



**Bid No:JHB.22/16**

**CLOSING DATE:**

**10 November 2022 @ 11:00**

**ADVERT DATE:**

**21 October 2022**

**SERVICE: PEST CONTROL AND FUMIGATION  
RODENTS, TERMITES, BEES AND WASPS WITHIN  
THE JURISDICTION OF REGIONAL OFFICE FOR A  
PERIOD OF 24 MONTHS**

**DOCUMENT WILL BE SOLD AT A**

**NON-REFUNDABLE  
DEPOSIT OF R200-00 CASH PER SET**

**Enquiries: MR. Kanukani Kwindi – (011) 713-6067**

**Or**

**Ms. Kholofelo Dliwayo – (011) 713-6081**

**Mr. Daniel Magogodi – (011) 713-6157**

## PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.		
<b>Tender / Quote no:</b>	JHB22/16	<b>Reference no:</b>	
<b>Receipt Number:</b>			

### 1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

**Note:** Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
<b>List of returnable Documents (PA-09)</b>	03 Pages	Yes
Form of Offer and Acceptance (DPW-07 EC)	05 Pages	Yes
Notice and Invitation to Tender (PA-04)	09 Pages	Yes
Invitation to BID Part A (PA-32)	03 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	04 Pages	Yes
Submission of (PA-29): Certificate of Independent Bid Determination	04 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	02 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	02 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	03 Pages	Yes
Submission of PA 40: Declaration of Designated Groups for Preferential Procurement	03 Pages	Yes
Preference point claim form in terms of the preferential Procurement Regulations 2017 (PA-16)	07 Pages	Yes
Declaration for Screening	01 Pages	Yes
Declaration to comply with EPWP	01 Pages	Yes
Declaration to comply with LDV's	01 Pages	Yes
Declaration for public liability insurance	01 Pages	Yes

### 2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

**Note:** Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Any <u>additional</u> information required to complete a risk assessment <i>(if applicable)</i>	-	Yes

### 3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

**Note:** Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer

being disqualified from further consideration. [See also F.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents (DPW-21 EC) <i>(if applicable)</i>	02 Page	Yes
Schedule of proposed sub-contractors (DPW-15 EC) <i>(if applicable)</i>	02 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) <i>(if applicable)</i>	02 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules <i>(if applicable)</i>	N/A	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) <i>(if applicable)</i>	01 Page	Yes
General conditions of Contract	01 Page	Yes

#### 4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

*(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)*

**Note:** Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	29 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Full Priced and Completed Sectional and Final Summary Pages with the Tender	36 Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

#### 5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
<b>If the Tendering Entity is:</b>	
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	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.



of 2008, as amended)].	
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.
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.

**Signed by the Tenderer**

<b>Name of representative</b>	<b>Signature</b>	<b>Date</b>

## DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE

**Tender no:** JHB 22/16

**OFFER**

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:  
**PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.**

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:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	<b>R</b>

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: .....	<b>OR</b>	Natural Person or Partnership: ..... ..... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number: .....
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**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:  <b>Mr/Mrs/Ms:</b> ..... In his/her capacity as: .....	<b>Note:</b> <b>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.</b>
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**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

Tender no: JHB 22/16

**WITNESSED BY:**

Name of witness	Signature	Date

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

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

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

**SECURITY OFFERED:**

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.

**Tender no:** JHB 22/16

**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 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

<b>Name of Organisation:</b>	Department of Public Works
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date



Tender no: JHB 22/16

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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-04 (GS): NOTICE AND INVITATION TO BID

**THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.**

<b>Project title:</b>	PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.
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<b>Bid no:</b>	JHB 22/16		
<b>Advertising date:</b>	21/10/2022	<b>Closing date:</b>	10/11/2022
<b>Closing time:</b>	11H00	<b>Validity period:</b>	60 days

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

1.	<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
2.	<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
3.	<input type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
4.	<input type="checkbox"/>	Compliance to Local Production and Content requirements as per PA36 and Annexure C
5.	<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
6.	<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
7.	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
8.	<input checked="" type="checkbox"/>	Submission of certified valid certificate of registration with the Department of Agriculture in terms of ACT 36 of 1974 fertilizers, farm feeds, agricultural remedies and stock remedies (ACT No.36 of 1974).
9.	<input checked="" type="checkbox"/>	Bidder should submit a Certified copie/s of technician's namely a valid P-Registration with the Department of Agriculture
10.	<input checked="" type="checkbox"/>	- Bidder should submit a Waste Management valid certificate - Company should be registered to Pest Control Association (SAPCA)
11.	<input checked="" type="checkbox"/>	- Bidder to submit a SHEQ (Safety,Health,Environmental, Quality) Plan - Bidder should Submit a valid original or certified BBBEE certificate, accredited by SANAS or valid Sworn affidavit attested by commissioner of oath/dti affidavit.

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
4	<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
5	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
6	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
7	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.



