Bidders will be disqualified in the following circumstances: a) If they submit for the same bid, more than one bid or an alternative bid offer. b) If they submitted a bid, but is also in agreement to an additional bidding entity who submitted an offer for the same bid (e.g. in an agreement with a joint venture or consortium or partnership, etc). c) If there are factual evidence of communication with any other bidder, which are competing for the same bid (example a signature of the bidder is found in a competing bidder or the bidder is a director of in a competing bid offer.
12.	☒	Offer's from the following bidders' will be eligible to have their submissions evaluated: a) Only bidders' who are registered with the Construction Industry Development Board (CIDB), or who are capable of being so registered with the CIDB within twenty-one (21) working days from the closing date for submission of tenders, in the specified contractor designation (class of works) and or specified contractor grading (or higher) or b) Bidders who submitted proof with their bids that they already applied to CIDB, on or before the closing date: i. For the correction of their overall CIDB non-compliance status or ii. For an upgrade of their specified contractor CIDB grading or iii. For a registration in a specified contractor designation.
13.	☒	Bidders must submit a Letter of Good standing with COIDA relevant to scope of works.

ADMINISTRATIVE CRITERIA

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

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

1.	☒	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.	☒	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.	☒	Submission of (PA-11): Bidder's disclosure
4.	☒	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.
5.	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	☐	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	☒	Bidders will be evaluated as per the Special Conditions of Bid (SCB-01) as amended and approved prior to the tender advert date
10.	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects: Bidders may use 'own form' – the details of all the tenderer's current and previous projects must however be the same as the details of the DPW-09 (EC) form. Bidders are required to sign and date the DPW-09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	☒	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	☒	CIDB non-compliance at the time of tender If a bidder submitted with their bid proof that they had already applied to CIDB for an upgrade or for correction of their non-compliance with CIDB, such a contractor will be deemed to be capable of being so registered in that particular grading and will be evaluated as such, within the 21 workings days period after the closing date. Note: A CIDB non-compliance status is defined as a CIDB status which is inactive and or expired, and or suspended, and or deregistered and or not registered in the specified contractor designation (class of works) and or not registered on the CIDB in the specified (or higher) contractor grading.
13.	☒	PA 10: FM GENERAL CONDITIONS OF CONTRACT GCC 2015
14.	☒	CIDB non-compliance after tender closing date Upon request, a bidder will be given twenty one (21) working days to correct its CIDB compliance status, if the bidder becomes CIDB non-compliant, after the bid closing date
15.	☒	A bidder may nominate the same key resources for more than one bid in the Department. During evaluation, the bidder's offer will be "deemed responsive" (if it complies with the substantive criteria). Should a bidder, subsequently be awarded more than one bid, but the key staff is already allocated to another awarded bid or another recommended bid, the Department may request a bidder to provide new key staff, which are accompanied by the minimum required qualifications and CV's (if applicable)
16.	☒	Upon request bidders must submit a fully completed and signed bid offer (DPW-07).

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

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

5 METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in Eastern Cape for work to be done or services to be rendered in the Eastern Cape area	2	- Official Municipal Rates Statement which is in the name of the bidder. - Or - Any Account or statement which is in the name of the Bidder. - Or - Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or - Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	- SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. - and - Medical Certificate indicating that the disability is permanent - or - South African Social Security Agency (SASSA) registration indicating that the disability is permanent - Or - National Council for Persons with Physical Disability in South Africa registration (NCPDSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

6 ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

6.1 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.

6.2 Technical risks:

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

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

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

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

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

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

6.3 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.

7 OBJECTIVE CRITERIA APPLICABLE: YES

7.1 The Department may pass over the highest point scoring bidder based on the objective criteria (conditions) as listed below and

7.2 The condition for passing over the highest point scorer is only applicable to the bids listed below :

- a) **GQET-25/26-032** : SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: KAROO AREA
- b) **GQET-25/26-033**: SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA

7.3 The two bids above are for two different and wide spread geographical areas. Appointing a single service provider for more than one of these projects, post a risk of failure or under performance to the Department. The Department intends with this Objective Criteria to appoint multiple service providers to spread this risk of failure or under performance.

7.4 In the event that a bidder scores the highest PPPFA Points in more than one of these bids, the Department will afford the highest point scoring bidder the opportunity to select its preferred bid.

7.5 After the highest point scorer, bidder select its preferred bid, the Department reserves the right to negotiate with the other remaining bidders (from the 2nd highest point scorer downwards).

7.6 During the Negotiation process, the following condition will apply:

- a. The Department will only enter into negotiations with another bidder, if they have not been awarded already any of the remaining bids.
- b. If the 2nd highest scoring bidder's price is acceptable, and their tendered price in R-value is less than the highest point scorer's price, the Department will award it to the 2nd highest point scoring bidder at its tendered price **or**
- c. If the price in R-value is not less than the highest point scorer's price, the 2nd highest point scoring bidder will be given a counter offer. The counter offer which will be given to the 2nd highest point scorer, will be the offer of the highest point scoring bidder, provided that the highest point scorer's price is reasonable and market related **or**
- d. If the highest point scorer's price is not market related, the 2nd highest point scorer will be given a market related counter offer, if the 2nd highest point scorer's offer is not market related.
- e. If the 2nd highest point scorer decline the counter offer (if any), the Department reserves the right to negotiate with the 3rd bidder up to the last bidder and the same methodology will be followed.

7.7 The Department may only award more than one of these bids to a bidder, once all the other bidders declined.

7.8 The Department may award the same Service Provider more than one bid, if there is (are) no other responsive(s) bidders for the particular bid/geographical area.

7.9 Should the Department withdraw or cancel any bid(s) which are part of the Objective Criteria, the following conditions will apply:

- a. The bidding process will proceed as the need for the remaining goods or services still exist.
- b. The objective criteria will be applicable on the remaining bids.
- c. The withdrawn or cancelled bids will be omitted from the Objective Criteria.
- d. The remaining bids will be evaluated and finalized in accordance with the remaining bid rules and Objective Criteria.

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

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

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

9 COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.
- A non-refundable bid deposit of R 500.00 is payable (cash only) on collection of the bid documents.

10 COMPULSORY BID BRIEFING/ CLARIFICATION/ SITE INSPECTION MEETING

Details of Compulsory Bid Briefing/ Clarification / Site Inspection Meeting (if any):

Venue:	Bisho All Saints College (SAPS Academy), R63 Komga Road, Bisho.		
Virtual meeting link:	(Type link here or indicate "N/A")		
Date:	Tuesday, 28 October 2025	Starting time:	10h00

11 ENQUIRIES

11.1 Technical enquiries may be addressed to:

DPWI Project Manager	Thando Mjamba	Telephone no:	041 408 2102
Cellular phone no	079 519 6992	Fax no:	Indicate
E-mail	Thando.Mjamba@dpw.gov.za		

11.2 SCM enquiries may be addressed to:

SCM Official	Bongiwe Ndaba	Telephone no:	041 408 2015
Cellular phone no	NONE	Fax no:	None
E-mail	Bongiwe.Ndaba@dpw.gov.za		

12 DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Tuesday, 18 November 2025

Closing Time: 11h00

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 3193 Gqebergha 6001 Documents must be deposited in The Bid Box before the closing date of the bid	OR	Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure Eben Donges Building Corner Robert & Hancock Street
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DPW-07: FORM OF OFFER AND ACCEPTANCE

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

Bid no: GQET-25/26-033

Bid/ Project Description: SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

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

AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/MS: In his/her capacity as: 	Note: A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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Bid No: GQET-25/26-033

Bid/ Project Description: SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore) ☐

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

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

(1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes ☐ No ☒

(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes ☐ No ☒

(3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes ☐ No ☒

(4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes ☐ No ☒

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

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No.

Postal address.....

Banker Branch.....

Bank Account No. Branch Code

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

ACCEPTANCE

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

Bid No: GQET-25/26-033

Bid/ Project Description: SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: GQET-25/26-033

Bid/ Project Description: SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA

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

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

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

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

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

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....
.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....
.....

3. DECLARATION

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

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

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

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

For External Use

- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA)

for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

	Name	Capacity	Signature
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3			
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Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

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

(project description as per Tender Document)

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

- 1 *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.

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

Physical address: _____

_____ Postal Code _____

Postal Address: _____

Postal Code _____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
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The tendering enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

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Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____ *(project description as per Tender Document)*

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

B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			
2			
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The tendering enterprise hereby absolves the Department of Public Works & Infrastructure from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA		
Tender / Quotation no:	GQET-25/26-033	Reference no:	1282

Date Bid Briefing Meeting: Tuesday, 28 October 2025

Time of Bid Briefing Meeting: 10h00

Venue: Bisho All Saints College (SAPS Academy), R63 Komga Road, Bisho.

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA		
Tender / Quotation no:	GQET-25/26-033	Reference no:	1282

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: GQET-25/26-033

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 / under developed area/township	Indicate if military veteran
1.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ 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. DECLARATION:

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

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

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

Signed by the Tenderer

Name of representative	Signature	Date

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA		
Tender / Quotation no:	GQET-25/26-033	Closing date: Tuesday, 18 November 2025	Time: 11h00

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

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature	Date

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
1.	An EME or QSE or any entity which is at least 51% owned by black people	10	• SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
2.	Located in Eastern Cape for work to be done or services to be rendered in the Eastern Cape area	2	• Official Municipal Rates Statement which is in the name of the bidder. - Or • Any Account or statement which is in the name of the Bidder. - Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. - Or • Lease Agreement which is in the name of the bidder.

Serial No	Specific Goals	Preference Points allocated out of 20	Documentation to be submitted by bidders to validate their claim for points
3.	An EME or QSE or any entity which is at least 51% owned by black women	4	SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability	2	- SANAS Accredited BBBEE Certificate or sworn affidavit where applicable. - and - Medical Certificate indicating that the disability is permanent - or - South African Social Security Agency (SASSA) registration indicating that the disability is permanent - Or - National Council for Persons with Physical Disability in South Africa registration (NCPDPSA)
5.	An EME or QSE or any entity which is at least 51% owned by black youth	2	ID Copy and SANAS Accredited BBBEE Certificate or sworn affidavit where applicable.

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

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

2. DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

.....SIGNATURE(S) OF TENDERER(S) SURNAME AND NAME: DATE: ADDRESS:
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B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

- The Enterprise is _____ % Black Owned
- The Enterprise is _____ % Black Female Owned
- The Enterprise is _____ % Owned by Black Designated Group (provide Black Designated

Group Breakdown below as per the definition in the table above)

- o Black Youth % _____ %
- o Black Disabled % _____ %
- o Black Unemployed % _____ %
- o Black People living in Rural areas % _____ %
- o Black Military Veterans % _____ %

Select applicable

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

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

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

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

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

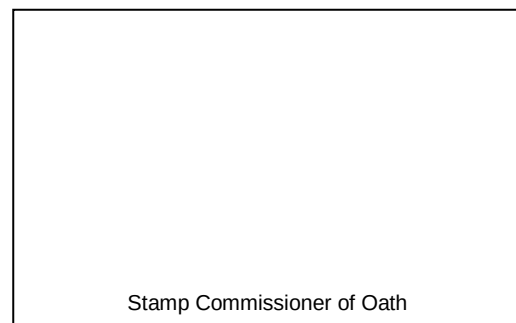
5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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

Deponent Signature _____

Date: _____

Commissioner of Oaths
Signature & stamp



SPECIAL CONDITIONS OF BID (SCB-1)

SPECIAL CONDITIONS OF BID FOR INFRASTRUCTURE PROCUREMENT

1 INTERPRETATION

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

2 PRECEDENCE

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

3 GENERAL BID RULES

- 3.1. "Written" or "in writing" means hand-written in non-erasable ink or any form of electronic or digital writing and or a combination thereof.
- 3.2. The digital and or electronic completion and signing of documents is permitted.
- 3.3. A bidder participates in this bid process entirely at its own risk and cost.
- 3.4. The Department may accept or reject any bid offer or may cancel the bid process (or reject all bid offers at any time) prior to award, due to the following:
 - 3.4.1. due to changed circumstances, there is no longer a need for the goods or services specified in the invitation;
 - 3.4.2. funds are no longer available to cover the total envisaged expenditure;
 - 3.4.3. no acceptable tender is received;
 - 3.4.4. there is a material irregularity in the tender process; or
 - 3.4.5. there is material change in the scope of works.
- 3.5. The Department shall not accept or incur any liability for such cancellation or rejection or acceptance, but will give written reasons for such action upon receiving a written request to do so.
- 3.6. Completed bid documents in a sealed envelope, endorsed with the relevant bid number, bid description and the closing, must be deposited in the bid box as indicated in the bid document.
- 3.7. Bidders must ensure that bids submitted via courier services are deposited by the courier service in the Departmental Bid box, prior to the closing date and time. The Department will not accept responsibility for any bids, which are not timeously deposited in the Bid Box.
- 3.8. A Bid will be treated as a late bid, if it is not received in the bid box. The Department will not accept responsibility for any late depositing of bids or for the non-depositing of bids in the bid box, which are as a result from an act committed or omitted by an official. This is not limited to the following cases:
 - 3.8.1. A Bidder handed over its bid to a departmental official or to the security services personnel timeously, but they omits to deposit the bid in the bid box on or before the closing date and time.
 - 3.8.2. If a courier service delivers the bid to a departmental official or to the security services personnel timeously and it is not deposited in the bid box timeously.
 - 3.8.3. The bid documents were send through mail / Post Office and it is not timely collected and or timely deposited in the Departmental Bid Box.
- 3.9. Bids received after the closing date and time will not be accepted for consideration and where practical, be returned unopened to the Bidder(s).
- 3.10. Bidders who are not registered on the CSD, must register on the CSD within 7 working days, if requested to do so. No award letters or purchase orders or contracts will be signed, with a bidder not registered on the CSD.
- 3.11. The Department will download the following documents, to verify the information submitted by bidders:
 - 3.11.1. CSD registration certificate (if the bidder is registered in the CSD)
 - 3.11.2. CIPC registration

3.11.3. CIDB registration

- 3.12. Bidders are not allowed to recruit or shall not attempt to recruit an employee of the Department for purposes of preparation of the bid or for the duration of the execution of this contract or any part thereof.

4 AMBIGUITIES/ CONTRADICTIONS / OMISSIONS

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

5 PERIOD OF VALIDITY FOR BIDS AFTER CLOSING DATE

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

6 BRAND NAMES

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

7 CONTRACTUAL PRICE ADJUSTMENTS

- 7.1 The Bid will not be subjected to any price escalation, unless specified otherwise in the bid documents.

8 AUTHORITY TO SIGN BID DOCUMENTS

- 8.1 No authority to sign (PA 15.1: Resolution of Board of Directors) is required from an enterprise which has only one director or is a sole ownership.
- 8.2 In the case of a bid being submitted on behalf of a company, close corporation or partnership, evidence should be submitted with the bid at the closing time, that the Bid has been signed by a person properly authorised by resolution of the directors or under the articles of the entity. For that purpose, forms PA-15.1-15.3 (Resolution of Board of Directors) are included in the bid document for completion by the relevant Board(s) of Directors
- 8.3 The department further accepts that, in the absence of a PA 15.1: Resolution of Board of Directors, any director or any member of the enterprise may have the authority to bind the enterprise. Therefore the following will apply when only one director or one member of the enterprise signed the bid documents:

- 8.3.1 The signature of any one of the directors or any one of the members of the enterprise will bind the enterprise and all the directors/ members of the enterprise. This condition will therefore render the bid valid; and
- 8.3.2 The Department will verify the authority to sign (if deemed necessary) and where possible, may request proof of such authority of the relevant director or relevant member to act on behalf of the enterprise in the form of a “Resolution of the Board of Directors”, if such “, (PA 15.1: Resolution of Board of Directors),” was not submitted with the bid or was not completed or was incorrectly completed,
- 8.4 In the case of a sub-contractor agreement, a joint venture or consortia, the signing of the sub-contractor agreement, or Joint Venture or Consortia agreement by any director or member of each of the parties to the agreement, will render the sub-contractor agreement or Joint Venture or Consortia agreement valid. Therefore:
- 8.4.1 The Department reserves the right to request from each party to the sub-contractor agreement or Joint Venture or Consortia” agreement, proof of such authority of the relevant director or relevant member to act on behalf of the enterprise(s), in the form of a “Resolution of the Board of Directors”, if it was not submitted with the bid or was not completed or was incorrectly completed,
- 8.5 In the event that a non-member or non-director to the enterprise(s) sign the bid documents and or sign a joint venture or consortia agreement, an “Authority to sign” issued by a director of the enterprise(s) or by the Board of Directors of the enterprise(s) must be submitted with the bid at the closing date. Failure to comply with this requirement at the closing date of the bid, will invalidate the bid submitted.

9 CONTRACT PERIOD

- 9.1 The contract period is stipulated in the Contract Data or the specifications.
- 9.2 The construction period for Infrastructure works, will commence from the date of site handover.

10 NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

- 10.1 The Bid will be awarded to the bidder who scores the highest PPPFA number of points:
- 10.1.1 However, should an offer not be market related, the Department reserves the right to negotiate with bidders a reasonable market price /offer?

11 AWARD OF CONTRACTS TO TENDERERS NOT SCORING HIGHEST POINTS

- 11.1 The Department reserves the right to award the bid to a tenderer not scoring the highest points, after having applied an objective criteria or a risk assessment criteria, if such (i.e. the objective criteria/ risk assessment) is specified in the bid document.

12 TAX COMPLIANCE

- 12.1 No tender shall be awarded to a bidder who is non tax -compliant.
- 12.2 All bidders' tax matters must be in order prior to award.
- 12.3 Bidders' tax matters will be verified through CSD.
- 12.4 If the recommended bidder's tax status is non-compliant, the recommended bidder must submit written proof from SARS of their tax compliant status or submit written proof that they have made an arrangement with SARS to meet their outstanding tax obligations.
- 12.5 The recommended bidder will be given a maximum of seven (7) working days to correct their tax compliance status.
- 12.6 Failure to comply within seven (7) working days, from the date of the request, the Department will reject the bid submitted by the bidder.

13 REGISTRATION AS A VAT-VENDOR

- 13.1 Non-VAT vendors do not have to include VAT in their bid prices.
- 13.2 Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R1 million, must include VAT in the prices quoted and must therefore immediately upon award of the contract, register with the South African Revenue Service (SARS) as VAT vendors.
- 13.3 The award of contract would be conditional (for Non-VAT vendors who included VAT in their prices) conditional pending the successful bidder submitting proof of registration as VAT vendor with SARS within 21 days of award.
- 13.4 Failure to comply within 21 days after being notified to do so will lead to the automatic withdrawal of the “provisional letter of award” and elimination of the bidder's offer.

- 13.5 VAT vendors must include VAT in their bid prices and failure to comply will lead to an automatic elimination of the bidder's offer.
- 13.6 In all other instances, where bidders have excluded VAT from the prices quoted, if the bidder is successful, the letter of award will clearly state that the price at which the contract is awarded is exclusive of VAT and that VAT will not be added on at any stage after the contract has been signed.
- 13.7 If a Non-VAT vendor/ bidder is contracted with the Department with a price which is Excluded Vat, and it becomes a VAT vendor after award or alternatively becomes a VAT vendor due to a cumulative number of awards, the bidder will have to absorb the adverse financial implications of not including VAT in their price quoted. VAT cannot be claimed from the Department for any payments already made or from any future payments.

14 CERTIFICATION OF DOCUMENTS

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

15 REQUIREMENTS FOR A VALID BBBEE CERTIFICATES AND SWORN AFFIDAVITS

- 15.1 A valid B-BBEE Certificate is a B-BBEE Certificate which has not expired at the closing date of the bid.
- 15.2 A "Sworn Affidavit" must comply with the following minimum requirements at the closing date, to be considered valid. If the submitted "Sworn Affidavit" does not comply with the minimum requirements below, the bidder will not be given an opportunity to correct it:
- 15.2.1 The "Sworn Affidavit" must not be expired at the closing date.
- 15.2.2 The BBBEE Level Contributor must be indicated (ticked)
- 15.2.3 The "Sworn Affidavit" must be signed and dated by the bidder (Deponent).
- 15.2.4 The "Sworn Affidavit" submitted must be signed and stamped by the "Commissioner of Oath".
- 15.2.5 The "latest financial year-end" field must not be left blank.
- 15.2.5.1 The latest "financial year-end date" cannot be a future date.
- 15.2.5.2 If only the year is indicated (it is not in the format: day/month/year), the Department will validate the financial year-end (day/month) from CIPC or deal with any clarity seeking matter/ confirmation as an administrative matter.
- 15.3 In respect of "Sworn Affidavits" of the Construction sector, Property Sector, the field (block) where the bidder must confirm its financial information (i.e. Net Assets or Annual Turnover) must be completed (ticked) and must not be left blank or not ticked.
- 15.4 The Commissioner of Oath cannot be an employee or ex officio of the enterprise because, a person cannot by law, commission a sworn affidavit in which they have an interest.
- 15.5 The Department will seek the following clarity matters in respect of the Sworn Affidavits (should it be deemed necessary) and upon request, the bidder will be given a minimum of five (5) working days to respond to the Department:
- 15.5.1 If the bidder did not select/circle/ticked "Member/ Director/ Owner" where so required. The Department will communicate with such affected the bidder in writing.
- 15.5.2 If a bidder did not select/ circle/ ticked the required field "Financial Statements/ Management Accounts/ Audited Financial Statements" where so required. The Department will communicate with such affected the bidder in writing.
- 15.5.3 If only the year is indicated (it is not in the format: day/month/year), the Department will validate the financial year-end (day/month) on CIPC or against

any other submitted document or will seek clarity / confirmation from the bidder and deal with it as an administrative matter.