		The below mentioned Declarations must be completed fully and signed by the bidder, No BID will be awarded if the below is not fully completed.
8	<input checked="" type="checkbox"/>	<ul style="list-style-type: none"> <li>- Declaration to comply with EPWP</li> <li>- Declaration for LDV's</li> <li>- Declaration for Public Liability.</li> <li>- Declaration for Security Screening.</li> </ul>
9	<input type="checkbox"/>	
10	<input type="checkbox"/>	
11	<input type="checkbox"/>	
12	<input type="checkbox"/>	

**Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below**

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor: <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Level 1</li> <li>or</li> <li><input checked="" type="checkbox"/> Level 2</li> <li>or</li> <li><input type="checkbox"/> Level 3</li> </ul>
<input checked="" type="checkbox"/>	An EME or QSE
<input type="checkbox"/>	A tenderer subcontracting a minimum of 30% to: <ul style="list-style-type: none"> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships</li> <li><input type="checkbox"/> A co-operative which is at least 51% owned by black people</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans</li> <li><input type="checkbox"/> An EME or QSE;</li> </ul>

This bid will be evaluated according to the preferential procurement model in the PPPFA: *(Tick applicable preference point scoring system)*

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

**Note:** Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

<b>Minimum functionality score to qualify for further evaluation:</b>	50%
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<b>Functionality criteria:</b>	<b>Weighting factor:</b>
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Submit a Certified copies personnel not more than 6 month old of a valid P-Registration, Registered with the Department of Agriculture.		
> 1 X Qualified Tradesman	(score 1)	35
> 2 x Qualified Tradesmen	(score 2)	
> 3 x Qualified Tradesmen	(score 3)	
> 4 x Qualified Tradesmen	(score 4)	
> 5 Qualified Tradesman - 5 or more persons	(score 5)	
Pest Control project/s successfully completed. Bidder to submit completion certificate/ completion letter.		
>. 1 or more project/s successfully completed to the value of R500 000 or More	(score 1)	35
>. 2 projects successfully completed to the value of R500 000 or More	(score 2)	
>. 3 projects successfully completed to the value of R500 000 or more	(score 3)	
>. 4 projects successfully completed to the value of R500 000 or more	(score 4)	
>. 5 projects successfully completed to the value of R500 000 or more	(score 5)	
Number of years registered with SAPCA (Company experience with industry Standards will be assessed on the number of years registered with the South Africa Pest Control Association: Current and previous Certificates must be Attached.)		
> 1 Years' experience	(Score 1)	30
> 2 Years' experience	(Score 2)	
> 3 Years' experience	(Score 3)	
> 4 Years' experience	(Score 4)	
> 5 Years' experience	(Score 5)	
<b>Total</b>		<b>100 Points</b>

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points (90/10 system)	Number of Points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6



7	2	4
8	1	2
Non-compliant contributor	0	0

- The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

**COLLECTION OF BID DOCUMENTS:**

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address 78 De-Korte Mineralia Building. A non-refundable bid deposit of R 200 is payable, (Cash only) is required on collection of the bid documents.
- A **non-compulsory** pre bid meeting with representatives of the Department of Public Works will take place at N/A on N/A starting at N/A. Venue N/A. *(if applicable)*

**ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:**

<b>DPW Project Leader:</b>	KANUKANI KWINDA	<b>Telephone no:</b>	0117136057
<b>Cell no:</b>	0794940799	<b>Fax no:</b>	N/A
<b>E-mail:</b>	kanukani.kwinda@dpw.gov.za		

**DEPOSIT / RETURN OF BID 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 bid document.

All tenders must be submitted on the official forms –



Notice and Invitation to Bid: PA-04 (GS)

<b>BID DOCUMENTS MAY BE POSTED TO:</b>  THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 3  Braamfontein 2017  ATTENTION: <b>PROCUREMENT SECTION: ROOM G12</b>  <i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i>	OR	<b>DEPOSITED IN THE TENDER BOX AT:</b>  78 De-Korte str Braamfontein Mineralia Building G12
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**COMPILED BY:**

Kanukani Kwinda		Works Manager	13/10/2022
Name of Project Leader	Signature	Capacity	Date

## PA 32: INVITATION TO BID PART A

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER: **JHB 22/16** CLOSING DATE: **10/11/2022** CLOSING TIME: **11H00**

DESCRIPTION **PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.**

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

**78 Dekorte and De beer Street.Mineralia Building JHB**

**OR POSTED TO:**

**The Director General, Department of public Works Private Bag X3 Braamfontein**

**2017**

**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TCS PIN:		OR	CSD No:

B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
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IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>   <input type="checkbox"/>   <input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)  A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)  <b>A REGISTERED AUDITOR DETAILS:</b> NAME: REGISTRATION NUMBER: BUSINESS ADDRESS: ..... ..... ..... ..... TELEPHONE NUMBER:.....
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E-MAIL ADDRESS:.....

**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER .....		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

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

**PART B  
 TERMS AND CONDITIONS FOR BIDDING**

- 1. BID SUBMISSION:**
  - 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
  - 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
  - 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
  - 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
  - 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
- 2. TAX COMPLIANCE REQUIREMENTS**
  - 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
  - 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
  - 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
  - 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
  - 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
  - 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD

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

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

<b>Project title:</b>	<b>PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.</b>		
<b>Bid no:</b>	JHB 22/16	<b>Reference no:</b>	

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

**1. CIDB REGISTRATION NUMBER (if applicable)**

2. Any legal person, including persons employed by the State<sup>1</sup>; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

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

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

3.1 Full Name of bidder or his or her representative: .....

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder<sup>2</sup> ect .....

3.4 Company Registration Number: .....

3.5 Tax Reference umber:.....

3.6 VAT Registration Number: .....

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

<sup>1</sup> "State" means –

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

<sup>2</sup> "Shareholder" means –

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

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

3.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:

.....  
 .....

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

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

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

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

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other)



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

## 6. CERTIFICATION

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

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8



## PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

<b>Project title:</b>	PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEE'S AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.		
<b>Bid no:</b>	JHB 22/16	<b>Reference no:</b>	

### INTRODUCTION

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

---

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Name of Bidder	Signature	Date	Position



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

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

### RESOLVED that:

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

\_\_\_\_\_ (Project description as per Bid / Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

- \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

## PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

### RESOLVED that:

#### RESOLVED that:

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

\_\_\_\_\_  
\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: \_\_\_\_\_ *(Bid / Tender Number as per Bid /Tender Document)*

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

\_\_\_\_\_

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

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

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (Postal code) \_\_\_\_\_

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

**Note:**

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

# PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: JHB 22/16

## 2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date



## PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

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

### 1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

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

1.2. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20**.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

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

	<b>POINTS</b>
<b>1.3.1.1 PRICE</b>	<b>80</b>
<b>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

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

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

## 2. DEFINITIONS

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



P<sub>min</sub> = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

## 6. BID DECLARATION

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

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1**

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

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

**8 SUB-CONTRACTING (relates to 5.5)**

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

8.1.1 If yes, indicate:

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....

9.2 VAT registration number .....

9.3 Company registration number .....

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) Disqualify the person from the bidding process;
  - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

**WITNESSES:**

- 1. ....
- 2. ....

.....

**SIGNATURE(S) OF BIDDER(S)**

DATE:..... ADDRESS:.....



# public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

## DECLARATION FOR SECURITY SCREENING

Project title	PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.
Tender number	JHB 22/16
Advert date	21/10/2022
Site briefing date	N/A
Closing date	10/11/2022

I \_\_\_\_\_ from the Company

### Hereby undertake to:

1. I/We hereby declare that as the company **Director/s** before the bid is awarded will be subjected to a security vetting process and I/We will provide the Department with all the information required to execute the screening process.
2. I/We further declare that, all the **employees** relevant to the bid in question will also be subjected to security vetting, and the required documentation should be submitted to Security Management Unit within 14 days from the date of receipt.
3. Failure to sign the declaration will render the bid non responsive.

Signed by : \_\_\_\_\_  
Director of the Company

Company name : \_\_\_\_\_

DATE : \_\_\_\_\_



# public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

## DECLARATION FOR EPWP

Project title	PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.
Tender number	JHB22/16
Advert date	21/10/2022
Site briefing date	N/A
Closing date	10/11/2022

I \_\_\_\_\_ from the Company

### Hereby undertaking:

- To comply with EPWP requirements in terms of job creation and reporting.

### PROVIDE THE FOLLOWING INFORMATION:

- Certified copies of identity documents for the beneficiaries.
- Attendance registers.
- Proof of payments for their salaries.

**Failure to sign the undertaking will render the bid non responsive.**

Signed by : \_\_\_\_\_  
Director of the Company

Company name : \_\_\_\_\_

DATE : \_\_\_\_\_



public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

**DECLARATION  
FOR  
LIGHT DELIVERY VEHICLE LDV.**

Project title	PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.
Tender number	JHB 22/16
Advert date	21/10/2022
Site briefing date	N/A
Closing date	10/11/2022

I \_\_\_\_\_ representing the

Company \_\_\_\_\_.

**Hereby undertaking:**

- To provide Light Delivery Vehicle (LDV)

Failure to sign the undertaking will deem the bid non-responsive.

Signed by : \_\_\_\_\_  
Director of the Company

Company name : \_\_\_\_\_

Date : \_\_\_\_\_



## DECLARATION FOR PUBLIC LIABILITY INSURANCE

<b>Project title</b>	PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.
<b>Tender number</b>	JHB 22/16
<b>Advert date</b>	21/10/2022
<b>Closing date</b>	10/11/2022
<b>Site briefing date</b>	n/a

I \_\_\_\_\_ from the Company

Hereby undertake to:

- Be responsible for all the legal claims that may arise while on duty during the execution of the duties on site in the event that any injury or damage may occur.
- I hereby exonerate the Department from any third party liability that may arise.
- In the event of any legal process against the Department arising within the scope of my responsibility the former will notify the bidder in writing herein.
- Should the bidder not sign this undertaking, the Bid will be deemed Non-responsive and it will not be evaluated further.