15.5.4 If the financial year-end indicated in the sworn affidavit is not at the end of the month or it is not the correct month when validated on CIPC or against any other submitted documents, the Department will enquire from the affected bidder to indicate its correct latest financial year end in the format (day/month/year) and:

15.5.4.1 If the “day” indicated on the submitted affidavit is wrong, but the month and year is correct, the bidder’s affidavit will be “deemed valid” and it will be evaluated.

15.5.4.2 If the “month” indicated on the submitted affidavit is wrong, the bidder’s affidavit will be will be considered invalid.

15.6 The Department will deal with all other matters, which is not listed under the minimum requirements as reflected above, as administrative matters, should it be deemed necessary.

15.7 For all sectors (example the construction sector, the property Sector and or any sector), a “Sworn Affidavit” issued in terms of the relevant sector must be used. All the minimum requirements applicable to “valid sworn affidavits” as per this “Special Conditions of Bid” will apply.

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

16.1 In accordance with the PPPFA regulations 2022, bidders will not be eliminated if they do not submit a BBBEE – certificate or a “valid sworn affidavits”. The bidder will not be scored for points, but will be evaluated further.

16.2 For a bidder to be awarded points for specific goals as per the bid, the bidder must submit proof as specified in the bid document with the bid at the closing date and time.

16.3 The requirements of a valid BBBEE-Certificate and or “Sworn Affidavit” as specified in the Special Conditions of Tender applies.

16.4 Parties in an unincorporated joint venture must submit its own consolidated B-BBEE certificate, which has not expired at the closing date of the bid.

16.5 If a bidder submit with the bid at the closing date the required proof for specific goals, as specified in the bid document, but the proof is not certified or is certified incorrectly, the bidder will be given a minimum of 48 hours to submit a copy which is correctly certified. The copy maybe certified after the closing date of the bid. The copies maybe certified after the closing date of the bid.

16.6 Non-submission of the PA-16 form or non-completion the PA-16 form or an incomplete PA-16 form, is not an elimination criteria.

16.7 If a bidder submit at the closing date of the bid a valid proof as specified in the bid document, but the bidder’s PA 16 is not signed or dated or witnessed or it is not properly completed, or its not completed or submitted or did not claim points, the bidder will be given a minimum of 48 hours to submit or correctly complete its PA 16.

16.8 All bidders’ whose submitted proof as specified in the bid document and it complies with the minimum requirements above, will be “deemed in order” and will be subjected for consideration in further evaluation, even if the Department did not request any corrections/ certifications.

16.9 No submissions of alternative proof for specific goals as specified in the bid document will be allowed after the bid closing date.

16.10 Bidders who failed to submit the required proof for points for specific goals, will not be scored for the relevant specific goal(s), but there offers will still be evaluated further.

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

17.1 The Department will afford a bidder an opportunity to correct its PA-11 form, if the bidder omitted to sign or to complete or to properly complete this form.

17.2 A bidder’s offer maybe eliminated if the bidder’s declaration is proven false during the bid evaluation process.

18 CORRECTION OF ERRORS

18.1 Only the authorised signatory to the tender should initial corrections in the tender document.

18.2 All corrections must be in non-erasable ink and the use of correcting fluid (tippex) is prohibited.

18.3 In the event that a correction is not initialled or the correction is initialled by a person not having the prescribed authority, the Department will:

- 18.3.1 Seek the necessary clarification from the tenderer and;
- 18.3.2 If accepting the response from the tenderer, evaluate the bid further and or;
- 18.3.3 Allow the tenderer to correct/ ratify any noncompliance, where necessary.

19 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

19.1 N/A

20 INCOMPLETE SECTIONS OR SCHEDULES IN BID DOCUMENTS

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

21 POINTS FOR SPECIFIC GOALS

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

22 THE OTHER ADDITIONAL INFORMATION WHICH MAY BE REQUIRED FOR EVALUATION

CRITERIA	SPECIAL CONDITIONS OF BID
a) A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement - CK1
b) A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation - CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c) A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d) A profit company duly registered as a public company.	Copy of Certificate of Incorporation - CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e) A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. The Founding Statement - CK1; and ii. The Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.

CRITERIA	SPECIAL CONDITIONS OF BID
f) A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g) A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

23 **DISCLAIMER**

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

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

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

– End Special Conditions of Bid –
(Version: Approved 18 July 2025)

FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1. *The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:*

1.1.1. *"Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.*

1.1.2. *"Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;*

1.1.3. *"Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;*

1.1.4. *"Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;*

1.1.5. *"Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;*

1.1.6. *"Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;*

1.1.7. *"Contract Period" is from Commencement Date for the period stated in the Contract Data;*

1.1.8. *"Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;*

1.1.9. *"Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;*

1.1.10. *"CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;*

1.1.11. *"Day" means a calendar day;*

1.1.12. *"Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;*

1.1.13. *"Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;*

1.1.14. *"Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;*

1.1.15. *"Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;*

1.1.16. *"Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;*

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

2. INTERPRETATION

- 2.1.** *In this Contract, except where the context otherwise requires:*
- 2.1.1** *The masculine includes the feminine and the neuter, vice versa;*
- 2.1.2** *The singular includes the plural; and vice versa*
- 2.1.3** *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*
- 2.2.** *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*
- 2.3.** *Words and phrases defined in any clause shall bear the meanings assigned thereto.*
- 2.4.** *The various parts of the Contract are severable and may be interpreted as such.*

2.5. *The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.*

2.6. *If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.*

3. DURATION

3.1. *The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.*

3.2. *Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.*

3.3. *The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.*

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

4.1. *The Employer shall give access to or supply the Service Provider with:*

4.1.1 *All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and*

4.1.2 *Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.*

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

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

5.2. *The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.*

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

5.4. *The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.*

5.5. *Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.*

5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*

5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*

5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*

5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*

6. SERVICE MANAGER

6.1. *The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.*

6.2. *The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.*

6.3. *Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.*

6.4. *The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.*

7. SECURITY

7.1. *The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.*

7.2. *Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).*

8. SECURITY CLEARANCE

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

8.2. *It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.*

9. CONFIDENTIALITY

9.1. *The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:*

9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or*

9.2.1 *the Employer shall be entitled to cancel the Contract*

9.2. The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:

9.2.1 employees, officers and directors of the Service Provider; and

9.2.2 any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.

9.3. The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.

9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.

10. AMBIGUITY IN DOCUMENTS

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

11. INSURANCES

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

12. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES

12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).

12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data

12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.

12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.

12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

13. PROGRAMME

- 13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*
- 13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*
- 13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*
- 13.4. *Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.*
14. **SUBCONTRACTING**
- 14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*
- 14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*
15. **INTELLECTUAL PROPERTY RIGHTS INDEMNITY**
- 15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*
- 15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*
16. **COMPLIANCE WITH LEGISLATION**
- 16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*
- 16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*
- 16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*
- 16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*
- 16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*

16.6. *The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.*

17. REPORTING OF INCIDENTS

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

18. NUISANCE

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

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

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

20. URGENT WORK

- 20.1. *The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.*
- 20.2. *If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.*
- 20.3. *If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider*

refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.

- 20.4. *If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.*

21. INDEMNIFICATIONS

- 21.1. *The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:*

- 21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*
- 21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*
- 21.1.3 *any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.*

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

22. VARIATIONS

- 22.1. *The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.*
- 22.2. *No variation by the Employer of whatever nature shall vitiate the Contract.*
- 22.3. *Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.*
- 22.4. *The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.*
- 22.5. *Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 22.6. *If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.*
- 22.7. *The Additional Services will be valued at the rates in the Pricing Data.*

23. IDENTIFIED PROJECTS

- 23.1. *The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.*
- 23.2. *The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.*

- 23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*
- 23.5 *In respect of the Identified Projects, the written instruction referred to in 23.3 shall:*
- (a) describe the services/works required to be executed by the Service Provider under the Identified Project;*
 - (b) state the due commencement and completion dates of the relevant Identified Project;*
 - (c) state the total cost of the relevant Identified Project as agreed to between the Parties; and*
 - (d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.*
- 23.6 *Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.*
- 23.7 *Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.*
- 23.8 *Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.*
- 23.9 *If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.*
- 23.10 *If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.*
- 23.11 *If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:*

$$V = (Nw - Nn) + (Rw - Rn) \\ \times$$

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

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

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

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

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

Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. SUSPENSION OF THE SERVICES

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

25. PENALTY FOR NON-PERFORMANCE

- 25.1 *The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,*
- 25.1.1 *delays in performing any of the Services;*
- 25.1.2 *fails to perform any of the Services;*
- 25.1.3 *fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.*
- 25.2 *The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.*
- 25.3 *The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*

26. PAYMENTS

- 26.1 *The Service Manager will evaluate the Service Provider's performance on a monthly basis.*
- 26.2 *The Service Provider shall submit a monthly certificate taking into account the following:*
- 26.2.1 *the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;*
- 26.2.2 *adjustments in terms of the pricing data;*
- 26.2.3 *additional work rendered by the Service Provider;*
- 26.2.4 *CPAP adjustment where stated in the Contract Data; and*
- 26.2.5 *VAT. Vat will be indicated separately in all documents.*
- 26.3 *If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the*

amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)

- 26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*
- 26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*
 - i. Deductions for penalties;
 - ii. Deductions for overpayments;
 - iii. Deductions for retention
 - iv. Deductions for damages.
- 26.6 *The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.*
- 26.7 *If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.*
- 26.8 *The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.*
- 26.9 *With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.*
- 26.10 *If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*
- 26.11 *All the work shall be evaluated in accordance with the provisions of the Pricing Data.*
- 26.12 *In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.*
- 26.13 *Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.*
27. **RELEASE OF SECURITY**
 - 27.1 *If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.*
 - 27.2 *If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:*
 - 27.2.1 *annually in equal portions, subject to 27.2.2 and 27.2.3;*
 - 27.2.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*

27.2.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*

27.3 *If the form of security selected is:*

- (a) *a retention of 2.5% of the Contract Sum (excl. VAT); or*
- (b) *a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),*

then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:

27.3.1 *annually in equal portions, subject to 27.3.2 and 27.3.3;*

27.3.2 *95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;*

27.3.3 *the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.*

28. OVERPAYMENTS

28.1 *If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*

29. COMPLETION

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

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

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

29.3.1 *The Guarantee shall be returned, if applicable.*

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

30. ASSIGNMENT

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

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

31. INDULGENCES

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

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

- 32.1 *The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.*
- 32.2 *The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.*
- 32.3 *The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.*
- 32.4 *In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.*
- 32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.*
- 32.6 *All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.*

33. BREACH OF CONTRACT

- 33.1 *In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:*
- 33.1.1 *Enforce strict compliance with the terms and conditions of the Contract;*
- 33.1.2 *To terminate this Contract without prejudice to any other rights it may have;*
- 33.1.3 *To suspend further payments to the Service Provider;*
- 33.1.4 *To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.*
- 33.2 *The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice,*

recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.

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

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

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

34. STOPPAGE AND/OR TERMINATION OF CONTRACT

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

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

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

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

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

34.2.4 *if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;*

34.2.5 *if the Service Provider informs the Employer that it is incapable of completing the Services as described; or*

34.2.6 *if in the opinion of the Employer the Service Provider acted dishonestly;*

- 34.3 *The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.*

- 34.4 *Further, the Contract shall be considered as having been terminated:*

34.4.1 *where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or*

34.4.2 *if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.*

- 34.5 *Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:*

34.5.1 *The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.*

34.5.2 *Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.*

34.5.3 *The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.*

35. DISPUTE RESOLUTION

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

36. GENERAL

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

37. DOMICILIUM CITANDI ET EXECUTANDI

- 37.1** *The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.*

37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.

37.3 Any notice in terms of the conditions of the Agreement must either be:

37.3.1 delivered by hand during normal business hours of the recipient; or

37.3.2 sent by prepaid registered post to the address chosen by the addressee.

37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:

37.4.1 if hand-delivered on the date of delivery;

37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.

37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.

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

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: GQET-25/26-033

Bid/ Project Description: SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA

SUBSECTION 1 : GENERAL INFORMATION

DOCUMENTATION

The Department of Public Works proposes to maintain for a period of 36 months the existing kitchen equipment, laundry equipment, sterilising equipment, hot water heat pumps, LP Gas installations, kitchen ventilation/canopy installations, cold water storage tanks and water treatment systems and at various state premises in the East London and surrounding area. The complete scope of the Engineering Works is described in the documents listed on the contents page of this volume.

This Part (C3) contains the engineering specifications and schedules of quantities for the Engineering Works which shall be read in conjunction with the balance of the contract documentation including the Conditions of Contract.

The several parts forming this Part C3 function in the following manner.

Part C3.1 : Project or Supplementary Specification : Subsection one : Describes the scope of the installations and particular requirements for the construction of the Engineering Works and must be read in conjunction with the standard Specifications and the Schedule of Quantities. Subsection 1 provides certain supporting information related to the project.

Subsection 2 describes the scope of the Works by means of particular specifications for measured work.

The specification reference corresponds with the Schedule of Quantities reference (refer to the Preamble to the schedules Part C2.2).

References to the general and technical clauses of Part 2 and 3 or other documents are shown in brackets thus {...}. Such references shall, however, not be construed as being exclusive or comprehensive and it remains the Contractor's responsibility to make reference to such other specifications, standard or statute as relevant and necessary.

Part C3.2 : General Requirements : Includes the relevant portions of Departmental Standard Specifications. The contractor shall be responsible for referencing the correct & complete standard specifications, notwithstanding any references in the text of this document or specific clauses included in this part of the document.

Part C3.3 : Technical Requirements : Includes reference to the relevant portions of the Departmental Standard technical specifications. The contractor shall be responsible for referencing the correct & complete standard specifications, notwithstanding any references in the text of this document or specific clauses included in this part of the document.

Part C3.4 : Plant schedules and record & reporting documents

SITE INFORMATION

General

The sites of the proposed engineering works for this project are located at the premises listed in Part C3.4 paragraphs 1.1 to 1.5. The facilities are occupied by various Client Departments.

Environmental Conditions

Environmental statistics for East London and surrounding area may be obtained from the SA Weather Office.

Electricity Supply

The permanent supply parameters are : 400/230V 50Hz.

Supplier : The relevant local Municipality or Eskom.

Electricity for the Works : Refer to **Facilities**.

Water supply

The water supply to the property is generally provided by the local Municipality.

Gas supply

The gas supply is provided by the Client Department; maintenance and repairs are included in the scope of works excluding the supply of bottled gas. The Contractor is to have portable bottled gas available at each service to use for testing and servicing purposes in the event that no gas supply is available on site when the Contractor is carrying out maintenance.

Steam supply and condensate disposal

The steam supply and condensate disposal system are provided by the Client Department; maintenance and repair work to the components forming part of the equipment are included in the scope of works

Existing Equipment

The schedules of existing equipment is presented in Part C3.4 paragraphs 2.1 to 2.2. The schedules are not complete nor accurate and must be used only for guideline purposes to assist the contractor in ascertaining what type of equipment they will be required to maintain.

STANDARD SPECIFICATIONS

The specifications make reference to certain national and international standard specifications as well as the standard specifications published by the Department of Public Works. Such specifications are not issued with this document but may be obtained from the relevant source. Source details for DPW documents are stated in the preambles to Part C3. 2 / contents & Part C3.3 / contents.

The Contractor shall be entirely responsible for referencing all relevant standard specifications of the DPW, SANS or other applicable published standard whether such standard is referenced in this document or not and ensuring compliance of the Engineering Works therewith. The references in this document to standard specifications shall not be construed as being limiting, and are given merely as a guide for basic reference. Where SABS is stated, the applicable SANS shall apply.

SUBSECTION 2 : ENGINEERING MAINTENANCE WORKS

1. GENERAL ITEMS

1.1 CONDITIONS OF CONTRACT

1.1.1 Scope

The Contractor shall comply with the obligations and requirements of the Agreement and Contract Data (DPW 05EC) documents contained in Part C1 including the General Conditions of Contract 2004 (GCC 2004).

The Contractor shall allow for all the responsibilities and obligations in terms of the conditions of contract and contract data, including:

- Risks, costs and obligations in terms of the General Conditions of Contract, the Contract Data and of the standardised specifications, except where provision is made in the Project Specifications to cover compensation for any of these items.
- Head office and site overheads and supervision.
- Profit and financing costs.
- Sureties, employment related expenses, statutory expenses.
- Indemnities & insurances : Particular reference shall be made to clauses 33 and 35 of the Contract Data (DPW-05EC). The contractor will only be permitted to perform work on the site if a valid insurance policy document and proof of cover or premium payment have been submitted and approved.
- The Contractor shall maintain current registration and have paid the necessary fees to the Compensation Commissioner in compliance with the Compensation for Occupational Injuries and Diseases Act, 1993 (COID). The contractor will only be permitted to perform work on any site if a valid Letter of Good Standing issued by the Compensation Commissioner has been submitted and approved.
- A detailed program for the execution of the maintenance at all equipment for the whole of the contract period, listing all equipment, its location and fixed dates of maintenance. The contractor will be required to comply with the program at all times.
- Expenses of a general preliminary and general nature not specifically related to any item or items of permanent or temporary work.

1.1.2 Measurement

Fixed or time or value related sums for the stated items.

(a) Fixed

A sum that is not subject to adjustment as defined in the GCC 2004 clause 46.1.

(b) Time Related

A sum that is proportionately adjustable in accordance with the Time for Completion and any extension of the Time for Completion.

(c) Value Related

A sum that is proportionately adjustable in accordance with the value of the contract excluding the total of all amounts included under clause 1.1 of Sub-Section 2 (Preliminary & General Items).

1.1.3 Payment

- a) Fixed : interim payment as evaluated by the Department Rep./Engineers
- b) Time related : In proportion to the elapsed time of the contract period.
- c) Value related : In proportion to the value certified for payment.

1.2. FACILITIES

The following facilities shall be provided by the contractor for the duration of the contract.

1.2.1 Administrative Facilities, Equipment and Materials

The following administrative facilities shall be provided.

1.2.1.1 Site Instruction Book

A4 carbon paper multiple copy book to be obtained from the DPW Project Manager to whom the book shall be returned on completion. The contractor shall supply carbon paper.

1.2.1.2 Communications Facilities

Telephone (landline), fax (landline) & email services shall be provided at the contractor's offices. Such facilities shall be reliable since instructions, drawings and documents will be issued electronically to the Contractor.

1.2.1.3 Electricity & Water for the Works

The employer will allow the use of water and electricity for construction free of charge. The contractor shall provide suitable temporary facilities such as electricity extension cables, water hoses & water containers as necessary while work is being performed.

1.2.1.4 Measurement

Administrative facilities, etc : Time related sum

1.2.2 Signage

1.2.2.1 Scope

Display signs shall be erected at each facility fixed to the wall of each room in which equipment is being maintained under this contract. The signs shall be metal rigid engraved signs of A3 size and contain the following information in an approved legible format:

- Contract number
- This equipment is being maintained by Contractor's name, telephone number.
- Contract Period
- Fault reporting telephone number
- Name of Department Rep./Engineers

On completion of the contract the sign shall be removed and any holes filled & sealed or painted as appropriate.

1.2.2.2 Measurement

Signage: Number of signs installed.

1.3 SAFETY

{Normative Reference Part C3.2 : Occupational Health & safety}

1.3.1 Scope

The Contractor shall comply with the requirements of the Health & Safety Specification referenced above.

The Department Rep./Engineers has been appointed the Agent of the Employer.

The contractor shall refer to the Site information sub-section 1 and the specifications describing the scope of the Engineering Works, for information about the type of environment in which the work is

to be executed. Notwithstanding anything stated in this document the contractor shall be responsible for determining the safety requirements of each site.

The premises in which the equipment is situated will be occupied and used by staff during the contract period. Working areas shall therefore be demarcated by means of suitable signs and warning tape which shall be removed on completion of work.

Work in building interiors with gas torches or welding machines for joining pipework shall be executed with care and temporary protection for any adjacent timber, ceiling, tile roof or other flammable material shall be employed. A dry powder fire extinguisher shall be provided by the contractor in the immediate vicinity of any work involving flame or electric arc.

1.3.2 Health & Safety Plan

A comprehensive H&S Plan shall be prepared and submitted for approval. A copy shall be available in the contractor's vehicle when attending any site to perform maintenance work. Asbestos risk analysis (where applicable) & safe work procedures shall be included as necessary.

1.3.3 Safety Officer :

An employee trained as required by the OHS Act shall be appointed for the duration of the contract period. The item shall allow for the costs of such officer during the period in which the safety officer's functions are performed.

1.3.4 First Aid Kit

A comprehensive Regulation 3 first aid kit shall be readily available in the contractor's vehicle when attending any site to perform maintenance work.

The following table gives the minimum contents of a First Aid Box.

Item 1	Wound cleaner / antiseptic (100ml)
Item 2	Swabs for cleaning wounds
Item 3	Cotton wool for padding (100g)
Item 4	Sterile gauze (minimum quantity 10)
Item 5	1 pair of forceps (for splinters)
Item 6	1 pair of scissors (minimum size 100mm)
Item 7	1 set of safety pins
Item 8	4 triangular bandages
Item 9	4 roller bandages (75mm x 5m)
Item 10	4 roller bandages (100mm x 5m)
Item 11	1 roll of elastic adhesive (25mm x 3m)
Item 12	1 Non-allergenic adhesive strip (25mm x 3m)
Item 13	1 Packet of adhesive dressing strips (minimum quantity 10 assorted sizes)
Item 14	4 First aid dressing (75mm x 100mm)
Item 15	4 First aid dressings (150mm x 200mm)
Item 16	2 Straight splints
Item 17	2 Pairs large and 2 pairs medium disposable latex gloves
Item 18	2 CPR mouth pieces or similar devices

1.3.5 Safety Meetings

Such meetings shall be at monthly intervals. The safety officer shall chair the meeting and keep written records of the proceedings. A copy of the records of each meeting shall be submitted to the Department Rep./Engineers. The engineer or representative may attend the meetings for which written notice shall be issued.

1.3.6 Balance of Safety Related Items

The contractor shall provide for the balance of safety related items such as temporary marking, barriers, protective equipment and clothing, working with care, etc.

1.3.7 Measurement

Fixed or time related sums by item stated.

1.3.8 Payment

In proportion to elapsed time of the contract period.

1.4. ENGINEERING WORKS

1.4.1 Scope

The scope of the Works described in this document shall include the complete servicing and maintenance of existing kitchen equipment, laundry equipment, sterilising equipment, hot water heat pumps, LP Gas installations, kitchen ventilation/canopy installations, cold water storage tanks and water treatment systems and guaranteeing free of defects for the full maintenance period of the complete installations specified comprising the following principal entities which are described under each section of the Project Specification, Part C3.1.

Equipment listed hereafter and in Part C3.4 forms the scope of the Engineering Works.

1.4.2 Purpose of the Proposed Engineering Works

The purpose of the maintenance project is to ensure that the kitchen equipment, laundry equipment, sterilising equipment, hot water heat pumps, LP Gas installations, kitchen ventilation/canopy installations, cold water storage tanks and water treatment systems are capable of delivering the required performance as and when required during time of use or of operation.

1.4.3 Supervision and Management

The contractor shall supervise and manage the scope of work and provide everything necessary for the complete maintenance of the equipment whether described in precise detail or not. Such supervision and management shall include periodic inspections of the sites to check that the installation work complies with the specifications and instructions, attendance at site meetings and inspections as necessary or required. This item shall include allowances for construction tools specific to the installations and all relevant provisions. Arrangements shall be made with the occupants of buildings regarding access to the premises in order to execute the required services.

All electrical work shall be performed by subcontractors or employees who are registered or licensed, as required by legal statute. Copies of registration or licence documents shall be submitted on instruction of this project. Electrical testers for single phase do not comply with this requirement. A registered electrician and suitably skilled personnel shall be available to carry out any emergency repair work on a 24 hours basis including week-ends and public holidays.

The Contractor shall provide at his own cost a supply of Job Cards in accordance with the example included herein. The Job Card must be completed legibly in ink after completion of each service. In addition to the original completed Job Card submitted with the account, the contractor must submit a copy of the Job Card to the User Department for audit purposes.

1.4.4 Measurement

Time related sum.

1.4.5 Accommodation of Tenants (Client) Departments

Staff of the tenant (Client) Department's will be present on the site during the maintenance period and will be using equipment. Such presence shall be respected without interference nor shall the operation of the facilities in which equipment is being maintained or repaired be affected in any way. Where it is necessary to isolate any electrical services or steam supplies or water supplies or gas supplies specific arrangements shall be made with the Client Department & confirmed in writing to the Department Rep./Engineers.

1.4.6 Measurement

Time related sum.

1.4.7 Access Control & Identity of Staff

The User Departments maintain various levels of access control systems at the entrances to the sites and at the facilities on the site. It may not always be possible to gain entry to such areas upon arrival and delays can occur. In certain areas Contractor's may require escorting by User Department staff. The Contractor shall comply with the requirements and instructions of such staff at all times. The Contractor shall bear the sole responsibility for arranging access to the sites as necessary.

The contractor shall maintain a daily schedule of employees at each site including time of entry to the site and any specific facility. Each employee shall display a company identity card with name, company and photograph. Working garments (not orange in colour) shall identify the contractor.

Should the work fall within a security area, the contractor must obtain, either from SA National Defence Force (SANDF) or the SA Police Services (SAPS) or SA Department of Correctional Services (SADCS) or the Department of Justice (DoJ) or the Deeds Office (DEEDS), access cards for his personnel and employees who work within such an area. The contractor must comply with any regulations or instructions issued from time to time, concerning the safety of persons and property by the SANDF or SAPS or SADCS or DoJ or DEEDS.

The Department or the Chief of the SANDF or the Commissioner of the SAPS or the Commissioner of Correctional Services or the Chief Magistrate DoJ or the Chief Surveyor DEEDS may require the Contractor to have his personnel or a certain number of them security classified.

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

1.4.8 Measurement

Time related sum.

1.4.9 Rubbish and Waste Management

All rubbish and waste arising from the work must be removed and the site and buildings left clean and tidy.

Waste oil including items such as used filters shall be disposed of in an environmentally safe manner in accordance with the requirements of the Environmental Management Act, National Environmental Management: Waste Act, the Occupational Health and Safety Act and any other applicable legislation or by-laws; the disposal records indicating volume, mode and place of disposal shall be submitted to the Department Rep./Engineers for safe keeping.

All hazardous waste materials will be disposed of in compliance with the applicable sections of the Environmental Management Act, National environmental Management: Waste Act, the Occupational Health and Safety Act and any other applicable legislation or by-laws.

1.4.10 Measurement

Time related sum.

1.4.11 Plant and Equipment

The contractor is required to have sufficient plant and equipment, including lifting equipment, scaffolding, etc. to perform the work set out in this document.

1.4.12 Measurement

Fixed or time related sums by item stated.

1.5 VERIFY EXISTING INSTALLATIONS

1.5.1 Scope

During the first visit to each site the contractor is expected to verify the list and condition assessment of all equipment that is at the Client site and which is to be included in this contract whether listed in this document or not. The lists are attached to this document. The report includes a list of all equipment, serial and model numbers, date of manufacture and operational condition. If sites are added that currently is not listed the contractor will complete the said list.

Prior to visiting any site the contractor shall submit to the Department Rep./Engineers a programme for approval which will include dates and times for each of the first visits to the various sites.

The report formats will be as detailed in Part C2.2

Condition assessments and inspections will not be required for facilities undergoing other capital works until the equipment guarantees have expired in the instance of capital works.

1.5.2 Purpose of the Inspections

It is necessary to establish an accurate register of equipment to be maintained and the condition of the equipment in use to determine its remaining useful life and the extent of repair work required if any.

1.5.3 Measurement

Sum per facility. Transport is elsewhere measured which shall be excluded from this item.

1.6 CONTRACTOR'S DRAWINGS & EQUIPMENT SPECIFICATIONS

1.6.1 Scope

Such drawings and/or documents for new and replacement equipment or components where required or necessary shall be submitted for record purposes. Documents for electrical equipment shall include full wiring diagrams and component schedules which are suitable for incorporation into the O&M Manuals.

1.6.2 Particulars of Equipment & Materials

All equipment new & replacement shall be selected with due regard to the installation site conditions

Equipment shall at all times be selected to operate within the limits recommended by the particular manufacturer.

Where equipment will be required to operate at conditions deviating from the manufacturer's standard selection tables, re-rating shall be performed strictly in accordance with the manufacturer's methods.

Product references, where given in this document, shall be taken merely as a guide to product selection, notwithstanding which, all equipment and materials shall comply fully with the specifications.

1.6.3 Material of Equal Quality

Replacement parts, spares and materials used shall be of equal specification to the component that is being replaced and must where possible carry the SANS mark of approval, but can be of a different size if specifically required by the Department. If such equivalent component is not available, then the alternative component must be approved by the Department Rep./Engineers prior to installation.

A representative of the “user” department must sign for spares that have been used in the execution of services and details entered on the Job Cards.

The serial numbers of original and new components shall be entered on job cards and invoices presented for payment. The guarantee cards for items must also be attached to job cards.

Typical components that may require replacement and to which a generic quality specification applies over and above any specific compliance requirements are as follows:

- all replacement resistance immersion type heating elements shall be to SANS 514 of Incolloy 825
- all valve wheels shall be of the cast aluminium or forged steel type
- all replacement brass valves must be of non-dizinchifiable brass
- all steam traps must be with stainless steel internals
- all steam isolating valves up to 50DN shall be PN16 of bronze with replaceable/renewable seats
- all steam non return valves shall be PN 16 of bronze lift check type
- all steam strainers up to 50DN shall be PN 16 of stainless steel with brass housing
- all steam condensate isolating valves shall be PN 16 of the gate type
- all ball valves shall be PN 16 of the brass nickel plated type with stainless steel ball, PTFE seat and corrosion resistant valve handle or alternately PN16 of the three piece stainless steel type
- all pipe holder bats shall be of cast brass or cast aluminium alloy
- all taps and water fittings shall be of the heavy pattern type
- all flexible piping for water or steam shall be of the stainless steel braided type with at least one swivel end
- all unions used for steam or steam condensate piping shall be of the soft seat naval type
- all pipe work in steam heated equipment between the steam isolating valve and condensate isolating valve shall be of stainless steel
- all insulation for steam or condensate piping shall be of preformed rock-wool with aluminium cladding
- all circulating pumps in hot water systems or hot water heat pumps that are not proprietary items shall be provided with day light between pump seal and motor seal
- all flexible piping for gas installations shall be of the reinforced type with at least one swivel end
- jubilee clips will not be used on any flexible gas piping
- all gas piping will only be copper to SANS 460 Class 2
- all LP Gas regulators shall comply with SANS 1237

1.6.4 Measurement

Included in cost of equipment

1.7 HAZARDOUS MATERIAL REMOVAL

1.7.1 Normative Reference

Occupational Health & Safety Act 1993 (No.85 of 1993 as amended) : Asbestos Regulations
Environmental Management Act 1998 (No. 107 of 1998 as amended)
National Environmental Management: Waste Act 2008 (No 59 of 2008)
By-laws

1.7.2 Scope : Insulation and Pipe Lagging

Certain plant may be fitted with asbestos fibre based insulation and/or lagging inside covers and over pipelines. In such instances the existing insulation and/or lagging shall be removed completely and the cover or pipe system cleaned of all vestiges of the old lagging prior to fitting new insulation and/or lagging.

Risk analysis & safe work procedures relating to all asbestos work shall be included in the Health & Safety Plan as elsewhere measured.

Materials containing asbestos are extremely hazardous to personal health and shall therefore be handled in terms of the Asbestos Regulations.

All handling of asbestos based lagging shall be executed by an authorised person/s complying with the requirements of the Asbestos Regulations clause 5(1). The certificate of the said authorised person/s shall be submitted to the Department Rep./Engineers. The certificate shall remain valid for the entire period during which the said person/s is/are performing work on hazardous material. Allowance shall be made for everything necessary including but not limited to safety containers, protective clothing, signs, tools & complete decontamination upon the removal of samples or bulk lagging.

All the lagging on each affected plant shall be removed and safely disposed in terms of the Asbestos regulations. A disposal certificate shall be submitted on completion of all removals. The waste from individual plant shall be safely stored until such time as the removal of asbestos material from all plant has been completed such that one bulk disposal can be made.

1.7.3 Measurement

Transport is elsewhere measured which shall be excluded from the following items.

1.7.4 Removal : The following units will be used to quantify the removal of asbestos as per the discretion of the Department Rep./Engineers where applicable:

Area (kg) of sheets removed from panelling and doors.

Linear length (kg) of the pipe work from which the asbestos lagging has been removed with respect to the type of lagging, for example rope wound around the pipe or cylinder circumference or moulded lagging.

Mass (kg) of material removed.

1.7.5 Disposal : The following units will be used to quantify the disposal of asbestos as per the discretion of the Department Rep./Engineers where applicable: Area (kg), Linear length (kg) and Mass (kg)

Unit of material actually disposed of including samples & used parts. The unit shall be recorded by the contractor & submitted for measurement and payment. The unit shall be the net unit of asbestos based material only excluding containers, liquid, etc. The provision of a disposal certificate shall be included.

2. BUILDING & GENERAL WORK

2.1 GENERAL SCOPE

Maintenance and repair work to the buildings in which the equipment is accommodated do not form part of this contract however some building work may be required as part of the maintenance and repair work of equipment. The relevant schedules shall be completed at every maintenance visit and submitted for record & payment.

2.2 PAINTING & SURFACE COATINGS : BUILDINGS

2.2.1 Scope

Where instructed walls, floor and timber structures shall be refinished using approved proprietary products. The finish shall provide full cover and consistent colour. Surface coatings shall be applied complete with appropriate primer, undercoat and finishing coats all in accordance with the manufacturer's specifications.

Surfaces shall be prepared by filling minor cracks & imperfections, removing all loose paint and dust, washing with detergent and rinsing in accordance with the coating manufacturer's specifications. Coatings shall be applied in accordance with the coating manufacturer's specifications.

2.2.2 Particulars

Preparation of Surface as specified:

- | | | | | |
|---------------------------|---|-------------------------|---|--------|
| - on new plaster & filler | : | Alkali resistant primer | : | 1 coat |
| - on steel window frames | : | Self-etch metal primer | : | 1 coat |
| - Undercoat | : | Universal white | : | 1 coat |

Finishing coats on the following surfaces:

- Walls (plaster) : Pure acrylic paint min 2 coats.
- Floor screed : Four component self-levelling solvent free seamless epoxy coating, 3mm thickness.
- Floor screed : Standard epoxy coating single or two part without self-levelling properties
- Steel window frames : Enamel gloss min 2 coats
- Varnished timber : Sand to remove all loose & deteriorated varnish. Apply timber re-conditioner & wash prior to applying four coats of UV resistant varnish.

2.2.3 Measurement

Area covered for complete coating system including preparation, primer undercoat and finishing coats. Plaster and screed repairs included but measured separately, tiling repairs excluded. Timber structures shall include doors & window frames.

2.3 PAINTING & SURFACE COATINGS : EQUIPMENT

2.3.1 Scope

Where instructed equipment framework or components shall be refinished using approved proprietary products. The finish shall provide full cover and consistent colour. Surface coatings shall be applied complete with appropriate primer, undercoat and finishing coats all in accordance with the manufacturer's specifications.

Surfaces shall be prepared by reducing to bare metal by wire brushing, sanding or chipping away all corrosion products, removing all loose paint and dust, washing and rinsing in accordance with the coating manufacturer's specifications. Coatings shall be applied in accordance with the coating manufacturer's specifications.

2.3.2 Particulars

Preparation of surface as specified:

- on new and existing metal : Self-etching water based metal primer with rust converter : 1 coat
(primer coat to be of a different colour to overcoats)

Finishing coats:

- on new and existing metal : Water based epoxy enamel gloss min 2 coats

Where components are exposed to heat the primer and finishing paint used for the application must be of the heat resisting type.

Where components are finished with a hammertone type finish only touch up will be required.

All components that are stove enamelled shall be touched up with a proprietary touch up kit unless the surface damage and corrosion are wide spread in which case the entire component shall be removed from site and recoated using a baked on enamelling process to produce an identical surface finish.

Components or equipment that is repaired and repainted off site can be spray painted provided the finish obtained is of the baked and scratch fast type.

Hot water tanks shall be repaired as follows (internally and externally):

- hot dip galvanised tanks shall be treated and cleaned as described above and patch repaired using the repair kits available from the SA Hot Dip Galvanisers Association
- epoxy coated tanks whether hot dip galvanised or plain mild steel shall be repaired by removing all epoxy that has delaminated from the substrate and thereafter following the repair procedure above but over coating with suitable water resistant epoxy to match the existing finish

2.3.3 Measurement

Area covered for complete coating system including preparation, primer undercoat and finishing coats.

2.4 PREPARATION TO TILED FLOORS

2.4.1 Scope

Where instructed sections of tiled floors shall be refinished using approved proprietary products. The finish shall provide full cover and consistent colour. Surface preparation and application of tile adhesive, bonding liquids tiles and grout shall be done in accordance with the manufacturer's specifications.

Surfaces shall be prepared by reducing to bare structurally sound concrete by wire brushing or chipping away all tiles, adhesive and grout products, removing all loose objects and dust, washing and rinsing in accordance with the manufacturer's specifications. Floor primers, adhesives, additives, grout and tiles shall be applied in accordance with the manufacturer's specifications.

2.4.2 Particulars

Preparation of surface as specified:

- on prepared surface : Modified latex liquid primer applied by brush or roller.

Adhesive, tiles and grout:

- on primed surface : A latex based additive to be mixed into professional, rapid setting cementitious powder adhesive must be used to ensure water resistance, flexibility and bond strength of powder product. Non glazed NCI tiles to match existing floor coverage to be applied. Grout to be used must be designed to inhibit moisture ingress and prevent bacterial and fungal growth. Latex based additive to be added to grout and not water.

2.4.3 Measurement

Area covered for complete covering system including preparation, primer, additives, adhesive, tiles and grout.

2.5 PREPARATION TO FLOOR TRAPS AND GRIDS

2.5.1 Scope

Where instructed stainless steel floor traps and grids are to be replaced by approved proprietary products or repaired.

2.5.2 Particulars

Where floor traps are to be replaced the units must comply too the following specification.

Full flow floor traps complying with the following specification:

- A double water seal to ensure odour-free operation.
- Smooth surfaces for easy cleaning, minimum dirt collection and high flow rates.
- A large sludge box which retains all the coarse slurry.
- Easy to dismantle for cleaning.
- The discharge pipe is fully accessible once the drain has been dismantled.
- Flow Rate : 3 l/sec
- Load capacity : 1.500 kg
- Material Stainless Steel 304

2.5.3 Measurement

Per unit replaced including chopping out of existing, installing new and making good of floor finishes to which travelling costs are to be added (refer to 7.1 Dayworks).

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 7.1 Dayworks).

In the event of replacement on scheduled rates or if non-specified equipment is required a quotation basis (refer to 2.5.1 above).

3. KITCHEN EQUIPMENT

3.1 SCOPE SUMMARY

The tender involves the servicing and maintenance of kitchen equipment situated at National Government Facilities. The equipment and systems to be maintained under this contract are in use. The requirements for each service and service inspection are specified. The relevant schedules shall be completed at every maintenance visit and submitted for record & payment.

3.2 COOKING EQUIPMENT – ELECTRICALLY OPERATED

3.2.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The power supply cable from the wall mounted isolator, socket outlet including plug or from the DB into to the equipment control box shall be deemed to be part of the equipment to be maintained and serviced.

The water supply from any wall mounted isolating valve inclusive of all flexible tubing, auxiliary water isolating valves secondary pressure regulators inclusive of all piping, pipe fittings, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

Supply of cooking oil for fryers is excluded from this work as it is deemed to be covered under a separate agreement between the Client Department and a specialist supplier. Oil for oil jacketed pots is included in the cost of maintenance where/when it is specified to be replaced.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

All steam jacketed equipment requires valid Certificate of Continuance. Equipment that requires to be upgraded shall be transported to and from the factory for re-testing and re-certifying to comply with OHS Act and the equipment shall be provided with valid Pressure Test and Certificate of Conformity and/or Continuance.