Signed by : \_\_\_\_\_  
Director of the Company

Signature : \_\_\_\_\_

Company name : \_\_\_\_\_

Date : \_\_\_\_\_

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

<b>Project title:</b>	<b>PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.</b>		
<b>Tender / quotation no:</b>	JHB 22/16	<b>Closing date:</b>	10/11/2022
<b>Advertising date:</b>	21/10/2022	<b>Validity period:</b>	60 Calendar days

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

#### 1.1. Current projects

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

## DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

<b>Project title:</b>	<b>PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.</b>		
<b>Tender no:</b>	<b>JHB 22/16</b>	<b>Reference no:</b>	<b>NEW</b>

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure 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)*

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

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

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>



## DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>Project title:</b>	<b><i>PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.</i></b>		
<b>Tender no:</b>	<i>JHB 22/16</i>	<b>Reference no:</b>	<i>NEW</i>

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	<b>Name and address of proposed Subcontractor</b>	<b>Nature and extent of work</b>	<b>Previous experience with Subcontractor</b>
<b>1</b>			
<b>2</b>			
<b>3</b>			
<b>4</b>			
<b>5</b>			

<b>Name of representative</b>	<b>Signature</b>	<b>Capacity</b>	<b>Date</b>

<b>Name of organisation:</b>	
------------------------------	--



## DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

<b>Project title:</b>	<b><i>PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.</i></b>		
<b>Tender no:</b>	JHB 22/16	<b>Reference no:</b>	NEW

<b>Name of Electrical Contractor:</b>	
<b>Address:</b>	
<b>Electrical Contractor registration number at the Department of Labour</b>	

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>



## DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	<b>PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.</b>		
Tender no:	JHB 22/16	Reference no:	NEW

This schedule should be completed by the tenderer. (Attach additional pages if more space is required)

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works and Infrastructure within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

### FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left( \frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

## PA-10: General Conditions of Contract (GCC)

### General Conditions of Contract

#### 1. Definitions

1. The following terms shall be interpreted as indicated:

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



## PA-10: General Conditions of Contract (GCC)

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

### 2. Application

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

### 3. General

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

### 4. Standards

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

### 5. Use of contract documents and information; inspection.

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



## PA-10: General Conditions of Contract (GCC)

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

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

### 6. Patent rights

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

### 7. Performance security

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

### 8. Inspections, tests and analyses

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

## PA-10: General Conditions of Contract (GCC)

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

### 9. Packing

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

### 10. Delivery and documents

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

### 11. Insurance

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

### 12. Transportation

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

### 13. Incidental services

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



## PA-10: General Conditions of Contract (GCC)

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

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

### 14. Spare parts

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

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

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

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

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

### 15. Warranty

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

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

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

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

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

### 16. Payment

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

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

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

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

### 17. Prices



## PA-10: General Conditions of Contract (GCC)

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

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

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

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

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

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

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

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

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

### 24. Anti-dumping and countervailing duties and rights

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



## PA-10: General Conditions of Contract (GCC)

### 25. Force Majeure

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

### 26. Termination for insolvency

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

### 27. Settlement of Disputes

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

### 28. Limitation of Liability

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



PA-10: General Conditions of Contract (GCC)

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

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

**32. Taxes and duties**

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

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

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

**33. National Industrial Participation Programme (NIPP)**

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

**34. Prohibition of Restrictive Practices**

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

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

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

Name of Bidder	Signature	Date



public works  
& infrastructure

---

Department:  
Public Works and Infrastructure  
**REPUBLIC OF SOUTH AFRICA**

**TENDER DOCUMENT**

**INVITATION TO TENDER FOR THE MAINTENANCE OF PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.**

**FOR THE APPOINTMENT OF A GENERAL PEST CONTROL CONTRACTOR IN THE NAME OF JOHANNESBURG REGION, GAUTENG SOUTH DISTRICT**

**TENDER NO: JHB 22/16**

**21 OCTOBER 2022**

**Name of tenderer: .....**

**ISSUED BY:**  
THE DIRECTOR-GENERAL  
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

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## **Page**

### **The Tender**

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- T1.2 Tender Data(DPW-03 EC)

#### T2: RETURNABLE DOCUMENTS

- T2.1 List of Returnable Documents (PA-09 EC)
- T2.2 Returnable Schedules

### **The Contract**

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- C1.1 Form of Offer and Acceptance (DPW-07 FM)
- C1.2 Contract Data (DPW-04 FM)

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- C2.1 Pricing Instructions (PG-02.1 EC)
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- C4 Site Information (PG-03.1 EC)

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- A Job Card

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**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
JOHANNESBURG REGIONAL OFFICE**

**TERM CONTRACT**

- **THIS IS A SERVICE CONTRACT/ ~~NOT A SERVICE CONTRACT~~**
- **ALL REPAIRS REQUIRED WILL BE ATTENDED TO AS PER REQUEST**

**This is a term contract for 24 months for general PEST CONTROL maintenance and will cover all or some of the following requirements;**

- Day to day repairs(maintenance)
- Replacing of items directly linked to this specific tender as is requested.