3.2.2 Particulars

The type of equipment that is likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Atmospheric stationary cooking pot
- Tilting cooking pot/s with mixer (steam jacketed)
- Tilting cooking pot/s without mixer (steam jacketed)
- Phutu stationary pot (steam jacketed)
- Oil jacketed stationary cooking pot
- Combination convection and steaming oven
- Heavy duty solid top stove with oven
- Heavy duty solid top stove without oven
- Salamander
- Tilting frying pan
- Bain marie
- Hot water urn (3 phase)
- Deep fryer
- Frytop griddle

3.2.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 7.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 7.1 Dayworks).

In the event of replacement on a quotation basis (refer to 3.2.1 above).

3.3 COOKING EQUIPMENT – STEAM HEATED

3.3.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The steam supply from the equipment mounted main steam isolating valve and the condensate discharge from the equipment mounted condensate isolating valve downstream of the all equipment mounted steam traps inclusive of all piping pipe fittings, insulation, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

The water supply from any wall mounted isolating valve inclusive of all flexible tubing, auxiliary water isolating valves secondary pressure regulators inclusive of all piping pipe fittings, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

All steam jacketed equipment requires valid Certificate of Continuance. Equipment that requires to be upgraded shall be transported to and from the factory for re-testing and re-certifying to comply with OHS Act and the equipment shall be provided with valid Pressure Test and Certificate of Conformity and/or Continuance.

3.3.2 Particulars

The type of equipment that is likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Atmospheric stationary cooking pot
- Tilting cooking pot/s with mixer (steam jacketed)
- Tilting cooking pot/s without mixer (steam jacketed)
- Phutu stationary pot (steam jacketed)
- Steaming oven
- Bain marie
- Hot water urn

3.3.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 3.3.1 above).

3.4 COOKING EQUIPMENT – GAS HEATED

3.4.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The gas supply from the wall mounted gas isolating valve inclusive of all flexible gas tubing, auxiliary gas isolating valves secondary regulators inclusive of all piping pipe fittings, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

The water supply from any wall mounted isolating valve inclusive of all flexible tubing, auxiliary water isolating valves secondary pressure regulators inclusive of all piping pipe fittings, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

Oil for fryers is excluded from this work as it is deemed to be covered under a separate agreement between the Client Department and a specialist supplier. Oil for oil jacketed pots and is included in the cost of maintenance where/when it is specified to be replaced.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

3.4.2 Particulars

The type of equipment that is likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Oil jacketed stationary cooking pot
- Heavy duty solid top stove with oven
- Heavy duty solid top stove without oven

- Open burner gas stove with oven
- Open burner gas stove without oven
- Open burner gas boiling table
- Salamander
- Tilting frying pan
- Deep fryer
- Frytop griddle

3.4.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 3.4.1 above).

3.5 DISHWASHING EQUIPMENT – ELECTRICALLY OPERATED

3.5.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The power supply cable from the wall mounted isolator, socket outlet including plug or from the DB into the equipment control box shall be deemed to be part of the equipment to be maintained and serviced.

In all dishwashers provided with drying hoods the ductwork and exhaust air fan downstream of the hood discharge does not form part of this scope of works unless part of a proprietary supply/system.

The water supply from any wall mounted isolating valve inclusive of all flexible tubing, auxiliary water isolating valves secondary pressure regulators inclusive of all piping pipe fittings, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

Detergents and detergent dispensing equipment shall be covered under a separate agreement between a specialist supplier and the Client Department. Allowance is made under this contract for detergents and detergent dispensing equipment for maintenance and testing purposes.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

3.5.2 Particulars

The type of dishwashing equipment that is likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Commercial rack conveyor type dishwasher
- Commercial hood type dishwasher

3.5.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 3.5.1 above).

3.6 DISHWASHING EQUIPMENT – STEAM HEATED

3.6.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The steam supply from the equipment mounted main steam isolating valve and the condensate discharge from the equipment mounted condensate isolating valve downstream of the all equipment mounted steam traps inclusive of all piping pipe fittings, insulation, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

In all dishwashers provided with drying hoods the ductwork and exhaust air fan downstream of the hood discharge does not form part of this scope of works unless part of a proprietary supply/system.

The water supply from any wall mounted isolating valve inclusive of all flexible tubing, auxiliary water isolating valves secondary pressure regulators inclusive of all piping pipe fittings, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

Detergents and detergent dispensing equipment shall be covered under a separate agreement between a specialist supplier and the Client Department. Allowance is made under this contract for detergents and detergent dispensing equipment for maintenance and testing purposes.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

3.6.2 Particulars

The type of dishwashing equipment that is likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Commercial rack conveyor type dishwasher

3.6.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 3.6.1 above).

3.7 FOOD PREPARATION EQUIPMENT

3.7.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The power supply cable from the wall mounted isolator, socket outlet including plug or from the DB into to the equipment control box shall be deemed to be part of the equipment to be maintained and serviced.

The water supply from any wall mounted isolating valve inclusive of all flexible tubing, auxiliary water isolating valves secondary pressure regulators inclusive of all piping pipe fittings, supports and

brackets shall be deemed to be part of the equipment to be maintained and serviced.

The contractor must note that discharge of any refrigerant gas to atmosphere with an Ozone Depletion Index greater than 0 and a Global Warming Potential greater than 1 is strictly prohibited and deemed to be an illegal and unauthorised discharge and a punishable offence in terms of the Air Quality Management Act.

The contractor shall be required to keep accurate records of all refrigerant gas used by gas type, installation location, weight of gas used and date used.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

3.7.2 Particulars

The type of food preparation equipment that is likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Food processor / vegetable preparation machine
- Mixer - blender
- Potato peeler
- Meat band saw
- Polony slicer
- Whole loaf bread slicer
- Meat mincer
- Food waste disposer
- Bowl cutter
- Conveyor type toaster
- Mobile food warming cabinet
- Multi-pot / hot water thermos
- Platform scale
- Heavy duty can opener
- Potato chipper with bridge piece
- Shelving galvanised steel
- Shelving stainless steel
- Tubular dunnage rack stainless steel
- Pot rack stainless steel
- Mobile pot rack stainless steel
- Vegetable rack (plastic coated or plain galvanised)
- Mobile vegetable rack (plastic coated or plain galvanised)
- Mobile crockery rack (plastic coated or stainless steel)
- Plate and crockery rack (wall mounted)
- Dishwasher rack
- Mobile tray trolley
- Mobile tray and cutlery trolley
- Mobile meat mincer trolley
- Mobile dish clearing trolley
- Mobile waste bin trolley (kick-about)
- Single bowl pot sink
- Double bowl pot sink
- Single bowl preparation sink
- Double bowl preparation sink
- Double bowl vegetable sink
- Pre wash bridging sink c/w hand spray (dishwasher unit)

- Table plain
- Mobile table
- Table c/w splash back
- Table c/w splash back and shelf
- Dishwasher dump-table c/w scrape hole
- Dishwasher outlet table

3.7.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 3.7.1 above).

3.8 APPLIANCES

3.8.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The power supply cable from the wall mounted socket outlet including plug into to the equipment shall be deemed to be part of the equipment to be maintained and serviced.

The water supply from any wall mounted isolating valve inclusive of all flexible tubing, auxiliary water isolating valves secondary pressure regulators inclusive of all piping pipe fittings, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

The contractor must note that discharge of any refrigerant gas to atmosphere with an Ozone Depletion Index greater than 0 and a Global Warming Potential greater than 1 is strictly prohibited and deemed to be an illegal and unauthorised discharge and a punishable offence in terms of the Air Quality Management Act. The contractor shall be required to keep accurate records of all refrigerant gas used by gas type, installation location, weight of gas used and date used.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

3.8.2 Particulars

The type of appliances that are likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Stove – electric
- Stove – gas heated
- Food preparation equipment
- Water boiler / urn (single phase)
- Domestic instantaneous water boiler (wall mounted)
- Domestic dishwasher

3.8.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 3.8.1 above).

4. LAUNDRY EQUIPMENT

4.1 SCOPE SUMMARY

The tender involves the servicing and maintenance of laundry equipment situated at National Government Facilities. The equipment and systems to be maintained under this contract are in use. The requirements for each service and service inspection are specified. The relevant schedules shall be completed at every maintenance visit and submitted for record & payment.

4.2 LAUNDRY EQUIPMENT - ELECTRICALLY OPERATED

4.2.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The power supply cable from the wall mounted isolator, socket outlet including plug or from the DB into the equipment control box shall be deemed to be part of the equipment to be maintained and serviced.

The water supply from any wall mounted isolating valve inclusive of all flexible tubing, auxiliary water isolating valves secondary pressure regulators inclusive of all piping pipe fittings, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

Detergents and detergent dispensing equipment shall be covered under a separate agreement between a specialist supplier and the Client Department. Allowance is made under this contract for detergents and detergent dispensing equipment for maintenance and testing purposes

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

4.2.2 Particulars

The type of equipment that is likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Commercial washer
- Commercial washer extractor
- Commercial tumble dryer
- Commercial hydro extractor
- Commercial scissors press
- Commercial rotary press
- Commercial roll ironer

4.2.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 4.2.1 above).

4.3 LAUNDRY EQUIPMENT – STEAM HEATED

4.3.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The steam supply from the equipment mounted main steam isolating valve and the condensate discharge from the equipment mounted condensate isolating valve downstream of the all equipment mounted steam traps inclusive of all piping pipe fittings, insulation, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

The water supply from any wall mounted isolating valve inclusive of all flexible tubing, auxiliary water isolating valves secondary pressure regulators inclusive of all piping pipe fittings, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

Detergents and detergent dispensing equipment shall be covered under a separate agreement between a specialist supplier and the Client Department. Allowance is made under this contract for detergents and detergent dispensing equipment for maintenance and testing purposes

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

4.3.2 Particulars

The type of equipment that is likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Industrial washer
- Industrial washer extractor
- Industrial tumble dryer
- Industrial scissors press
- Industrial rotary press
- Industrial roll ironer

4.3.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 4.3.1 above).

4.4 APPLIANCES

4.4.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The power supply cable from the wall mounted socket outlet including plug to the equipment shall be deemed to be part of the equipment to be maintained and serviced.

The water supply from any wall mounted isolating valve inclusive of all flexible tubing, auxiliary water isolating valves secondary pressure regulators inclusive of all piping pipe fittings, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

4.4.2 Particulars

The type of appliances that are likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Domestic washing machine
- Domestic tumble dryer
- Domestic type scissors press
- Domestic hand iron

4.4.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 4.4.1 above).

4.5 ANCILLARY EQUIPMENT

4.5.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The power supply cable from the wall mounted isolator, socket outlet including plug or from the DB into the equipment control box shall be deemed to be part of the equipment to be maintained and serviced.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

4.5.2 Particulars

The type of equipment that is likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Air compressor, compressed air pipe work and controls
- Commercial hand ironing steam iron and ironing board
- Laundry trolley

4.5.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be

added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 4.5.1 above).

5. AUTOCLAVES AND STERILISING EQUIPMENT

5.1 SCOPE SUMMARY

The tender involves the servicing and maintenance of autoclaves and sterilising equipment situated at National Government Facilities. The equipment and systems to be maintained under this contract are in use. The requirements for each service and service inspection are specified. The relevant schedules shall be completed at every maintenance visit and submitted for record & payment.

5.2 AUTOCLAVES AND STERILISING EQUIPMENT - ELECTRICALLY OPERATED

5.2.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The power supply cable from the wall mounted isolator, socket outlet including plug or from the DB into the equipment control box shall be deemed to be part of the equipment to be maintained and serviced.

The water supply from any wall mounted isolating valve inclusive of all flexible tubing, auxiliary water isolating valves secondary pressure regulators inclusive of all piping pipe fittings, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

The water softening equipment and controls including and pressure raising equipment but excluding salt for the softener shall form part of the works.

Ethylene oxide sterilisers are excluded from the works.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

5.2.2 Particulars

The type of equipment that is likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Free standing autoclave and boiler high vacuum type
- Free standing autoclave and boiler downdraft type
- Dry heat steriliser
- Table top autoclave

5.2.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 5.2.1 above).

5.3 AUTOCLAVES AND STERILISING EQUIPMENT – STEAM HEATED

5.3.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The power supply cable from the wall mounted isolator, socket outlet including plug or from the DB into to the equipment control box shall be deemed to be part of the equipment to be maintained and serviced.

The steam supply from the equipment mounted main steam isolating valve and the condensate discharge from the equipment mounted condensate isolating valve downstream of the all equipment mounted steam traps inclusive of all piping pipe fittings, insulation, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

The water supply from any wall mounted isolating valve inclusive of all flexible tubing, auxiliary water isolating valves secondary pressure regulators inclusive of all piping pipe fittings, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

5.3.2 Particulars

The type of equipment that is likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Free standing autoclave high vacuum type

5.3.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 5.3.1 above).

5.4 ANCILLARY EQUIPMENT

5.4.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

5.4.2 Particulars

The type of equipment that is likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Autoclave external trolley
- Autoclave internal trolley
- Autoclave pack and instrument baskets

5.4.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 5.4.1 above).

In the event of replacement on a quotation basis (refer to 6.2.1 above).

6.3 PUMPS TANKS AND ANCILLARY EQUIPMENT

6.3.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The power supply cable from the wall mounted isolator, socket outlet including plug or from the DB into the equipment control box shall be deemed to be part of the equipment to be maintained and serviced.

All water supplies into the storage tanks, mains isolating valves and mains pressure reducing valves are excluded from the works. All tank mounted equipment and circuit isolating valves, gauges, piping pipe supports are part of the works.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

6.3.2 Particulars

The type of equipment that is likely to be required to be maintained consists of packaged equipment and is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- In line circulating pump
- Close coupled circulating pump
- Long coupled circulating pump
- Storage tank bare
- Storage tanks with standby electric water heating elements
- Non storage electric water heater/calorifier
- Hydrosphere / balder type surge / expansion tank
- Interconnecting pipework, pipework insulation, isolating valves, check valves, pressure operated safety valves, pressure and temperature operated safety valve, expansion relief valves pressure gauges, thermometers, thermostats, sight glasses, pipe supports and other line equipment

6.3.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 6.3.1 above).

7. LP GAS INSTALLATIONS

7.1 SCOPE SUMMARY

The tender involves the servicing and maintenance of LP Gas installations situated at National Government Facilities. The equipment and systems to be maintained under this contract are in use. The requirements for each service and service inspection are specified. The relevant schedules shall be completed at every maintenance visit and submitted for record & payment.

7.2 LP GAS INSTALLATIONS

7.2.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

7.2.2 Particulars

The installation after servicing and maintenance has been completed must comply in all respects with SANS 10087 and the OHS Vessels Under Pressure Regulations (refer to Regulation 17).

Only registered/authorised artisans/persons can be used to work on LP Gas installations. The contractor will supply the registration number of all staff members he intends using to carry out work on gas installations

Where Certificate of Conformity cannot be traced on the specific site the contractor will as part of the first inspection carry out a visual inspection and a leak test and issue a Certificate of Conformity for the specific installation after any/all reported faults have been rectified.

All LP Gas pipe work must be colour coded to identify the pipe content in accordance with SANS 10140 as applicable to the installation. Where required the contractor will be expected to touch up existing paint if the pipe work colour coding has become unidentifiable.

Gas pipelines required to be subjected to pressure test for certification of conformity shall each be tested with the supply shut off and the pressure held for not less than 24 hours. A chart recording shall be taken of the pressure for the full 24 hour period and attached to the Certificate of Conformity. There shall be no drop in pressure over the test period. The test shall be carried out in two stages as follows:

- High pressure test of mains with an Inert gas
- The mains shall be plugged pressurised and withhold a test pressure of 1035 kpa for 24 hours. An Inert Gas (e.g. Nitrogen) shall be used for pressurising the system. Note : Under no circumstances shall Oxygen be used.
- Low pressure test of complete system using LP Gas. The complete system shall be pressurised and tested with LP gas working pressure, over a period of one hour, using a manometer to register the pressure (before carrying out this test the system shall be bled to ensure that the whole system is LP gas filled).

Before any extension or alteration to a gas pipeline is undertaken the entire the pipe line shall be

isolated disconnected from the cylinder manifold and evacuated. The completed extension shall be tested as specified above.

Warning notices should be conspicuously exhibited on all storage installations a notice in red letters of not less than 100mm high and in 25mm stroke lettering on a white background, with the international 'No Smoking' sign and the words "NO SMOKING - NO NAKED LIGHTS – AKU TSHAYWA" and the equivalent thereof, painted or printed thereon. The notice shall not be more than 3m above the ground and is to be in a clear and legible condition. Where the notices are illegible or missing the contractor will be required to replace them.

The supply of cylinders shall not form part of this contract. Allowance will however be made under this contract for the contractor to have a charged cylinder available for maintenance and testing purposes if gas is not available on site.

Where missing the contractor will be required to supply and install in the gas store an approved hot dip galvanised bottle rack c/w holding chains.

7.2.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 9.3.1 above).

8 . KITCHEN VENTILATION AND FUME EXTRACTION CANOPY INSTALLATIONS

8.1 SCOPE SUMMARY

The tender involves the servicing and maintenance of kitchen extract installations situated at National Government Facilities. The equipment and systems to be maintained under this contract are in use. The requirements for each service and service inspection are specified. The relevant schedules shall be completed at every maintenance visit and submitted for record & payment.

8.2 KITCHEN VENTILATION AND FUME EXTRACTION CANOPY INSTALLATIONS

8.2.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The power supply cable from the wall mounted isolator, socket outlet including plug or from the DB into to the equipment control box shall be deemed to be part of the equipment to be maintained and serviced.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

8.2.2 Particulars

The type of equipment that is likely to be required to be maintained consists of packaged equipment and is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Extractor canopy
- Extractor fan motor
- Filters

- Canopy lights

- Ducting and cabling
- Flushing and waterproofing

8.2.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 8.2.1 above).

9. COLD WATER STORAGE TANKS INSTALLATIONS NOT APPLICABLE

9.1 SCOPE SUMMARY

The tender involves the servicing and maintenance of cold water storage tanks installations situated at national Government Facilities. The equipment and systems to be maintained under this contract are in use. The requirements for each service and service inspection are specified. The relevant schedules shall be completed at every maintenance visit and submitted for record & payment.

9.2 COLD WATER STORAGE TANKS INSTALLATIONS

9.2.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

Cold water storage tanks supplied under this contract must conform to the following specifications:

- Manufactured from base polyethylene with pigment anti-oxidants and UV stabilizer.
- Minimum five year warranty.
- Manufactured from food grade raw materials.
- UV resistant, lined with a carbon black food safety accredited lining material to stop algae growth.
- The tanks must be equipped with a lid of minimum diameter 480mm, a 50/40mm diameter reducer inlet, 50/40mm diameter reducer overflow and a 40mm diameter outlet.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets in such a position as not to affect the integrity of the tank, i.e. above the overflow level..

9.2.2 Particulars

The type of equipment that is likely to be required to be maintained consists of packaged equipment and is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Vertical Tanks

9.2.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be

added (refer to 9.1 Dayworks).

In the event of replacement on scheduled rates or a quotation basis (refer to 9.2.1 above).

10. WATER TREATMENT EQUIPMENT NOT APPLICABLE

10.1 SCOPE SUMMARY

The tender involves the servicing and maintenance of water treatment equipment situated at National Government facilities. The equipment and systems to be maintained under this contract are in use. The requirements for each service and service inspection are specified. The relevant schedules shall be completed at every maintenance visit and submitted for record & payment.

10.2 WATER TREATMENT EQUIPMENT

10.2.1 Scope

The primary objective of this contract is to carry out regular preventative and routine maintenance to existing equipment and if required repair equipment which can be economically repaired. Should equipment be uneconomical to repair the Department reserves the right to call for quotations for its replacement over and above any prices which may be submitted by the tenderer.

The power supply cable from the wall mounted isolator, socket outlet including plug or from the DB into the equipment control box shall be deemed to be part of the equipment to be maintained and serviced.

The water supply from any wall mounted isolating valve inclusive of all flexible tubing, auxiliary water isolating valves secondary pressure regulators inclusive of all piping pipe fittings, supports and brackets shall be deemed to be part of the equipment to be maintained and serviced.

The water softening equipment and controls including and pressure raising equipment, including salt for the softener shall form part of the works.

All equipment shall be tagged with a scratch fast engraved aluminium asset label indicating the asset number; the label shall be approximately 30mm high by 90mm long of 1mm thick aluminium with a set of unique engraved letters and numbers. The label shall be affixed to the equipment with aluminium pop rivets.

10.2.2 Particulars

The type of equipment that is likely to be required to be maintained is as follows (the list is not necessarily comprehensive of all the equipment that is to be found at the various locations):

- Reverse Osmoses plant
- Water softener and pressure raising pump

10.2.3 Measurement

Per equipment item per service to which travelling costs are to be added (refer to 9.1 Dayworks).