**Rates**

- The rates in the price segment include a year 1 and year 2. This is applicable to the term of 24months.
- The duration of this term contract is divided into 24 months which would not necessarily calculate from January to December.
- This means that a term contract awarded on the 21/01/2018, the rates applicable to year one will be from the 21/01/2018 to 20/01/2019 and year two rates applicable from 21/01/2020 to 20/01/2021.**(This is an example only)**

**SCHEDULE A**  
**PRELIMINARIES**

**SCHEDULE A****PRELIMINARY AND GENERAL****SECTION 1****PRELIMINARIES**

Tenderers are to note that as this is a Schedule of Rates contract, Preliminaries items are not to be priced separately. Pricing of Preliminaries items by the tenderer are deemed to be included in all rates and no additional claims in this regard will be entertained

**SECTION A****FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW) SEPT 2005 VERSION 1 (PA-10 FM)**

The tenderer is deemed to have referred to the above-mentioned document, and to all amendments as reflected in the Contract Data (DPW-04 FM), for the full intent and meaning of each clause. These clauses are referred to by clause number and heading only

<b>A1</b>	<b>DEFINITIONS</b> Clause 1
<b>A2</b>	<b>INTERPRETATION</b> Clause 2
<b>A3</b>	<b>DURATION</b> Clause 3
<b>A4</b>	<b>RIGHTS AND OBLIGATIONS OF THE EMPLOYER</b> Clause 4
<b>A5</b>	<b>RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER</b> Clause 5
<b>A6</b>	<b>SERVICE MANAGER</b> Clause 6
<b>A7</b>	<b>SECURITY</b> Clause 7
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<b>A13</b>	<b>PROGRAMME</b> Clause 13

<b>A14</b>	<b>SUBCONTRACTING</b> Clause 14
<b>A15</b>	<b>INTELLECTUAL PROPERTY RIGHTS INDEMNITY</b> Clause 15
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<b>A18</b>	<b>NUISANCE</b> Clause 18
<b>A19</b>	<b>MATERIALS, WORKMANSHIP AND EQUIPMENT</b> Clause 19
<b>A20</b>	<b>URGENT WORK</b> Clause 20
<b>A21</b>	<b>INDEMNIFICATIONS</b> Clause 21
<b>A22</b>	<b>VARIATIONS</b> Clause 22
<b>A23</b>	<b>IDENTIFIED PROJECTS</b> Clause 23
<b>A24</b>	<b>SUSPENSION OF THE SERVICES</b> Clause 24
<b>A25</b>	<b>PENALTY FOR NON-PERFORMANCE</b> Clause 25
<b>A26</b>	<b>PAYMENTS</b> Clause 26
<b>A27</b>	<b>RELEASE OF SECURITY</b> Clause 27
<b>A28</b>	<b>OVERPAYMENTS</b> Clause 28
<b>A29</b>	<b>COMPLETION</b> Clause 29
<b>A30</b>	<b>ASSIGNMENT</b> Clause 30
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<b>A32</b>	<b>OWNERSHIP AND PUBLICATION OF DOCUMENTS</b> Clause 32
<b>A33</b>	<b>BREACH OF CONTRACT</b> Clause 33

<b>A34</b>	<b>STOPPAGE AND/OR TERMINATION OF CONTRACT</b> Clause 34
<b>A35</b>	<b>DISPUTE RESOLUTION</b> Clause 35
<b>A36</b>	<b>GENERAL</b> Clause 36
<b>A37</b>	<b>DOMICILIUM CITANDI ET EXECUTANDI</b> Clause 37
<b>SECTION B</b>	
<b>SPECIFIC PRELIMINARIES</b>	
<b>B1</b>	<b>PREAMBLES</b> The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.0", which is obtainable on the Department's website shall be read in conjunction with this document and be referred to for the full descriptions of work to be done and materials to be used
<b>B2</b>	<b>TRADE NAMES</b> Wherever a trade name for any product has been described in the Schedule of Rates, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to written approval being obtained from the Departmental Representative prior to the closing date of the submission of tenders  If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for
<b>B3</b>	<b>EXISTING PREMISES OCCUPIED</b> The existing premises will be in use and occupied during the execution of the work  The Contractor shall execute the work in such a manner as will least interfere with the general routine of the occupants of the premises and shall minimise any nuisance from dust, noise or other causes
<b>B4</b>	<b>CLEANING</b> The Contractor shall regularly remove or dispose of any rubbish and superfluous material that may accumulate on the site
<b>B5</b>	<b>PLANT AND SCAFFOLDING</b> The Contractor shall provide, maintain and remove if no longer required all plant and scaffolding necessary for the execution of the work  Scaffolding will not be permitted to be erected from buildings on adjacent premises
<b>B6</b>	<b>OCCUPATIONAL HEALTH AND SAFETY ACT</b> The Contractor shall comply with all the requirements as set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)  It is required of the Contractor to thoroughly study the Health and Safety Specification that is issued together with this documentation. The Contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. Provision for the pricing of a Health and Safety Plan is made in the Summary Page of this document.