Per asset label.

In the event of repair work on a day works and material basis to which travelling costs are to be added (refer to 9.1 Dayworks).

In the event of replacement on a quotation basis (refer to 10.2.1 above).

11. TESTING, COMMISSIONING & MAINTENANCE

11.1 OPERATING & MAINTENANCE (O&M) DOCUMENTS

11.1 Scope

Comprehensive supplementary O&M documentation will be required for any new components which have been installed or where equipment, circuits, panels etc have been altered or replaced in the course of the maintenance and servicing of the equipment.

Where alterations have been executed, complete schedules of approved components and wiring diagrams shall be included.

Draft copies of the documents shall be submitted to the Department Rep./Engineers for scrutiny and any necessary revisions shall be made prior to submission of multiple copies of the approved document. The final copies shall be submitted in a ring binder file or files divided into sections per affected plant. Three copies of the final O&M manuals are required.

11.2 Particulars

Manuals shall be bound in hardcover lever-arch files with plastic coatings. The files shall be clearly labelled on the front cover, as well as on the back band, with the following information:

- (i) The title "Operating and Maintenance Manuals"
- (ii) Name of the installation (as defined in Additional Specification SA: General Maintenance)
- (iii) Name of the contract and contract number
- (iv) The Contractor's name, address and contact telephone number and fax (logo optional)
- (v) Month and year in which the manuals are finally handed over to the Employer
- (vi) Name of the User Client

Pamphlets and bound leaflets/booklets from suppliers or manufacturers shall be placed in plastic pockets.

Drawings and diagrams larger than A3 shall be folded and placed in plastic pockets to be easily removed or stored.

The sections of the manuals specified below shall be clearly partitioned.

Cross-referencing between drawings/diagrams and text shall be in a clear and consequent format.

The Operating and Maintenance Manuals shall be supplied in English and an electronic copy of the final manual shall be handed to the Department Rep./Engineers upon approval of the operation and maintenance manual.

The documents will typically consist of the following:

TABLE OF CONTENTS

The table of contents shall appear on the second page and shall consist of the headings of the various sections in the manual and the relevant page numbers.

The table of contents shall essentially contain at least the following:

- 1. Introduction
 - 1.1 Scope of the manual
 - 1.2 General arrangement of the manual
 - 1.3 Description of equipment
 - 1.4 Specifications
- 2. List of drawings and diagrams

3. Parts and components

4. Operating procedures
5. Maintenance
 - 5.1 Purpose of maintenance
 - 5.2 Preventative maintenance
 - 5.3 Trouble-shooting
6. Breakdown maintenance and repair
7. List of Appendices.

INTRODUCTION

The introduction shall contain at least the following:

Scope of the manual

A summary shall explain the scope of the contents.

General arrangement of the manual

A brief description shall explain the way in which the manual is arranged.

Description of equipment

This section shall give a functional description of the complete equipment covered by the manual, including all systems and/or functional units deemed to form part thereof..

Specifications

A summary shall be given of the specifications applicable to the particular part of the Contract.

DRAWINGS AND DIAGRAMS

Mechanical flow diagrams (MFDs) and single line diagrams

Mechanical flow diagrams (for mechanical systems) or single line diagrams (for electrical systems) of the system and/or functional unit shall be included in the Operating and Maintenance Manuals for easy reference by the operators of the equipment. Diagrams shall be drawn not only for parts of the equipment that have been repaired, but also for the complete equipment, including all the components.

PARTS AND COMPONENTS

Equipment data sheets

A data sheet shall be drawn up for each piece of equipment and shall contain the following information:

- (a) Equipment tag number
- (b) Equipment description
- (c) Model/make/manufacturer
- (d) Supplier/Reconditioning details
- (e) Ordering details
- (f) Details of fixed components
- (g) Details of lubrication
- (h) Maintenance references (refer to supplier/reconditioning technical manual).

Technical equipment manuals

For each piece of equipment the following information shall be included in this section of the Operating and Maintenance Manuals:

- (a) the supplier or reconditioning manual and/or standards of operating and maintenance instructions;
- (b) illustrated parts breakdown and/or group assembly drawings as agreed with the Department Rep./Engineers;
- (c) parts lists and data sheets, including all characteristic curves for machines indicating

operation point, efficiency, power consumption, etc;

- (d) calibration charts, and
- (e) test certificates for hydraulic pressure tests, flame-proof grading, materials, non-destructive examinations, coating and lining details, etc.

Each detailed description shall be accompanied by a set of engineering drawings. From the drawings the functionality of each part or component used, as well as the special characteristics associated with the part or component shall be very clear.

Parts and components list

A detailed description shall specify all the parts and components used for the duration of the Contract. This description shall include new parts and components, as well as existing parts and components that have either been reconditioned or used as specified in the Contract.

The description shall state at least the part or component number, part or component name, the size of the part or component, an explanatory description, the quantity used, the material of which the part or component is made, the coating (if any), date of purchase, as well as any relevant remarks as to the application thereof.

Details of the manufacturer of the part or component shall also be listed. This shall at least state the name, address, telephone number, fax number and name of a contact person.

The supplier of the part or component shall also be stated and shall include at least the name, address, telephone number, fax number, name of a contact person and an alternative supplier (if available).

Drawings

Drawings shall contain a descriptive heading, an explanatory key and relevant comments. Drawings shall be done on a computer-aided design package approved by the Department Rep./Engineers.

A compound drawing for all subassemblies shall clearly indicate how and where the various parts fit in the subassembly. The compound drawing shall be linked to the equipment data sheets and parts and components list and shall clearly specify the parts or components used, their model numbers, their sizes and the quantities used. The compound drawings shall also be accompanied by a short description explaining the workings of the subassembly, as well as the assembly of the parts or components to complete the subassembly.

OPERATING PROCEDURES

The operating instructions shall be a step by step description of the manual start-up and shut-down procedure for every piece of equipment and/or process reconditioned, repaired or supplied with references to the MFDs. For automatic operation the operators shall be referred to the automatic control manual (if applicable).

The functioning of the equipment shall be clearly described, using a flow diagram depicting the interrelationships among the various subassemblies. The subassemblies shall be described by descriptive drawings.

Each mechanical or process flow diagram shall contain at least a heading, relevant comments and a key. Every subassembly shall also have its own flow diagram explaining the operation of the subassembly, as well as the application of each part and component. The application of the subassembly shall also be very clear. The flow diagram shall consist of at least a heading, relevant comments and an explanatory key.

A detailed description shall be given of all operational systems forming part of the installation, explaining the operation and functioning of the system and the number of operations personnel required for performing the operation successfully.

The preparations, which are required before the system can be operational, shall be clearly stated and explained.

The operation tasks shall be clearly explained with reference to dangerous situations that might occur. Hazardous operations shall be explained in great detail and cover all the applicable safety precautions.

MAINTENANCE

Purpose of maintenance

The maintenance process shall be explained and the main responsibilities described.

Preventative maintenance

A preventative maintenance and lubrication schedule shall be included in this section. This schedule shall be in table format and shall include a summary of all the maintenance actions required for each different system and/or functional unit covered by this manual, in order to give a single summary of all routine preventative maintenance actions required for the complete installation.

The schedule shall indicate daily, weekly, fortnightly, monthly and yearly maintenance actions. A lubrication schedule summary shall also be included under this section.

The frequency of routine preventative maintenance actions shall be indicated very clearly.

The Contractor shall provide the maintenance requirements as prescribed by the manufacturer. The type of maintenance shall be clearly indicated. The description of the maintenance to be performed shall include at least the part name, location of the part in either the assembly or subassembly, the model number, the quantity of the particular part or component to be maintained, the type of maintenance, and notes on the maintenance procedure.

A brief description shall accompany the maintenance schedule, indicating special tools to be used, maintenance and test equipment required for the test procedures. Any special tools necessary for maintenance shall be specified in terms of name, model, size, manufacturer, supplier (name, telephone number, fax number, contact person), coating (if any) and notes on the use of the equipment.

Remarks on the system readiness checks of each subassembly shall be explained in detail. Routine inspection and maintenance processes shall be described. It shall be very clear what needs to be done, how to perform the necessary task and any dangers that are present.

Trouble-shooting

An explanation shall be given to assist the maintenance personnel in analysing and resolving malfunctions that might occur. Various scenarios with possible causes and rectification procedures shall be explained.

The scenarios shall be accompanied by drawings indicating the position of the part that is faulty. Each of these drawings shall have a heading, comments and an explanatory key.

BREAKDOWN MAINTENANCE AND REPAIR

The Contractor shall describe the complete procedure to be followed in the event of a breakdown. It shall be very clear what the operating personnel should look for, how to eliminate any dangers due to the breakdown (egg electricity must be shut off in the event of problems with the wiring) and who should be contacted. The Contractor shall supply the names and telephone numbers of at least two contact persons who may be contacted in the event of a breakdown.

Repair instructions shall provide the maintenance personnel with detailed instructions for the removal and/or replacement of any item requiring replacement due to malfunctioning. Contact numbers shall also be given to assist maintenance personnel, should a breakdown occur.

The Contractor shall specify the actions expected of maintenance personnel in the event of a breakdown.

The Contractor shall also specify the testing procedures to be followed before the system can be put into operation again. Every procedure shall be described clearly and all the potential dangers pointed out, as well as the precautions that have to be taken.

The testing procedures shall be accompanied by drawings illustrating the process to be performed. Every drawing shall have a heading, comments and an explanatory key.

11.3 Measurement

Included in the new component or new equipment cost.

12. DAYWORKS & PROVISIONAL SUMS

12.1 DAY WORKS

12.1.1 Scope

Provide for certain works to be executed on the basis of Dayworks where specified or instructed. This item may only be utilised on the specific instruction of the Department Rep./Engineers. All overhead costs shall be included.

In the case of work provided for in terms of Provisional Sums the Contractor shall submit a detailed quotation prior to commencing work. The amount of the quotation shall not be exceeded without approval prior to completion of the work concerned. In the case of Transport for planned maintenance, a prior quotation is not required.

12.1.2 Measurement

Labour : Time (hrs) including the full cost of employment such as wages, transport (excluding authorised transport), insurances, subsistence, allowances, overheads, etc. Materials mark-up as a portion of proven materials cost e.g. 15% = 0,15.

The following classification of working hours shall be used in the calculation of labour time:

- from 07h00 to 17h00 Mondays to Fridays normal time multiplication factor = 1
- from 17h00 to 07h00 Mondays to Fridays after hours time multiplication factor = 1,5
- from 00h00 to 24h00 Saturdays after hours time multiplication factor = 1,5
- from 00h00 to 24h00 Sundays and Public Holidays multiplication factor = 2,0

Materials : An allowance for the cost of materials utilised in connection with work performed in terms of dayworks. The materials mark-up rate shall allow full compensation to the Contractor for quotation profit & attendance costs. The mark-up rate shall be given as a portion of the proven cost of the materials utilised, i.e. 15% must be entered as 0,15.

Transport : Authorised distance travelled measured in km, is separately quantified.

Vehicular transport measured in km between the reference location and the various sites at which services are performed will be determined on the basis of the following distance table. Transport between the contractor's head office and the reference location is not reimbursable, the costs thereof being an overhead for the contractor's own account. Where more than one service is performed on the same day in the same area transport costs will be calculated on actual distance travelled as defined in this measurement clause. The measured quantity in km is provisional to be adjusted as utilised. The distances travelled shall be recorded in a log book with odometer readings, date, origin & destination places. Logbook copies shall be submitted with the monthly job card claims.

Reference Location : Main Post Office, Govan Mbeki Avenue, City Centre, Port Elizabeth.

The following table illustrates an example of the method of measurement which shall be adopted in order to minimise travel costs. It is the Contractor's responsibility to ensure that all consumables, tools and spares are loaded in the transport for the sites to be visited to avoid the need to make an additional return to the depot during the day before the day's scheduled site visits are completed. Any such return journey shall be fully motivated and approved prior to the event.

Reference location to site A	8km
Site A to site B	1km
Site B to site C	2km
Site C to reference location	6km
Total Distance	17km

12.1.3 Payment

Payment will be subject to the submission of a detailed claim for materials utilised and transport, together with the monthly submission of job cards for maintenance & servicing or other tasks instructed to be performed in terms of dayworks. Payment claims shall include full details of the work performed with supporting materials invoices, close-out reports, labour time sheets & transport details with distance travelled log.

12.2 UNPLANNED MAINTENANCE

12.2.1 Scope

The Department operates a reporting system for any plant faults or breakdowns (complaints) which may occur.

Client or tenant department staff report such plant faults or breakdowns to the DPW call centre which will log the complaint and transmit it by fax to the Contractor.

The contractor shall respond to the complaint as necessary in accordance with the assigned priority level & the breakdown (complaint) shall be repaired as necessary to restore the plant to full operation in the minimum time. On completion of the complaint remedy the contractor shall complete a Job Card and submit to the Department Rep./Engineers with a copy to the facility concerned. The Contractor shall attach to the Job Card the following documents associated with the complaint:

- Copies of vendor tax invoices for materials used, each endorsed with the Complaint Number, the Contractor's stamp and the Contractor's original signature.
- Travel log sheet for travel exclusively incurred in attending to the Complaint. If the Complaint was repaired during a scheduled service visit to the plant concerned, then the travel log for the complaint shall be appropriately endorsed.
- Time sheets of staff who attended to the Complaint all stamped and endorsed with the Contractor's original signature.
- Further information which may be necessary or instructed.

The Department Rep./Engineers will be responsible for closing the call. The Contractor shall be responsible for obtaining the fax number of each facility and establishing to whom the said fax must be transmitted.

Should the contractor not be able to complete the required breakdown repair work within the maximum down-time period allowed, it shall be his responsibility to obtain extension of down-time

from the Department Rep./Engineers. The written report shall clearly state the reasons for the extension, as well as the actual extension required.

Extension of down-time will only be granted by the Department Rep./Engineers if;

- (a) The maximum down-time is unreasonable in relation to the scope of the repair work required.
- (b) The delivery time of a new component/subassembly/machine or spares required for the repair of the defective component/subassembly does not enable the contractor to successfully complete the repair work within the maximum breakdown down-time allowed.

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

12.2.2 Measurement & Payment

a) Breakdown Repair work :

Materials, labour & transport elsewhere measured under Dayworks.

12.2.3 Payment

Payment will be subject to the submission of detailed claims for materials utilised and transport, together with the submission of unplanned maintenance Job Cards. Payment claims shall include full details of the work performed with supporting materials invoices, Job Cards, labour time sheets & transport details with distance travelled log.

NOTE:

Replacement rates must include material and labour, but will exclude travel that is measured separately.

SECTION 1 OCCUPATIONAL HEALTH AND SAFETY

Definition : The “Principal Contractor” as defined in the Construction Regulations and used in this section of the specification shall mean the “Contractor” as defined in clause 1.1.8 of General Conditions of Contract 2004.

CONTENTS

1. Applicable legislation and regulations
2. Scope of work
3. The principle contractor’s general duties
4. The principle contractor’s specific duties
5. The principle contractor’s specific duties with regard to Hazardous work activities

1. APPLICABLE LEGISLATION AND REGULATIONS

This document was prepared to guide the Agent in the compilation of a Health and Safety Specification in terms of Sub-regulation 4(1)a of the Construction Regulation as published under Government Notice R.2003 of 18 July 2003. The content of this document or the fact it was made available for the use of the Agent will not relieve the Agent of any of his obligations in terms of the act.

The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) together with its applicable Regulations (“the Act”) forms part of this Health and Safety Specification. Any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned to it unless the context otherwise indicates

2. SCOPE OF WORK

All work forming part of this Contract is divided into installations. The repair work to be performed as part of an installation under this Contract mainly consists of the works described in the project specification C3.1.

3. THE PRINCIPAL CONTRACTOR’S GENERAL DUTIES

The Principal Contractor’s general duties in terms of this Health and Safety Specification are, but not limited to, the following:

- § Every Principal Contractor shall provide and maintain, as far as is reasonably practicable, a working environment that is safe and without risk to the health of his employees and other contractors.
- § Without derogating from the generality of a Principal Contractor’s duties under subsection (1), the matters to which those duties refer include in particular -
 - § the provision and maintenance of systems of work, plant and machinery that, as far as is reasonably practicable, are safe and without risks to health;
 - § taking such steps as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard to the safety or health of employees and other contractors, before resorting to personal protective equipment;
 - § making arrangements for ensuring, as far as is reasonably practicable, the safety and absence of risks to health in connection with the production, processing, use, handling, storage or transport of articles or substances;

- § establishing, as far as is reasonably practicable, what hazards to the health or safety of persons are attached to any work which is performed, any article or substance which is produced, processed, used, handled, stored or transported and any plant or machinery which is used in his business, and he shall, as far as is reasonably practicable, further establish what precautionary measures should be taken with respect to such work, article, substance, plant or machinery in order to protect the health and safety of persons, and he shall provide the necessary means to apply such precautionary measures;
- § providing such information, instructions, training and supervision as may be necessary to ensure, as far as is reasonably practicable, the health and safety at work of his employees and other contractors;
- § not permitting any employee or contractor to do any work or to produce, process, use, handle, store or transport any article or substance or to operate any plant or machinery, unless the precautionary measures contemplated in paragraphs (b) and (d), or any other precautionary measures which may be prescribed, have been taken;
- § taking all necessary measures to ensure that the requirements of this Health and Safety Specification are complied with by every person in his employment or on premises under his control where plant or machinery is used;
- § enforcing such measures as may be necessary in the interest of health and safety;
- § ensuring that work is performed and that plant or machinery is used under the general supervision of a person trained to understand the hazards associated with it and who have the authority to ensure that precautionary measures taken by the employer are implemented; and
- § causing all employees and other contractors to be informed regarding the scope of their authority as contemplated in section 37(1)(b) of the Act.

4. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of this Health and Safety Specification are specified in the Construction Regulation as published under Government Notice R. 2003 of 18 July 2003. (Hereinafter referred to as "Construction Regulation, 2003").

The Principal Contractor is specifically referred to the following subregulations of the Construction Regulation, 2003:

Subject	licable subregulation of the Construction Regulation, 2003.
Definitions	1
Scope of application	2
Notification of construction work	3
Principal Contractor and Contractor	5
Supervision of construction work	6
Risk assessment	7
Approved inspection authorities	29
Offences and penalties	30
Withdrawal of regulations	31
Short title	32

The Principal Contractor will acquaint himself with these duties and will make provision in his Contract price for the implementation and supervision of these duties.

5. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES WITH REGARD TO HAZARDOUS WORK OR ACTIVITIES

The following work or activities are defined as hazardous in terms of the Construction Regulations, 2003 and it is the duty of the Principal Contractor to ensure that the said work and activities are performed or carried out in terms of the relevant subregulations of the Construction Regulation, 2003 and other applicable Regulations.

Hazardous work or activity	Applicable subregulation of the Construction Regulation, 2003.	Other applicable Regulations
Fall protection	8	
Structures	9	
Formwork and support work	10	
Excavation	11	Precautionary measure as stipulated for confined spaces under the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.
Demolition work	12	Asbestos related work will be conducted in accordance with the Asbestos Regulations published under Government Notice R. 155 of 10 February 2002 as amended. Lead related work will be conducted in accordance with the Lead Regulations published under Government Notice R. 236 of 28 February 2002 as amended.
Tunnelling	13	Any tunnelling activities will comply with the Tunnelling Regulations published under the Mine Health and Safety Act, 1996 (Act No. 29 of 1996) as amended.
Scaffolding	14	Section 44 of the Act.
Suspended scaffolds	15	Section 44 of the Act.
Boatswains chairs	16	
Material hoists	17	
Batch plants	18	Precautionary measure as stipulated for confined spaces under the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.

Hazardous work or activity	Applicable subregulation of the Construction Regulation, 2003.	Other applicable Regulations
		The Principal Contractor will ensure that all lifting machines and lifting tackle used in the operation of batch plant complies with the requirements of the Driven Machinery Regulations as published under Government Notice R.295 of 26 February 1988, as amended. The Principal Contractor will ensure that all precautionary measures are adhered to regarding the usage of electrical equipment in explosive atmospheres when entering a silo, as stipulated in the Electrical Installation Regulations as published under Government Notice R.2271 of 11 October 1995, as amended.
Explosive powered tools	19	
Cranes	20	Applicable provisions of the Driven Machinery Regulations as published under Government Notice R.533 of 16 March 1990, as amended.
Construction vehicles	21	
Electrical installations and machinery on construction sites.	22	Applicable provisions in the Electrical Installation Regulations published under Government notice R.2920 of 23 October 1992 and the Electrical Machinery Regulations published under Government Notice R.1953 of 12 August 1988 respectively as amended.
Use and temporary storage of flammable liquids on construction sites.	23	Applicable provisions as stipulated in the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.
Water environments	24	
Housekeeping on construction sites.	25	Applicable provisions as stipulated in the Environmental Regulations for Works places published under Government Notice R.2281 of 16 October 1987, as amended.
Stacking and storage on construction sites.	26	Applicable provisions as stipulated in the General Safety Regulations published under Government Notice R.1031 of 30 May 1986, as amended.

Hazardous work or activity	Applicable subregulation of the Construction Regulation, 2003.	Other applicable Regulations
Fire precautions on construction sites.	27	Applicable provisions as stipulated in the Environmental Regulations for Works places published under Government Notice R.2281 of 16 October 1987, as amended.
Construction Welfare facilities	28	Applicable provisions as stipulated in the Facilities Regulations under Government Notice R.1593 of 12 August 1988, as amended.

1. STANDARD SPECIFICATIONS

1.1 PW 351 - STANDARD SPECIFICATION FOR KITCHEN EQUIPMENT

All new equipment that is intended to replace existing equipment shall comply with the provisions of PW351. Existing equipment that is repaired is expected to be repaired so that in the repaired state it complies with the applicable part of PW 351.

1.2 PW 354 - GENERAL ELECTRICAL SPECIFICATION PARTS A, B AND C

All new equipment that is intended to replace existing equipment shall comply with the provisions of PW354. Existing equipment that is repaired is expected to be repaired so that in the repaired state it complies with the applicable part of PW 354. Without derogating from the requirement for general compliance with PW 354 the specific parts of PW 354 which the contractor must in particular take into consideration are the following:

SECTION A:

A.1 Pre-Ambles to Standard Specification for Electrical Installations

SECTION B:

- B.1 Installation and Termination of Conduits and Conduit Accessories
- B.2 Installation of Wiring Channels, Underfloor Ducting And Power Skirting
- B.4 Fixing Materials
- B.5 Wiring
- B.6 Installation of Cables
- B.7 Installation of Light Switches and Socket-Outlets
- B.10 Connections to Equipment
- B.11 Earthing
- B.15 Inspections, Testing, Commissioning and Handing Over

SECTION C:

- C.1 Conduit and Conduit Accessories
- C.2 Wiring Channels, Underfloor Ducting and Power Skirting
- C.3 Cable Trays and Ladders
- C.4 Pvc-Insulated Cables 600/1 000 V Grade
- C.5 Glands for PVC-Insulated Cables
- C.6 Cable Terminations and Joints
- C.9 Wiring Terminals
- C.11 Unswitched and Switched Socket-Outlets
- C.13 Fixed Water Storage Heaters
- C.15 Busbars (Rising and Overhead for Voltages up to 1 kV)
- C.17 Switchboards (up to 1 kV)

C.20 Moulded-Case Circuit-Breakers

- C.21 Combination Fuse-Switch Units
- C.22 Cartridge Fuses and Fuse Holders
- C.23 Direct Acting Indicating Instruments
- C.24 Earth Leakage Relays
- C.25 Micro-Gap Switches
- C.26 Current Transformers
- C.27 Indicator Lights
- C.28 Triple Pole on-Load Isolators
- C.29 Rotary Cam Switches
- C.30 Time Switches and Photocells
- C.31 Contactors
- C.32 Push-Buttons and Push-Button Assemblies
- C.33 Indoor Surge Arrestors
- C.39 Standard Paint Specification

1.3 PW 371 - SPECIFICATION OF MATERIALS AND METHODS TO BE USED

All work must comply with the provisions of PW 371. Without derogating from the requirement for general compliance with PW 371 the specific parts of PW 371 which the contractor must in particular take into consideration are the following:

- SECTION 1 : Standard Conditions
- SECTION 13 : Metalwork
- SECTION 16 : Plumbing and Drainage
- SECTION 18 : Painting

1.4 STS 1 - Standard Specification for Air Conditioning and Ventilation Installations

All work on hot water heat pumps and associated equipment must comply with STS 1. Without derogating from the requirement for general compliance with STS 1 the specific parts of STS 1 which the contractor must in particular take into consideration are the following:

- SECTION 1 : General Requirements
- SECTION 2 : Maintenance and Servicing
- SECTION 3 : Technical Requirements - General
- SECTION 4 : Technical Requirements – Equipment and Materials
 - 4.2 : Fans
 - 4.3 : Electric Heaters
 - 4.5 : Cooling and Heating Coils
 - 4.6 : Heat Pumps
 - 4.18 : Screw Compressor Water Chillers
 - 4.19 : Scroll Compressor Water Chillers
 - 4.20 : Air Cooled Condensers
 - 4.22 : Water Cooled Condensers
 - 4.28 : Air Cooled Condensing Units
 - 4.29 : Refrigerant Circuits
 - 4.30 : Water Circuits and Accessories
 - 4.31 : Installation of Pipework and Ductwork
 - 4.32 : Pumps
 - 4.38 : Insulation
 - 4.39 : Automatic Control
 - 4.40 : Thermostats and Hygrostats

1.5 STS 2 - Standard Specification for Refrigeration Services

All work on hot water heat pumps and associated equipment must comply with STS 1 and where more stringent the requirements of STS 2. Without derogating from the requirement for general compliance with STS 1 and STS 2 the specific parts of STS 2 which the contractor must in particular take into consideration are the following:

- SECTION 1 : General Requirements
- SECTION 2 : Maintenance and Servicing
- SECTION 3 : Technical Requirements - General
- SECTION 4 : Technical Requirements – Equipment and Materials
 - 4.1 : Air Cooled Condensing Units
 - 4.2 : Water Cooled Condensing Units
 - 4.6 : Water Circuits and Accessories
 - 4.7 : Installation of Pipework and Ductwork
 - 4.8 : Pumps
 - 4.10 : Refrigerant Piping
 - 4.11 : Evaporation Blower Coil Unit
 - 4.19 : Controls
 - 4.20 : Standard Equipment

1.6 STS 3 - Standard Specification for Steam Boiler Installations

All work on steam heated equipment must comply with STS 3. Without derogating from the requirement for general compliance with STS 3 the specific parts of STS 3 which the contractor must in particular take into consideration are the following:

- SECTION 1 : General Requirements
- SECTION 2 : Maintenance and Servicing
- SECTION 3 : Technical Requirements - General
- SECTION 4 : Technical Requirements – Equipment and Materials
 - 4.1 : General
 - 4.11 : Pipework and Fittings for Working Pressure up to 1000 kPa
 - 4.12 : Thermal Insulation
 - 4.13 : Condensate Pipework
 - 4.21 : Steam Heated Hot Water Urns

1.7 STS 5 - Standard Specification for Electrical Installations and Electrical Equipment Pertaining to Mechanical Services

All new equipment that is intended to replace existing equipment shall comply with the provisions of STS 5 in addition to PW354 where STS 5 is more stringent than PW354. Existing equipment that is repaired is expected to be repaired so that in the repaired state it complies with the applicable part of PW 354 and/or STS 5.

1.8 SANS Standards

All new equipment that is intended to replace existing equipment shall comply with the provisions of the applicable SANS Standard. The following is list of some of the more relevant SANS standards or standards that have been adopted by STANSA as national standards. The list is not exhaustive and the onus remains on the contractor to ensure that all equipment is compliant.

- IEC 60320 Appliance couplers for household and similar general purposes
- IEC 60335 Household and similar electrical appliances - Safety
- IEC 60350 Electric cooking ranges, hobs, ovens and grills for household use
- IEC 60619 Electrically operated food preparation appliances - Methods for measuring the performance
- IEC 60730 Automatic electrical controls for household and similar use
- IEC 60884 Plugs and socket-outlets for household and similar purposes
- IEC 61058 Switches for appliances
- IEC 61770 Electric appliances connected to the water mains - Avoidance of back siphonage and failure of hose-sets
- IEC 61817 Household portable appliances for cooking, grilling and similar use - Methods of measuring performance
- IEC 62552 Household refrigerating appliances - Characteristics and test methods
- ISO 1081 Belt drives -- V-belts and V-ribbed belts, and corresponding grooved pulleys

	ISO 1604 Belt drives -- Endless wide V-belts for industrial speed-changers and groove profiles for corresponding pulleys
ISO 2928	Rubber hoses and hose assemblies for liquefied petroleum gas (LPG) in the liquid or gaseous phase and natural gas up to 25 bar (2,5 MPa) -- Specification
ISO 4183	Belt drives -- Classical and narrow V-belts -- Grooved pulleys
ISO 4184	Belt drives -- Classical and narrow V-belts
ISO 5290	Belt drives -- Grooved pulleys for joined narrow V-belts -- Groove sections 9N/J, 15N/J and 25N/J
ISO 5291	Belt drives -- Grooved pulleys for joined classical V-belts
ISO 5292	Belt drives -- V-belts and V-ribbed belts -- Calculation of power ratings
ISO 5296	Synchronous belt drives -- Belts
ISO 5388	Stationary air compressors -- Safety rules and code of practice
ISO 6134	Rubber hoses and hose assemblies for saturated steam -- Specification
ISO 6552	Automatic steam traps
ISO 8419	Belt drives -- Narrow V-belts -- Sections 9N/J, 15N/J and 25N/J
ISO 9398	Specifications for industrial laundry machines -- Definitions and testing of capacity and consumption characteristics
ISO 9980	Belt drives
ISO 9982	Belt drives -- Pulleys and V-ribbed belts for industrial applications
ISO 10472	Safety requirements for industrial laundry machinery
ISO 15348	Pipework -- Metal bellows expansion joints`
ISO 16528	Boilers and pressure vessels
ISO 23550	Safety and control devices for gas burners and gas-burning appliances -- General requirements
ISO 23551	Safety and control devices for gas burners and gas-burning appliances
ISO 23552	Safety and control devices for gas and/or oil burners and gas and/or oil appliances
CKS 677	Portable steam sterilizers for unwrapped instruments and utensils
SANS 40	Manually operated medium-vacuum sterilizers (autoclaves)
SANS 153	Electric stoves, cooking tops, ovens, grills, and similar appliances
SANS 154	Electric cooking plates and surface unit heaters
SANS 158	Electrical appliances for heating liquids
SANS 460	Plain-ended solid drawn copper tubes for potable water
SANS 974	Rubber joint rings
SANS 981	High-pressure down-draught steam sterilizers (autoclaves) (with independent steam supply)
SANS 982	High-pressure high-vacuum steam sterilizers (autoclaves)
SANS 1040	Pressure cookers for domestic use
SANS 1056	Ball valves
SANS 1062	Pressure and vacuum gauges
SANS 1237	Single-stage regulators for liquefied petroleum gas
SANS 1422	Domestic electric laundry treatment machines
SANS 1502	Microwave cooking appliances for domestic use
SANS 1530	Prefabricated panels for thermal insulation
SANS 1539	Appliances operating on liquefied petroleum gas - Safety aspects
SANS 10044	Welding
SANS 10087	The handling, storage, distribution and maintenance of liquefied petroleum gas in domestic, commercial, and industrial installations
SANS 10103	The measurement and rating of environmental noise with respect to annoyance and to speech communication
SANS 10140	Identification colour marking
SANS 10142	The wiring of premises
SANS 10146	Laundry processes and management
SANS 10147	Refrigerating systems including plants associated with air-conditioning systems
SANS 10227	Criteria for the operation of inspection authorities performing inspection in terms of the Pressure Equipment Regulations
SANS 50125	Flame supervision devices for gas burning appliances - Thermoelectric flame supervision devices

SANS 50286

Simple unfired pressure vessels designed to contain air

or nitrogen

SANS 51854 Pressure sensing devices for gas burners and gas burning appliances



**DEPARTMENT OF PUBLIC WORKS
OCCUPATIONAL HEALTH AND SAFETY
IN-HOUSE**

HEALTH & SAFETY SPECIFICATIONS

FOR

PROJECTS AND MAINTENANCE

THE DEPARTMENT OF
PUBLIC WORKS
(THE "CLIENT")

PROJECT:

SITE ADDRESS:

SUPERVISION BY THE DEPARTMENT OF PUBLIC WORKS:

PROJECT MANAGER

Mr. S. DIKE

SAFETY OFFICER (Client)

Mr. OHS REPRESENTATIVE

SUPERVISION BY THE PRINCIPAL CONTRACTOR:

PRINCIPAL CONTRACTOR:

THE PRINCIPAL CONTRACTOR MUST APPOINT AT LEAST ONE SAFETY OFFICER APPOINTED
UNDER CONSTRUCTION REGULATIONS (CR) CR6 (6)

CONTRACTORS PROOF OF REGISTRATION WITH COMPENSATION FUND

REGISTRATION NUMBER

THE CONTRACTOR SHALL APPOINT A FULL-TIME COMPETENT EMPLOYEE IN WRITING AS THE
CONSTRUCTION SUPERVISOR INLINE WITH CR 6(1)

THE CONTRACTOR SHALL BEFORE THE COMMENCEMENT OF CONSTRUCTION WORK AND
DURING CONSTRUCTION WORK, CAUSE A RISK ASSESSMENT TO BE PERFORMED INLINE WITH
CR7 (1) (a) (b) (c) & (d)

PREAMBLE

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the Department of Public Works, as the Client shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a bid or appointed to perform construction work for the Client with the same.

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 40 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as

grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal

Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Client.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

The Health and Safety Specifications pertaining to the project; "MLUNGISI: POLICE STATION: UPGRADING OF GENERATOR" cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Department pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications. ***(All references to the singular shall also be regarded as references to the plural)***

The purpose of this specification document is to provide the relevant Principal Contractor (and his /her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) safety considerations affecting the site of the project and its environment;
- b) health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her contractor) is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 8 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 18 July 2003 and incorporated into the above Act by Government Notice R 1010, published in Government Gazette 25207 shall apply to any person involved in construction work pertaining to this project, as will the Act.

4. DEFINITIONS - The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

“Purpose of the Act” –

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Client” –

means any person for whom construction work is performed;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” –

means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“Health and Safety File” –

means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

“Health and Safety Plan” –

means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” –

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“Method Statement” –

means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Principal Contractor” –

means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“Risk Assessment” –

means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. *Overall Supervision and Responsibility for OH&S*

- * The Client to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- * The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- * All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- * The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- * All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.1.2. *Further (Specific) Supervision Responsibilities for OH&S*

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required to ensure compliance to the Act, Regulations and Safety Standards.

5.2 Communication & Liaison

- 5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee.
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives (‘SHE – Reps’)
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange

of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

(i) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the “owner” of a construction or operational project, the “owner” being regarded as the employer. Only if formally agreed to by way of the written agreement in this regard between the “owner(s)” and consultant and /or between the “owner(s)” and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.

(ii) The position taken by the Construction Regulations is that the “owner”, in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the “client” are seen to be in two categories, i.e. the Principal Contractor and Contractors. The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site. (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor’s Health and Safety Plan.

7. RESPONSIBILITIES

7.1 Client

7.1.1 The Client will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.

7.1.2 The Client shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

7.1.3 The Client will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

7.1.4 The Client will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

- have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
- have failed to implement or maintain their health and safety plan;
- have executed construction work which is not in accordance with their health and safety plan; or

- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 **Principal Contractor**

7.2.1 The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. Annexure B of this Specification contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client accordingly.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

7.2.3 The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.

7.2.4 The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

7.2.5 The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

7.2.6 The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

7.2.7 The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

7.2.8 The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

7.2.9 The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

7.2.10 The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client for approval.

7.3 **Contractor** (Responsibilities of in terms of this contract and health and safety specification)

As per 7.2 above, as and where applicable or as indicated in the letter of appointment.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the tender documents, this amongst all includes for example:

- **Erection of concrete plinth**
- **Installation of generator in enclosure**
- **Electrical installation and connection of generator**
- **Electrical repairs and alterations**
- **Trenching**

If at any time after commencement of the project changes are brought about to the design or construction, sufficient health and safety information and appropriate resources are to be made available to the Principal Contractor to execute the work safely.

N.B Construction Regulation 5(3)(g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process. The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. The cost shall be duly quantified and clearly identified for such identifiable purpose.

THE HEALTH AND SAFETY PLAN IS THEREFORE TO BE INCLUDED WITH THE TENDER DOCUMENTS WHEN TENDERS ARE INVITED FOR THE PROJECT.

9. HEALTH AND SAFETY FILE

The Principal Contractor must, in terms of Construction Regulation 5(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health and Safety File is attached as an addendum to this document.

IMPORTANT:

The Health and Safety File will remain the property of the Client throughout the period of the project and shall be consolidated and handed over to the Client at the time of completion of the project.

10. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client on a monthly basis.

11. IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project (see 4. below "Project/Site Specific Requirements")

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

12. ARRANGEMENTS FOR MONITORING AND REVIEW

12.1 **Monthly Audit by Client**

The Client will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

12.2 **Other audits and inspections by client**

The Client reserves the right to conduct any other ad hoc audits and inspections as it deem necessary.

A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

12.3 **Reports**

12.3.1 The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb

* is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- * A major incident occurred
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * machinery ran out of control,

to the Provincial Director of the Department of Labour within seven days and at the same time to the Client

Safety Officer (client) : 041 408 2398/ 083 627 6619

Project Manager : 041 408 2041/083 680 2456

Refer in this regard to Section 24 of the Act & General Administrative Regulation 8.

12.3.2 The Principal Contractor is required to provide the Client with copies of all statutory reports required in terms of the Act and the Regulations.

12.3.3 The Principal Contractor is required to provide the Client with a monthly "SHE Risk Management Report".

12.3.4 The Principal Contractor is required to provide a.s.a.p. the Client with copies of all internal and external accident/incident investigation reports including the reports contemplated in 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to the above Department of Public Works Port Elizabeth Regional Officers refer to 12.3.1

12.4 Review

The Principal Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Production Planning and Progress Report meeting as the construction work develops and progresses and each time changes are made to the designs, plans and construction methods and processes.

The Principal Contractor must provide the Client, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

2.5 Site Rules and other Restrictions

12.5.1 Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.

When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

12.5.2 Security Arrangements

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site.

The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation 6(6), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

12.6 Training

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

12.6.1 General Induction Training

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

12.6.2 Site Specific Induction Training

All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training .

12.6.3 Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

All employees in jobs requiring training in terms of the Act and Regulations must be in possession of valid proof of training as follows:

Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated in 12.6.1 & 12.6.2 above
- * Operation of Cranes (Driven Machinery Regulations 18 (11)
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 21)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 27)
- * As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 26)

12.7 Accident and Incident Investigation

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

12.8 H&S Representatives (SHE-Reps – ‘safety, health & environment’) and H&S Committees

12.8.1 Designation of H&S Representatives (‘SHE – Reps’)

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6 & 7)

H&S Representatives have to be designated in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

12.8.2 Duties and Functions of the H&S Representatives

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.

H&S Representatives must be included in and be part of accident/incident investigations.

H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

12.8.3 Establishment of H&S Committee(s)

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee. The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

The H&S Committee must meet minimum monthly and consider, at least, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

Agenda:

- 1) Opening and determining of chairmanship (only when necessary)
- 2) Minutes of Previous Minutes
- 3) Observations
- 4) Program and Safety considerations
- 5) Hygiene
- 6) Housekeeping improvement
- 7) Incidents & Accidents / Injuries
- 8) Registers:
 - a. H&S Rep. Inspections
 - b. Matters of First Aid
 - c. Scaffolding
 - d. Ladders
 - e. Excavations
 - f. Portable Electric Equipment
 - g. Fire Equipment
 - h. Explosive Power Tools
 - i. Power Hand tools
 - j. Incident! Report Investigation
 - k. Personal Protective Equipment
- 9) Safety performance Evaluations
- 10) Education & Safety promotion program
- 11) First Aid Officials and training in First Aid
- 12) Demarcation of work- /hazardous-/safe areas/walkways
- 13) Posters and signage
- 14) Environmental preservation and conservation
- 15) Specific training programmes
- 16) General
- 17) Date of Next Meeting
- 18) Closing

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Principal Contractor:

- * Clearing & Grubbing of the Area/Site
- * Site Establishment including:
 - o Office/s
 - o Secure/Safe Storage and storage areas for materials, plant & equipment
 - o Ablution facilities
 - o Sheltered dining area
 - o Vehicle access to the site
- * Dealing with existing Structures.
- * Location of existing Services
- * Installation & Maintenance of Temporary Construction Electrical Supply, Lighting and Equipment
- * Adjacent Land uses/Surrounding property exposures
- * Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)

- * Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.
- * Exposure to Noise
- * Exposure to Vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf
- * Use of Portable Electrical Equipment including:
 - Angle grinder
 - Electrical Drilling machine
 - Skill saw
- * Excavations including:
 - Ground/soil conditions
 - Trenching
 - Shoring
 - Drainage
 - Daily inspections
- * Welding including:
 - Arc Welding
 - Gas welding
 - Flame Cutting
 - Use of LP Gas torches and appliances
- * Loading & Offloading of Trucks
- * Aggregate/Sand and other Materials Delivery
- * Manual and Mechanical Handling
- * Lifting and Lowering Operations
- * Driving & Operation of Construction Vehicles and Mobile Plant including:
 - Trenching machine
 - Excavator
 - Bomag Roller
 - Plate Compactor
 - Front End Loader
 - Mobile Cranes and the ancillary lifting tackle
 - Parking of Vehicles & Mobile Plant
 - Towing of Vehicles & Mobile Plant
- * Use and Storage of Flammable Liquids and other Hazardous Substances – the client to be informed of this prior to commencing of the project
- * Layering and Bedding of trench floor
- * Installation of Pipes in trenches
- * Backfilling of Trenches
- * Protection against Flooding
- * Gabion work
- * Use of Explosives - the client to be informed of this prior to Commencing of the project
- * Protection from Overhead Power Lines
- * As discovered by the Principal Contractor's hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

13.1 The following are in particular requirements depending on scope of works and will form a basis for compliance audits.