**B7**

**EXPANDED PUBLIC WORKS PROGRAMME (EPWP)**

The Contractor shall comply with all the requirements as set out in the "Additional Specification SL: Employment and Training of Youth Workers on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS) that is issued together with this documentation.

Provision for the pricing of the EPWP Specification is made in Schedule E of this document

**REPUBLIC OF SOUTH AFRICA**  
**DEPARTMENT OF PUBLIC WORKS**



**TERM CONTRACT**

**BID FOR**

**JHB REGION: PEST CONTROL AND FUMIGATION RODENTS, TERMITES, BEES AND WASPS WITHIN THE JURISDICTION OF THE JHB REGIONAL OFFICE FOR 24 MONTHS.**

.....

**THIS DOCUMENT IN ITS ENTIRETY IS THE PROPERTY OF DPWI JHB REGIONAL OFFICE**

**JOHANNESBURG ANY COPYING OR ILLEGAL DISTRIBUTION IS PROHIBITED**

**SCHEDULE B: SERVICE SCHEDULE FOR DOJ; PEST CONTROL AND TREATMENT OF RODENTS (STATE OWNED)**

**PRICES FOR SERVICING SHALL INCLUDE ALL SABS APPROVED CHEMICALS AND EQUIPMENT REQUIRED TO EFFECTIVELY COMPLETING OVER 2 YEARS QUARTERLY SERVICES FOR ALL MAGISTRATE COURTS AND DPWI BUILDINGS, WITH IN THE JURISDICTION OF THE JOHANNESBURG REGIONAL OFFICE**

**Note: -**

- The description of the service required entails the following:
- Prices for servicing include, labour, consumables, minor and incidental repairs and all other overheads.
- Prices are to be totaled and carried over to the summary page.
- 

**Description of property**

- Constitutional and High court and all other Magistrates Courts, and other official buildings directly linked to DOJ on site, and DPW Buildings that is included in this Bid

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B
				Rates	Amount	Rates	Amounts	
1.	Benoni Magistrates court	Item	1000	R	R	R	R	R
2.	Daveyton Magistrates Court	Item	1000	R	R	R	R	R
3.	Boksburg Magistrate Court	Item	1000	R	R	R	R	R
4.	Boksburg Family Court	Item	1000	R	R	R	R	R
5.	Vosloorus Magistrate Court	Item	1000	R	R	R	R	R
				SUB-TOTAL				R

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B
				Rates	Amount	Rates	Amounts	
6.	Brakpan Magistrates Courts	Item	1000	R	R	R	R	R
7.	Tsakane Magistrates Court	Item	1000	R	R	R	R	R
8.	Germiston Magistrates Courts President street	Item	1000	R	R	R	R	R
9.	Germiston Magistrate Court Hardach Street	Item	1000	R	R	R	R	R
10.	Edenvale Branch Court	Item	1000	R	R	R	R	R
11.	Heidelberg Court	Item	1000	R	R	R	R	R
12.	JHB South Gauteng High Court	Item	1000	R	R	R	R	R
<b>SUB-TOTAL</b>								R

SUB TOTAL TO BE CARRIED OVER TO THE FINAL SUMMARY PAGE

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B	
				Rates	Amount	Rates	Amounts		
13.	Johannesburg Magistrate Court	Item	1000	R	R	R	R	R	
14.	Protea-Soweto Court	Item	1000	R	R	R	R	R	
15.	Brixton Branch Court	Item	1000	R	R	R	R	R	
16.	Hillbrow Branch Court	Item	1000	R	R	R	R	R	
17.	Orlando Branch Court	Item	1000	R	R	R	R	R	
18.	Lenasia Branch Court	Item	1000	R	R	R	R	R	
19.	Jeppe Branch Court	Item	1000	R	R	R	R	R	
20.	Kliptown Branch Court	Item	1000	R	R	R	R	R	
21.	Meadowlands Branch Court	Item	1000	R	R	R	R	R	
SUB-TOTAL								R	R

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B	
				Rates	Amount	Rates	Amounts		
30.	Devon Periodical Court	Item	1000	R	R	R	R	R	
31.	Oberholzer Court/ Carletonville	Item	1000	R	R	R	R	R	
32.	Randburg Court	Item	1000	R	R	R	R	R	
33.	Alexandria Court	Item	1000	R	R	R	R	R	
34.	Randfontein Court	Item	1000	R	R	R	R	R	
35.	Rooderpoort Court	Item	1000	R	R	R	R	R	
36.	Springs Court	Item	1000	R	R	R	R	R	
37.	Kwa Thema Branch Court	Item	1000	R	R	R	R	R	
SUB-TOTAL								R	

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B	
				Rates	Amount	Rates	Amounts		
38.	Vanderbijlpark Court	Item	1000	R	R	R	R	R	
39.	Sebokeng Court	Item	1000	R	R	R	R	R	
40.	Vereeniging Court	Item	1000	R	R	R	R	R	
41.	Westonaria Court	Item	1000	R	R	R	R	R	
42.	Palm Ridge Court	Item	1000	R	R	R	R	R	
43.	Constitutional Court	Item	1000	R	R	R	R	R	
44.	National Prosecuting Authority (NPA)	Item	1000	R	R	R	R	R	
SUB-TOTAL								R	