1. Administrative & Legal Requirements
2. Education, Training & Promotion
3. Public Safety & Emergency Preparedness
4. Personal Protective Equipment
5. Housekeeping
6. Scaffolding, Formwork & Support work
7. Ladders
8. Electrical Safeguarding
9. Emergency/Fire Prevention & Protection
10. Excavations & Demolition
11. Tools
12. Cranes
13. Personnel & Material Hoists
14. Transport & Materials Handling
15. Site Plant & Machinery
16. Plant & Storage Yards/Site Workshops Specifics
17. Health & Hygiene

14. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

The Principal Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the client or his representative whenever necessary or on request to an interested party.

15. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

The Principal Contractor's specific duties in terms of these specifications are detailed in the

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

Regulation No. 1	- Definitions
Regulation No. 2	- Scope of application
Regulation No. 3	- Notification of construction work
Regulation No. 5	- Principal Contractor and Contractor
Regulation No. 6	- Supervision of construction work
Regulation No. 7	- Risk Assessment
Regulation No. 26	- Stacking & Storage on construction sites
Regulation No. 28	- Construction welfare facilities
Regulation No. 29	- Approved Inspection authorities
Regulation No. 30	- Offences and penalties

This list must not be taken to be exclusive or exhaustive!

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following activities are identifiable as hazardous in terms of the Construction Regulations.

The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- Regulation No. 8 - Fall protection
- Regulation No. 9 - Structures
- Regulation No. 10 - Formwork and support work
- Regulation No. 11 - Excavation work
- Regulation No. 12 - Demolition work
- Regulation No. 13 - Tunneling
- Regulation No. 14 - Scaffolding
- Regulation No. 15 - Suspended platforms
- Regulation No. 16 - Boatswain's chairs
- Regulation No. 17 - Material hoists
- Regulation No. 18 - Batch plants
- Regulation No. 19 - Explosive powered tools
- Regulation No. 20 - Cranes
- Regulation No. 21 - Construction vehicles & mobile plant.
- Regulation No. 22 - Electrical installations and machinery on construction sites
- Regulation No. 23 - Use and temporary storage of flammable liquids on Construction sites
- Regulation No. 24 - Water environments
- Regulation No. 25 - Housekeeping on construction sites
- Regulation No. 27 - Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive!

All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

17. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

Legal Framework

Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- (i) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- (ii) The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- (iii) The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- (iv) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- (v) The Post Office Act 1958 (Act 44 of 1958) as amended
- (vi) The Electricity Act 1984, Act 41 of 1984
- (vii) The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
- (viii) Legislation pertaining to water usage and the environment
- (ix) Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- (x) Common Law

Legal Liabilities

Common Law and Legislation

Based on two main criteria –

- Would the reasonable person have foreseen the hazard?
That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration
- Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

Negligence can be proven on failure on **any** or **both** of the above criteria
(There may not necessarily be a relationship between criminal and civil liability!)

18. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Pits, openings and shoring
- Storage facilities
- Effective, sufficient and maintained lighting or illumination
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- Oil, grease, water, waste, rubble, glass, storm water
- Colour coding

- Demarcations

- Pollution
- Waste disposal
- Ablution and hygiene facilities
- First aid

This list must not be taken to be exclusive or exhaustive!

In promotion of environmental control all waste, rubble, scrap etc, will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Principal Contractor will ensure that the matter is brought to record with the client or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an inspector.

NOTE: No employer (Principal Contractor) shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

19. LOCKOUT SYSTEMS - ELECTRICAL

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

20. INCIDENT INVESTIGATION

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File. (attached GAR 9)

21. GENERAL

The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month. The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications, as non-conformance will lead to the client taking action as directed by Construction Regulation 4.1(e). The Principal Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

WARNING: Under no circumstances shall any work of any nature whatsoever on any ASBESTOS material be undertaken unless the work is entrusted and mandated to a “REGISTERED ASBESTOS CONTRACTOR” in terms of the Asbestos Regulations. [CR 12(9)] (contact the Regional Manager’s Office)

NOTE:

The guidelines and conditions provided in this attached document form an integral constituent of the Health and Safety Specifications. It is therefore a condition of acceptance that no Health and Safety Plan shall be complete unless all relevant elements of this document applicable to the above project have been included in the Health and Safety Plan. The final approval of the Health and Safety Plan in terms of CR 4(2) shall be subject to this requirement based on the following certification by the Principal Contractor or his Agent:

The contents of CR 5 are pivotal when mandatory appointments are contemplated.

22. IMPORTANT CONTACT DETAILS (HEALTH & SAFETY ONLY)
(Document attached)

ATTACHMENTS

IMPORTANT CONTACT DETAILS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

SERVICE NUMBER CONTACT PERSON



Hospital		



Ambulance		



Water		
Electricity		



Police		



Fire Brigade		



Engineer		

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

PRICING SCHEDULE/ BILL OF QUANTITIES

Bid no: GQET-25/26-033

Bid/ Project Description: SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA

				TENDERED RATES	
ITEM NO	BILL 1: Preliminaries & General	Unit	Qty	Rate	Amount
	<u>PRELIMINARY & GENERAL</u>				
1,1	Conditions of Contract : Compliance with all contractual requirements and obligations in terms of the General Conditions of Contract the Contract Data				
	Conditions except as elsewhere measured :				
1.1.1	Fixed	sum	1		
1.1.2	Time related	months	36		
1.1.3	Value related	sum	1		
1,2	Surety, performance bond :				
1.2.1	Fixed	sum	1		
1,3	Insurance : Construction Works :				
1.3.1	Time related	months	36		
1,4	Insurance : Public Liability :				
1.4.1	Time related	months	36		
1,5	Insurance : Special Risks (SASRIA) :				
1.5.1	Time related	months	36		
1,6	Insurance : Occupational Compensation (COLD):				
1.6.1	Time related	months	36		
1,7	Construction programme compile, submit, maintain				
	Time related	months	36		
1,8	Preliminary & General: Balance of items :				
1.8.1	Fixed	sum	1		
1.8.2	Programme of the Works : Prepare, submit and maintain current	sum	1		
1,9	Facilities as specified or necessary for the duration of the contract including establishment at commencement and removal upon completion.				
1.9.1	Admin facilities: Site instruction book, communications, etc	sum	1		
1.9.2	Signage	no	29		
Carried forward				R	-

Item	BILL 1: Preliminaries & General	Unit	Qty	Rate	Amount
	Brought forward				R -
1,10	Occupational Health & Safety: Compliance with the requirements of the applicable Act including specified additional requirements.				
1.10.1	Safety Officer: Appoint	sum	1		
1.10.2	Prepare & submit Health & Safety plan	sum	1		
1.10.3	First Aid Kit: Supply & maintain	months	36		
1.10.4	Safety Meetings: Conduct & record proceedings, copy to Engineer	months	36		
1.10.5	Balance of safety related compliance	months	36		
1.10.6	Hazardous Material: Compliance with Occupational	facility	29		
1.10.7	Scaffolding: Compliance with Occupational Health Health & Safety - Asbestos Regulations, 2001	facility	29		
1,11	<u>Supervision and management of the progress of the construction works including the attendance at meetings at the site with the Employer & or representatives as and when required.</u>				
	Supervision & management				
1.11.1	Time related	months	36		
	Access control & iden of staff				
1.11.2	Time related	months	36		
	Rubbish & waste management				
1.11.3	Time related	months	36		
	Quality system				
1.11.4	Fixed	sum	1		
1.11.5	Time related	months	36		
TOTAL BILL NO 1 CARRIED TO SUMMARY PAGE					R -

Item	Bill 2: Preventative Maintenance: Kitchen Equipment	Unit	Qty	Services	Rate	Amount
2.1	<u>Condition-based maintenance</u>					
	<u>The cost of condition based maintenance materials shall be deemed to include for the cost of material after the deduction of any discount, and shall include for the cost of delivery to site.</u>					
2.1.1	Allow the amount for the provisional cost of condition-based material that may be used to attend to defective components / subcomponents at the beginning of the contract.	Item	1			R 1 645 563,00
2.2.2	Add for percentage mark-up on condition-based materials that may be used (.....%)	Item	1	%	%	
2.2	<u>Servicing of Kitchen Equipment</u>					
	Six Monthly Service including, all labour material, transport, accomodation, etc					
	Quantities represent the number of services for the 3 years contract period					
	NB: On your first and last service you must conduct and submit an inventory list to all site.					
2.2.1	<u>Servicing of Cooking Equipment</u>					
2.2.1.1	Phutu Cooking Pot	no	30	6		
2.2.1.2	Combination Steam Oven 10 Pan	no	25	6		
2.2.1.3	Combination Steam Oven 20 Pan	no	25	6		
2.2.1.4	Heavy Duty Stove With Oven	no	35	6		
2.2.1.5	Heavy Duty Stove With Out Oven	no	35	6		
2.2.1.6	Tilting Pan	no	35	6		
2.2.1.7	Bain Marie	no	25	6		
2.2.1.8	Deep Fryer	no	20	6		
2.2.1.9	Frytop Griller	no	30	6		
2.2.2	<u>Servicing of Food Preparation</u>					
2.2.2.1	Food Processor	no	10	6		
2.2.2.2	Mixer Blender	no	10	6		
2.2.2.3	Potato Peeler	no	13	6		
2.2.2.4	Meat Band Saw	no	13	6		
TOTAL COST CARRIED FORWARD						



Item	Bill 2: Preventative Maintenance: Kitchen Equipment	Unit	Qty	Services	Rate	Amount
	Brought Forward					
2.2.2.5	Meat Mincer	no	30	6		
2.2.2.6	Whole Loaf Bread Slicer	no	30	6		
2.2.2.7	Polony Slicer	no	30	6		
2.2.2.8	Conveyor Type Toaster	no	25	6		
2.2.2.9	Heavy Duty Can Opener	no	25	6		
2.2.2.10	Single Bowl Pot Sink	no	20	6		
2.2.2.11	Double Bowl Pot Sink	no	20	6		
2.2.2.12	Double Bowl Prep Sink	no	20	6		
2.2.2.13	Table Plain	no	20	6		
2.2.2.14	Table C/W Splash Back	no	15	6		
2.2.2.15	Table C/W Splash Back + Shelf	no	15	6		
2.2.2.16	Dishwasher Dump Table/ Scrapper	no	15	6		
2.2.2.17	Dishwasher Outlet Table	no	15	6		
2.3	<u>Servicing of Gas Heated</u>					
2.3.1	Open Burner Gas Boiling Table	no	15	6		
2.4	<u>Servicing of LP Gas</u>					
2.4	LP Gas Installation	no	9	6		
2.5	<u>Servicing of Dishwasher</u>					
2.5.1	Commercial Conveyor Type	no	8	6		
2.5.2	Commercial Hood Type	no	8	6		
2.6	<u>Servicing of Appliances</u>					
2.6.1	Water Boiler Urn/ Hydro Boiler	no	25	6		
2.7	<u>Servicing of Fume Extraction</u>					
2.7.1	Fume Extraction Canopy	no	25	6		
2.8	<u>Servicing of Laundry Equipment</u>					
2.8.1	Industrial Washer	no	25	6		
2.8.2	Industrial Tumble Dryer	no	25	6		
2.8.3	Industrial Scissor Press	no	25	6		
2.8.4	Industrial Rotary Press	no	25	6		
TOTAL COST BILL 2 CARRIED TO SUMMARY PAGE						

Item	Bill No 3: Repair & Replacement (Price Rates)	Unit	Qty	Rate	Amount
3.1	Cooking pot 18kW				
	<u>Price rates for the replacement of the following subcomponents:</u>				
3.1.1	3kW immersion heat elements (S/steel)	no	1		
3.1.2	Control thermostat 50°-60°C Safety/ preset, thermostat 180 °C	no	1		
3.1.3	Distilled water	lt	500		
3.1.4	Selector switch (on/off)	no	1		
3.2	Chip/ Deep fryer 15kW				
	<u>Price rates for the replacement of the following subcomponents:</u>				
3.2.1	7.5kW immersion heat elements (S/steel)	no	1		
3.2.2	Control thermostat 100°-180°C Safety State, thermostat 215°C	no	1		
3.2.3	Selector switch (on/off)	no	1		
3.2.4	Fryer basket (187x280 mm)	no	1		
3.3	Frytop griddle				
	<u>Price rates for the replacement of the following subcomponents:</u>				
3.3.1	Heating plate (16mm thick (910mmx590)	no	1		
3.3.2	3.4kW immersion heat elements (S/steel)	no	1		
3.3.3	Control thermostat 50°-2400°C	no	1		
3.4	Convection oven				
	<u>Price rates for the replacement of the Convection Motor complete with fan</u>				
3.4.1	Fan Motor on 20 Pans	no	1		
3.4.2	Fan Motor on 10 Pans	no	1		
3.5	Blank (No equipment / no quantities)				
3.6	Convection oven Dry & steam heat 60 Kw				
	<u>Price rates for the replacement of the following subcomponents:</u>				
3.6.1	Door with handle/latch	no	1		
3.6.2	7.5kW heat elements	no	1		
3.6.3	Timer 0-120min	no	1		
3.6.4	Water solenoid valve	no	1		
3.6.5	Halogen bulb & fittings etc.	no	1		
3.6.6	3 function selector control switch: (Steam, hot air, steam & hot air)	no	1		
3.7	Control thermostat 50°-240°C				
	<u>Price rates for the replacement of the following subcomponents:</u>				
3.7.1	thermostat for 20 Pans	no	1		
3.7.2	thermostat for 10 Pans	no	1		
3.8	Tilting pan 15Kw				
	<u>Price rates for the replacement of the following subcomponents:</u>				
3.8.1	Brought forward	no	1		
Carried Forward					

	Brought Forward				
3.8.2	3kW heat elements	no	1		
3.8.3	2kW heat elements	no	1		
	<u>Price rates for the repair of the following subcomponents:</u>				
3.8.4	Tilting pan mechanism gear box	no	1		
3.9	Stove 18kW				
	<u>Price rates for the replacement of the following subcomponents:</u>				
3.9.1	4kW inner & outer elements per plate	no	1		
3.9.2	4kW oven elements	no	1		
3.9.3	Control thermostat 50°-360°C	no	1		
3.9.4	3 position heat selector switch	no	1		
3.9.5	3 heat selector knob	no	1		
3.9.6	16mm thick square solid plate Area:800x300mm ²	no	1		
3.9.7	Oven door complete with hinges and door seals	no	1		
3.10	Industrial Urn 3kW				
	<u>Price rates for the replacement of the following subcomponents:</u>				
3.10.1	Heat Control selector switch	no	1		
3.10.2	Immersion heat elements (S/steel)	no	1		
3.11	Industrial Urn 9kW				
	<u>Price rates for the replacement of the following subcomponents:</u>				
3.11.1	Heat Control selector switch	no	1		
3.11.2	Immersion heat elements (S/steel)	no	1		
3.12	Gas stove 189 000kJ/hr				
	<u>Price rates for the replacement of the following subcomponents:</u>				
3.12.1	Stove plate thermo couple control valve	no	1		
3.12.2	Stove plate burner	no	1		
3.12.3	Oven burner	no	1		
3.12.4	Oven thermostat control	no	1		
3.12.5	Gas regulator control	no	1		
3.12.6	Gas piping	Meter	1		
3.13	Potato peeler				
3.13.1	Bearings	no	1		
3.13.2	Spray pain scraper	no	1		
3.13.3	Capacitor	no	1		
3.13.4	Manual timer	no	1		
3.13.5	Peeling disc	no	1		
3.13.6	Electrical Motor	no	1		
3.14	Steam generated Cooking Pot				
3.14.1	½"-2" Steam trap	no	1		
3.14.2	½"-2" Automatic air release valve	no	1		
Carried Forward					

	Brought Forward				
3.14.3	½"-2" Globe valve	no	1		
3.14.4	½"-2" Union	no	1		
3.14.5	½"-2" Sight glass	no	1		
3.14.6	½"-2" Safety valve	no	1		
3.14.7	½"-2" Pressure reducing valve	no	1		
3.14.8	½"-2" None return valve	no	1		
3.14.9	½"-2" Y Strainer	no	1		
3.14.10	½"-2" Expansion relief valve	no	1		
3.14.11	Pressure gauges 0-500kPa	no	1		
3.14.12	½" Pressure gauges 0-500kPa	no	1		
3.14.13	¾" Pressure gauges 0-500kPa	no	1		
3.14.14	1" Pressure gauges 0-500kPa	no	1		
3.14.15	2" Pressure gauges 0-500kPa	no	1		
3.14.16	½"-2" Thermometer 0-120 °C	no	1		
3.14.17	½"-2" float trap	no	1		
3.14.18	½"-2" steam pipe/tube	lm	1		
3.14.19	½"-2" steam bend pipe	no	1		
3.14.20	½"-2" steam elbow pipe	no	1		
3.14.21	½"-2" steam T pipe	no	1		
3.15	Dishwasher 10.5kW				
3.15.1	Pressure gauge Range:0-16 Bar	no	1		
3.15.2	Temperature gauge/thermostat 0°-120 °C	no	1		
3.15.3	Dishwasher pre rinse spray inclusive of spray head and supply pipe	no	1		
3.15.4	washer timer mechanism	no	1		
3.15.5	Timer selector	no	1		
3.15.6	Pressure water level switch 220v	no	1		
3.15.7	Rinse/wash solenoid 220v 15mm²	no	1		
3.15.8	Level switch 220v	no	1		
3.15.9	Proximity switch 16A	no	1		
3.15.10	Capacitor	no	1		
3.15.11	Door safety switch	no	1		
3.15.12	Wash timer VC34	no	1		
3.15.13	Limit switch	no	1		
3.15.14	Water heater chest	no	1		
3.16	Dishwasher pumps				
3.16.1	1.5 kW pump	no	1		
3.16.2	0.55 kW pump	no	1		
3.17	Circuit breaker (Amp)				
3.17.1	10-32 s/p circuit breaker	no	1		
3.17.2	40-70 s/p circuit breaker	no	1		
3.17.3	10-32 d/p circuit breaker	no	1		
3.17.4	40-70 d/p breaker	no	1		
Carried Forward					

	Brought Forward				
3.17.5	10-32 t/p circuit breaker	no	1		
3.17.6	40-70 t/p circuit breaker	no	1		
3.18	Contactor (Amp)				
3.18.1	32-40 t/p contactor	no	1		
3.18.2	50-105 t/p contactor	no	1		
3.18.3	Starter (start/stop push button)	no	1		
3.18.4	Enclosed direct on line overload relay	no	1		
3.18.5	Empty Box (2-6 Size)	no	1		
3.19	Relays				
3.19.1	Pump protection relay 0.37-1.Amp)	no	1		
3.19.2	Timer relay (180s/1800s)	no	1		
3.19.3	Motor protection relay/Thermal overload relay	no	1		
3.19.4	Water level control relay	no	1		
3.20	Switches				
3.20.1	Limit switch	no	1		
3.20.2	Pressure switch	no	1		
	<u>DISHWASHERS</u>				
3.21	Indicator light				
3.21.1	22mm indicating light	no	1		
3.21.2	5mm indicator light	no	1		
3.21.3	220 VAC integrated led	no	1		
3.21.4	Push button & indicating light	no	1		
3.21.5	Double push button (on/off)	no	1		
3.21.6	4mm silicon/heat resistant wire	no	1		
3.21.7	4 way porcelain connector block	no	1		
3.22	Switch disconnecter (Amp)				
3.22.1	60 Amp waterproof switch (rotary switch)	no	1		
3.22.2	100 Amp waterproof switch (rotary switch)	no	1		
3.22.3	60 Amp NWI isolator	no	1		
3.22.4	100 Amp NWI isolator	no	1		
3.22.5	30 Amp industrial socket outlet	no	1		
3.22.6	3 – pin plug	no	1		
3.23	Electrical wires (per metre)				
3.23.1	2.5mm insulated gp wire	no	1		
3.23.2	4mm insulated gp wire	no	1		
3.23.3	6mm insulated gp wire	no	1		
3.23.4	2.5mm silicon/heat resistant wire	no	1		
3.24	Dishwasher 12kW,840liter/hr				
3.24.1	1.5 kW pump	no	1		
3.24.2	0.11 kW pump	no	1		
3.25	Galvanize s/steel material				
3.25.1	25mm cable glands	no	1		
Carried Forward					

	Brought Forward				
3.25.2	25mm conduit tube (per/metre)	no	1		
3.26	PVC Material				
3.26.1	25mm cable glands	no	1		
3.26.2	25mm conduit tube (per/metre)	no	1		
3.27	Bain Marie				
3.27.1	Control thermostat 50°-300°C	no	1		
3.27.2	Safety/preset thermostat 70°C	no	1		
3.27.3	Immersion elements with low water cut out	no	1		
3.28	Band saw 1.5kW				
3.28.1	Top Wheel Bearing	no	1		
3.28.2	Wheel scraper	no	1		
3.28.3	Rear scraper	no	1		
3.28.4	Top Blade Wheel	no	1		
3.28.5	Blade scraper	no	1		
3.28.6	Blade guide	no	1		
3.28.7	Bottom Wheel Bearing	no	1		
3.28.8	1.5 Kw motor	no	1		
3.28.9	1.16" saw blade	no	1		
3.29	Food Processor				
3.29.1	Selector switch (on/off)	no	1		
3.29.2	Electrical Motor	no	1		
3.29.3	Bearings	no	1		
3.30	Bread Slicer				
3.30.1	Selector switch (on/off)	no	1		
3.30.2	Electrical Motor	no	1		
3.30.3	Bearings	no	1		
3.31	Price Escalations				
3.31.1	Escalations for the next 13th month up to 36th month. (Final summary Bill 3x percentage mark up increment = Amount column	Item	%		
TOTAL CARRIED TO FINAL SUMMARY BILL NO 3					

Item	Bill No 4: Non-Scheduled Works / Items	Unit	Qty	Rate	Amount
4.1	<u>Labour</u>				
	The rates for labour will be deemed to be an all-inclusive rate (i.e. inclusive of statutory minimum labour rates, bonuses, pension fund contributions, medical fund contributions, UIF etc)				
4.1.1	Normal Working hours				
4.1.1.1	Skilled artisan (Technician)	hrs	5000		
4.1.1.2	Semi-skilled artisan	hrs	5 000		
4.1.1.3	General worker	hrs	5000		
4.1.2	Overtime, Sunday and Public Holidays				
4.1.2.1	Skilled artisan (Technician)	hrs	1000		
4.1.2.2	Semi-skilled artisan	hrs	1000		
4.1.2.3	General worker	hrs	1000		
4.2	<u>Material: Non-scheduled (corrective / breakdown) maintenance</u>				
	The cost of non-scheduled materials shall be deemed to include for the cost of material after the deduction of any discount, and shall include for the cost of delivery to site.				
4.2.1	Allow the amount for the provisional cost of non-scheduled material that may be used during breakdown calls.	Item			R 3 443 000,00
4.2.2	Add for percentage mark-up on non-scheduled materials that may be used (.....%)	Item	%	%	
4.3	Transport Schedule For Non-Scheduled Work				
	<u>Note:</u> (i) <u>All distances travelled will be measured from the Main Post Office</u> (ii) <u>Where more than one service has to be executed on the same day in the same area, transport costs will be calculated on the actual distance travelled</u>				
4.3.1	Transport cost of a vehicle with a loading capacity of 1 ton	km	8000		
	TOTAL COST BILL 4 CARRIED TO SUMMARY PAGE				

Bill no	Description	Amount
1	Preliminaries & General	
2	Preventative Maintenance: Kitchen Equipment	
3	Replacement (Price Rates)	
4	Non-Scheduled Works / Items	
5	Sub Total: Excluding escalation	
6	(2nd year) Price Escalation not exceeding 5% per annum: _____%	
7	(3rd year) Price Escalation not exceeding 5% per annum: _____%	
	Note 1: Pursuant to this contract, the rates shall be subject to an annual escalation cap limited to five percent (5%) per annum.	
	Note 2: Irrespective of the date of award, no price adjustment will be allowed in the first twelve (12) months after the date of award of the tender.	
	Note 3: Rates / prices must be priced for risk and will be escalated in accordance with the competitive escalation rate tendered, not exceeding the escalation cap above. The escalation percentage shall not change throughout the term of the contract, including the renewal period.	
	Grand Total	
	Value added Tax (VAT) 15%	
	Tender Sum carried to: 'Form of Offer and Acceptance' DPW-07-FM (PDM)	

DRPW – 05 (EC) CONTRACT DATA

Project title:	SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA		
Tender / Quotation no:	GQET-25/26-033	Closing date: Tuesday, 18 November 2025	Time: 11h00

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

A PROJECT INFORMATION

A 1.0 Works [1.1.1.35]

Works description	Refer to document <i>PG01.1 (EC) – Scope of Works</i> for detailed description
SERVICE, REPAIRS AND MAINTENANCE OF KITCHEN EQUIPMENT FOR 36 MONTHS: EAST LONDON AREA	

TENDER/ QUOTATION NO: GQET-25/26-033

A 2.0 Site [1.1.1.29]

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

A 3.0 EMPLOYER AND ITS REPRESENTATIVE

A 3.1 Employer:

Official Name of Organ of State / Public Sector Body	Government of the Republic of South Africa in its Department of Public Works & Infrastructure		
Business registration number	Not applicable	VAT number	Not applicable
E-mail	Thando.Mjamba@dpw.gov.za	Telephone	041 408 2102
Postal address	Private Bag X3913 North End Gqeberha 6056		
Physical address	Eben Donges Building, Cnr Robert and Hancock Street North End Gqeberha 6056		

A 3.2 Employer's representative:

Name	Bongiwe Ndaba	Telephone number	041 408 2015
E-mail	Bongiwe.Ndaba@dpw.gov.za	Mobile number	NONE

Postal address	Private Bag X3913 North End Gqeberha 6056
Physical address	Eben Donges Building, Cnr Robert and Hancock Street North End Gqeberha 6056

TENDER/ QUOTATION NO: GQET-25/26-033

A 4.0	Principal Agent [1.1.1.16]	Discipline	Project Manager
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Name	Thando Mjamba		
Legal entity of above		Contact person	Thando Mjamba
Practice number		Telephone number	041 408 2102
Country	South Africa	Mobile number	079 519 6992
E-mail	Thando.Mjamba@dpw.gov.za		
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

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

A 6.0	Agent [1.1.1.16]	Discipline	
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Name			
Legal entity of above		Contact person	
Practice number		Telephone number	

Country		Mobile number	
E-mail			
Postal address	insert postal address insert suburb insert town insert postal code		
Physical address	insert physical address insert suburb insert town insert postal code		

TENDER/ QUOTATION NO: GQET-25/26-033

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

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

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

TENDER/ QUOTATION NO: GQET-25/26-033

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

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

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

TENDER/ QUOTATION NO: GQET-25/26-033

B CONTRACT INFORMATION

B 1.0 Definitions [1.1.1.2]

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

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

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

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

Documents comprising the agreement	Page numbers
GCC GENERAL CONDITIONS OF CONTRACT FOR CONSTRUCTION WORKS, THIRD EDITION (2015)	
DPW-05: (EC): GCC 2015: 3RD EDITION	
The GCC General Preliminaries for use with the GCC 2015: 3RD EDITION	
Contract participation goal documentation as further defined in clause 1.1.1.37 [CD]	
Drawings as per drawing register issued with the tender	
Specifications issued with the tender	
Schedules issued with the tender	



Bills of Quantities issued with the tender	
Addenda as issued during tender stage, if applicable	As issued

TENDER/ QUOTATION NO: GQET-25/26-033

B 5.0 Employer's agents [3.0]

Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [3.0] [3.2.3 [CD]]
Principal Agent <i>Zubenathi Siganga</i>

Principal agent's and agents' interest or involvement in the works other than a professional interest
<i>Zubenathi Siganga</i>

B 6.0 Insurances [8.6]

Insurances by contractor NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990). Insured amounts to include VAT.			
	New works [8.6.1.1.1] With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with practical completion in sections with a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable
Or	Works with alterations and additions (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim	Contract sum plus 10%	Not Applicable

	Direct contractors [8.6.1.1.2] where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable
	Sub-Contractors insurance [8.6.3] where applicable, if not included in works insurance	R Eng / PQS to determine value	Not Applicable
	Professional fees not included in the Contract Price, payable in respect of the repair or reinstatement of damage to the Works or said movables, plus Escalation thereon (if not included above). Minimum R1m unless other amount indicated. [8.6.1.1.3]	R Eng / PQS to determine value	Not Applicable
	Free issue where applicable, to be included in the contract works insurance	R Eng / PQS to determine value	Not Applicable

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

B 7.0 Obligations of the employer

Existing premises will be in use and occupied [5.4.1 & 5.4.2]	Not Applicable
If applicable, description:	
Restriction of working hours [5.8]	Not Applicable
If applicable, description:	
Natural features and known services to be preserved by the contractor [4.7]	Not Applicable
If applicable, description:	



Restrictions to the site or areas that the contractor may not occupy [5.4.1 & 5.4.2]			Not Applicable
If applicable, description:			
Supply of free issue of material and goods [8.6.1.1.2]			Not Applicable
If applicable, description:			

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B 8.0 Subcontractors [4.4]

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

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

Select	If applicable, description of sections
Section 1	
Section 2	
Section 3	
Section 4	
Section 5	
Section 6	
Remainder of the works.	

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

B 10.1

Contract Period

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

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

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

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

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

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

TENDER/ QUOTATION NO: GQET-25/26-033

The date for practical completion for the whole of the Works, if applicable shall be the period in months as indicated from the date of possession of the site by the contractor inclusive of all public holidays, special non-working days and builders' holiday shut down periods [12.2.7; 24.1]	24 Months
Penalty for late Practical Completion, <i>if completion in sections is required</i> , excluding VAT [5.13]	
The penalty amount per day for failing to complete section 1 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 2 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 3 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 4 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 5 of the Works is:	R 500.00
The penalty amount per day for failing to complete section 6 of the Works is:	R 500.00
The penalty amount per day for failing to complete the whole of the Works, if applicable, is:	R 500.00
Penalty amount per calendar day for late Completion [5.14.4, 5.13]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete the section, excluding VAT	
Penalty amount per calendar day for late Final Completion (Issuing of Final Approval Certificate) [5.16, 5.13]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete the section, excluding VAT	

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

Criteria to achieve Practical Completion not covered in the definition of practical completion	
13.1	Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate
13.2	All relevant CoCs
13.3	All guarantees
13.4	Training on electrical, security and mechanical installations if contractually required



13.5	Maintenance / operating manuals
13.6	CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation
13.7	
13.8	
13.9	
13.10	

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B 12.0 Defects liability period [5.16]

Defects liability period: Refer B10.1

Applicable	If applicable, description of applicable elements
14.1	All civil works (e.g. roads, storm water system, paving, sewer and water lines, etc.)
14.2	Mechanical equipment (e.g. pumps including switchgear, etc.)
14.3	Landscaping including automated systems (irrigation)
14.4	Electrical equipment (e.g. emergency generators, electronic switchgear, etc.)
14.5	Security system/s (e.g. Access control, Intruder alarm, etc.)
14.6	Air conditioning system and plant
14.7	
14.8	
14.9	
14.10	

B 13.0 Payment [6.10]

Date of month for issue of regular payment certificates Refer [6.10.1]	n/a
Contract price adjustment / cost fluctuations [6.8.2]	Not Applicable
If yes, method to calculate [6.8.2 [CD]]	Contract price adjustment factor

Employer shall pay the contractor within:
Refer [6.10.4 [CD]]

Thirty (30) calendar days

B 14.0 Dispute resolution [10.5 [CD]]

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

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

CONTRACT SPECIFIC DATA	
The following contract specific data, referring to the General Conditions of Contract for Construction Works, Third Edition (2015) are applicable to this Contract:	
CLAUSES	COMPULSORY DATA
1.1.1.5	Amend Clause 1.1.1.5 as follows: 'Commencement Date' means the date of possession of site by the contractor.
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows: "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.13	Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects Liability Period is: 12 months. The Defects Liability Period for the works shall commence on the calendar day following the date of the Certificate of Completion for the works as a whole or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works and end at midnight (00:00) three hundred and sixty five days (365) calendar days from the date of the Certificate of Completion.
1.1.1.15	The name of the Employer's Project Manager as appointed from time to time: Refer to A3.2
1.1.1.21.A	NEW CLAUSE INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State
1.1.1.27	This Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	No Clause.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Employer's Agent as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.1.1.36	Insert the definition of "Latent and Patent Defects" as Clause 1.1.1.36:

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

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1.3.7	Replace Clause 1.3.7 with the following By entering into this contract, the Contractor waives any lien that he may have or acquire, notwithstanding any other condition/s in this contract.
3.2.3	1. The Employer's Principal Agent's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following, unless same has been approved by the employer: (a) Appointment of Sub-contractors – clause 4.4.4; (b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12, 10.1.5; (c) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3; (d) Suspension of the Works – clause 5.11.2; (e) Final Payment Certificate – clause 6.10.9; (f) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;

	(g) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1. (h) Any variation orders – clause 6.3.1 2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor. 3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Employer's Agent within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Employer's Agent and in the correct format will invalidate any claim and the consequences of such failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4. 4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Employer's Agent authority in respect thereof: Clause 6.10.9 – Amend to read as follows: Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Employer's Agent a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer's Agent shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 30 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved). Clause 10.1.5 – Amend to read as follows: Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate. If no ruling has been made within the 28 days, as referred to in clause 10.1.5. or any extension thereof as agreed to by the parties, the claim shall be regarded as rejected by the Employer.
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	5. Insert the following under 3.2.3: Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Employer's Agent and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Employer's Agent, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Employer's Agent and which has subsequently been rescinded.
3.3.2.1	Amend Clause 3.3.2.1 to insert the word "plant" to read as follows: Observe how the Works are carried out, examine and test materials, plant and workmanship, and receive from the Contractor such information as he shall reasonably require.
3.3.3.2	Amend Clause 3.3.3.2 to insert the word "plant" to reads as follows: Notwithstanding any authority assigned to him in terms of Clauses 3.3.2 and 3.3.4, failure by the E Employer's Agent's Representative to disapprove of any work, workmanship, plant or materials shall not prejudice the power of the Employer's Agent's thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.
3.3.2.2.3 3.3.2.2.4	Add to Clause 3.3.2.2.3 and 3.3.2.2.4 the following: All oral communication must be reduced into writing to be binding on the parties.
4.4.4	Ref Clause 3.2.3
4.8.2.1	Amend Clause 4.8.2.1 to include the word "person", as follows: Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or
4.8.2.2	Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows: Provides any other facility or service of whatsoever nature o the Employer or to any of the said contractors, persons or authorities,
4.12.3	Add to Clause 4.12.3 the following: All oral communication must be reduced into writing to be binding on the parties.
5.3.1	The documentation required before commencement with Works execution are: Health and Safety Plan to be provided within 14 calendar days from award (Ref Clause 4.3) Initial programme to be provided within 21 calendar days of handing over the site to the contractor (Ref Clause 5.6) Security (Ref Clause 6.2) Insurance (Ref Clause 8.6) <i>insert other requirements</i> insert other requirements insert other requirements
5.3.2	The time to submit the documentation required before commencement with Works execution is: 21 days.

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

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5.16.1	Amend Clause 5.16.1 by deleting the provision in the third paragraph of this clause.
5.16.2	Amend Clause 5.16.2 as follows: No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Employer's Agent and/or the Employer.
5.16.3	The latent defect period for all works is: 5 years

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

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6.9.1	Replace Clause 6.9.1 with the following: "Plant and materials will only be certified and paid for upon furnishing proof of ownership by the contractor. Once paid, material and goods shall become the property of the Employer and shall not be removed from site without the written authority of the Employers Agent.
6.10.1	Add at end of Clause 6.10.1 The contractor shall provide the Employer's Agent every month, on dates as agreed between parties / instructed by the Principal Agent, with the following information: Monthly Local content report, EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register. (if applicable) Tax Invoice Labour intensive report Contract participation goal reports
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 %.

6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.
6.10.4	Replace “28 days” with “30 days” provided all required documents have been submitted and are correct in all respects.
6.10.5	Replace Clause 6.10.5 with the following: <u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Employer’s Agent issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u> <u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u> <u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Employer’s Agent issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</u>
6.10.6.2	Replace Clause 6.10.6.2 with the following: “In the event of failure by the Employer to make the payment by the due date, he shall pay to the Contractor interest, at the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State”. (1.1.1.21.A).
6.10.9	Ref Clause 3.2.3.

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

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

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

	When so instructed to do so by the Employer's Agent, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs. (2) Injury to Persons or Loss of or damage to Properties The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above. The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the Contract Period. (3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so. (4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as
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	set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.
9.1.1	Ref Clause 3.2.3
9.1.2.1	Ref Clause 3.2.3
9.1.4	Replace the first paragraph of Clause 9.1.4 with the following: "In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled on proof of payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3; necessary changes"
9.1.5	Replace the first paragraph of Clause 9.1.5 with the following: If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition: "
9.1.5.5	No Clause
9.1.6	No Clause
9.2.1	Ref Clause 3.2.3
9.2.1.3.9	Add the following as Clause 9.2.1.3.9: Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1.
9.2.4	Add the following as Clause 9.2.4: In the case where a contract is terminated by the Employer by no fault by any party, the contractor shall be entitled to no other compensation than for work done and materials on site as certified by the Principal Agent at the date of termination.
9.3.2.2	Replace Clause 9.3.2.2 with the following:

	All Plant and Construction Equipment, Temporary Works and unused materials brought onto the Site by the Contractor, and where ownership has not been transferred to the Employer (see Clause 6.9.1), shall be removed from the Site on termination of the contract by any party.
9.3.2.3	No Clause
9.3.3	Add the following at the end of Clause 9.3.3 After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever. Nothing in this Clause shall prejudice the right of the Contractor to exercise, either in lieu of or in addition to the Contractor rights and remedies specified in this Clause, any other rights or remedies to which the Contractor may be entitled under the Contract or common law.

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10.1.3.1	Replace Clause 10.1.3.1 with the following: All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Employer's Agent, records in a form approved by the Employer's Agent, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all construction equipment, plant, labour, and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.4	Ref Clause 3.2.3.
10.1.5	Ref Clause 3.2.3.
10.1.6	Add the following as Clause 10.1.6: If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.
10.2.1	Replace Clause 10.2.1 with the following: In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Employer's Agent. This written claim shall be supported by particulars and substantiated.
10.2.2	Replace Clause 10.2.2 with the following: If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.
10.2.3	Ref clause 3.2.3.
10.3.2	Replace Clause 10.3.2 with the following: If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred immediately to mediation under Clause 10.5, unless amicable settlement is contemplated.
10.3.3	Replace Clause 10.3.3 with the following: In respect of a ruling given by the Employer (Ref clause 3.2.3), and although the parties may have delivered a Dispute Notice, the ruling shall be in full force and carried into effect unless and until otherwise agreed by both parties, or in terms of a mediation decision or court judgement.
10.4.2	Replace Clause 10.4.2 with the following: If the other party rejects the invitation to amicable settlement in writing, or does not respond in writing to the invitation within 14 days, or amicable settlement is unsuccessful, referral to mediation shall follow immediately. Should mediation be unsuccessful, the dispute shall be resolved by Litigation.
10.4.4	Replace Clause 10.4.4 with the following: Save for reference to any portion of any settlement, or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party

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

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

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

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

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

PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

C TENDERER'S SELECTIONS

C 1.0 Securities [11.0]

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

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

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

n/a

Option A	cash deposit of 10 % of the contract sum (excluding VAT)
Option B	variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)
Option C	payment reduction of 10% of the value certified in the payment certificate (excluding VAT)
Option D	cash deposit of 5% of the contract sum (excluding. VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding. VAT)
Option E	fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)]

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

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

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C 2.0 Payment of preliminaries [25.0]

Contractor's selection

Select Option A or B

B

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

Payment methods

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

Lump sum contract

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

C 3.0 Adjustment of preliminaries [26.9.4]

Lump sum contract

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

Contractor's selection

Select Option A or B

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

Provision of particulars

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

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

Adjustment methods

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

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

Failure to provide particulars within the period stated

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