**SCHEDULE C: SERVICE SCHEDULE FOR SAPS; PEST CONTROL AND TREATMENT OF RODENTS (STATE OWNED)**

**PRICES FOR SERVICING SHALL INCLUDE ALL SAPS APPROVED CHEMICALS AND EQUIPMENT REQUIRED TO EFFECTIVELY COMPLETING OVER 2 YEARS QUARTERLY SERVICES FOR ALL MAGISTRATE COURTS AND DPWI BUILDINGS, WITH IN THE JURISDICTION OF THE JOHANNESBURG REGIONAL OFFICE**

**Note: -**

- The description of the service required entails the following:
- Prices for servicing include, labor, consumables, minor and incidental repairs and all other overheads.
- Prices are to be totaled and carried over to the summary page.

**Description of property**

- SAPS , and other official buildings directly linked to DOJ on site, and DPW Buildings that is included in this Bid

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B
				Rates	Amount	Rates	Amounts	
45.	Actonville Station	Item	1200	R	R	R	R	R
46.	Alberthon Station	Item	1200	R	R	R	R	R
47.	Alexandria Station	Item	1200	R	R	R	R	R
48.	Barrage Station	Item	1200	R	R	R	R	R
49.	Benoni Station	Item	1200	R	R	R	R	R
	SUB-TOTAL			R	R	R	R	R

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B
				Rates	Amount	Rates	Amounts	
50.	Benoni SAPS Dog Unit	Item	1200	R	R	R	R	R
51.	Benoni Vehicle Pound	Item	1200	R	R	R	R	R
52.	Benoni Mechanical School	Item	1200	R	R	R	R	R
53.	Bekkersdal Station	Item	1200	R	R	R	R	R
54.	Boksburg North Station	Item	1200	R	R	R	R	R
55.	BooySENS Station	Item	1200	R	R	R	R	R
56.	Boipatong Station	Item	1200	R	R	R	R	R
<b>SUB-TOTAL</b>								R

SUB TOTAL TO BE CARRIED OVER TO THE FINAL SUMMARY PAGE

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B
				Rates	Amount	Rates	Amounts	
57.	Bophelong Satellite Station	Item	1200	R	R	R	R	R
58.	Brakpan Station	Item	1200	R	R	R	R	R
59.	Bramley Station	Item	1200	R	R	R	R	R
60.	Brixton Station	Item	1200	R	R	R	R	R
61.	Cleveland Station	Item	1200	R	R	R	R	R
62.	Crystal Park SAPS	Item	1200	R	R	R	R	R
63.	Dawn Park Station	Item	1200	R	R	R	R	R
64.	Daveyton Station	Item	1200	R	R	R	R	R
65.	Devon Station	Item	1200	R	R	R	R	R
SUB-TOTAL								R

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B
				Rates	Amount	Rates	Amounts	
74.	Eldorado Park Station	Item	1200	R	R	R	R	R
75.	Eisburg Station	Item	1200	R	R	R	R	R
76.	Ennerdale Station	Item	1200	R	R	R	R	R
77.	Etwatwa Station	Item	1200	R	R	R	R	R
78.	Evaton Station	Item	1200	R	R	R	R	R
79.	Florida Station	Item	1200	R	R	R	R	R
80.	Fairlands Station	Item	1200	R	R	R	R	R
81.	Germiston Station	Item	1200	R	R	R	R	R
SUB-TOTAL								R

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B
				Rates	Amount	Rates	Amounts	
90.	Jabulani Station	Item	1200	R	R	R	R	R
91.	Jeppe Station	Item	1200	R	R	R	R	R
92.	Johannesburg Central Station	Item	1200	R	R	R	R	R
93.	Kagiso Station	Item	1200	R	R	R	R	R
94.	Kathlehong North Station	Item	1200	R	R	R	R	R
95.	Kathlehong Station	Item	1200	R	R	R	R	R
96.	Kempton Park Station	Item	1200	R	R	R	R	R
97.	Khutsong Station	Item	1200	R	R	R	R	R
SUB-TOTAL								R

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B
				Rates	Amount	Rates	Amounts	
98.	Kliptown Station	Item	1200	R	R	R	R	R
99.	Kliprivier Station	Item	1200	R	R	R	R	R
100.	Krugersdorp Station	Item	1200	R	R	R	R	R
101.	Kwathema Station	Item	1200	R	R	R	R	R
102.	Langlaagte Station	Item	1200	R	R	R	R	R
103.	Lenasia Station	Item	1200	R	R	R	R	R
104.	Lenasia South Station	Item	1200	R	R	R	R	R
105.	Linden Station	Item	1200	R	R	R	R	R
SUB-TOTAL								R



Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B	
				Rates	Amount	Rates	Amounts		
114.	Nigel Station	Item	1200	R	R	R	R	R	
115.	Naledi Station	Item	1200	R	R	R	R	R	
116.	Birchleigh Detectives	Item	1200	R	R	R	R	R	
117.	Norwood Station and Barracks	Item	1200	R	R	R	R	R	
118.	Orange Farm Station	Item	1200	R	R	R	R	R	
119.	Orlando Station	Item	1200	R	R	R	R	R	
120.	Parkview Station	Item	1200	R	R	R	R	R	
121.	Primrose Station	Item	1200	R	R	R	R	R	
SUB-TOTAL								R	R

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B
				Rates	Amount	Rates	Amounts	
122.	Protea Glen Station	Item	1200	R	R	R	R	R
123.	Rabie Ridge Station	Item	1200	R	R	R	R	R
124.	Randburg Station	Item	1200	R	R	R	R	R
125.	Randfontein Station	Item	1200	R	R	R	R	R
126.	Ratanda Station	Item	1200	R	R	R	R	R
127.	Reiger Park Station	Item	1200	R	R	R	R	R
128.	Rooderpoort Station	Item	1200	R	R	R	R	R
129.	Rosebank Station	Item	1200	R	R	R	R	R
SUB-TOTAL								R

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B
				Rates	Amount	Rates	Amounts	
138.	Vanderbijlpark Station	Item	1200	R	R	R	R	R
139.	Vanderbijlpark Flying Squad	Item	1200	R	R	R	R	R
140.	Vosloorus Station	Item	1200	R	R	R	R	R
141.	Vaal Marina Station	Item	1200	R	R	R	R	R
142.	Wedela Station	Item	1200	R	R	R	R	R
143.	Westonaria Station	Item	1200	R	R	R	R	R
144.	Zonkizwiwe Station	Item	1200	R	R	R	R	R
SUB-TOTAL								R

**SCHEDULE D: SERVICE SCHEDULE FOR DCS; PEST CONTROL AND TREATMENT OF RODENTS (STATE OWNED)**

**PRICES FOR SERVICING SHALL INCLUDE ALL SABS APPROVED CHEMICALS AND EQUIPMENT REQUIRED TO EFFECTIVELY COMPLETING OVER 2 YEARS QUARTERLY SERVICES FOR ALL MAGISTRATE COURTS AND DPWI BUILDINGS, WITH IN THE JURISDICTION OF THE JOHANNESBURG REGIONAL OFFICE**

**Note: -**

- The description of the service required entails the following:
- Prices for servicing include, labour, consumables, minor and incidental repairs and all other overheads.
- Prices are to be totaled and carried over to the summary page.
- DEPARTMENT OF CORRECTIONAL SERVICE

**SUB TOTAL TO BE CARRIED OVER TO THE FINAL SUMMARY PAGE**

Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B
				Rates	Amount	Rates	Amounts	
145.	Boksburg Prison	Item	3000	R	R	R	R	R
146.	Vereeniging Prison	Item	3000	R	R	R	R	R
147.	Devon Prison	Item	3000	R	R	R	R	R
148.	Nigel Prison	Item	3000	R	R	R	R	R
149.	Krugersdorp Prison	Item	3000	R	R	R	R	R
150.	Heidelberg Prison	Item	3000	R	R	R	R	R
151.	Diepkloof Prison	Item	3000	R	R	R	R	R
152.	Leeukop Prison	Item	3000	R	R	R	R	R
153.	Modderbee Prison	Item	3000	R	R	R	R	R
								R



Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1 A		YEAR 2 B		TOTAL AMOUNT A+B
				Rates	Amount	Rates	Amounts	
136.	Olifantsfontein- Indlela Training Centre	Item	4000	R	R	R	R	R
137.	Braamfontein -Legal Medical House	Item	3000	R	R	R	R	R
138.	Braamfontein -Mines Medical Bureau	Item	3000	R	R	R	R	R
139.	Ditsong War Museum	Item	2000	R	R	R	R	R
140.	JHB -SARS Office	Item	2000	R	R	R	R	R
141.	JHB- Karsene Customs House	Item	2000	R	R	R	R	R
						SUB-TOTAL		R



Item No	Description: Quarterly Treatment Of Rodents	Unit	Quantity	YEAR 1		YEAR 2		TOTAL AMOUNT A+B	
				A		B			
				Rates	Amount	Rates	Amounts		
136.	Dunnottar Military Base	Item		R	R	R	R	R	
137.	Sandton Commando	Item		R	R	R	R	R	
138.	Marievale Construction Unit	Item		R	R	R	R	R	
SUB-TOTAL								R	R

**SCHEDULE G****ERADICATION OF INFESTATIONS****PRICE AS PER UNIT OF MEASUREMENT**

<b>Item No</b>	<b>Description Eradication of infestation at all Client Departments</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate(R)</b>	<b>Amount</b>
1.	Termite/extermination/ Eradication(drilling method four holes/ Lm) at a depth of a minimum of 600mm and angled at <b>45 degrees</b>	Lineal Meters	1000		R
2.	<b>Termite/extermination/ Eradication with termite stop for grass areas</b>	<b>Square Meters</b>	1000		R
3.	<b>Removal of Termites Nest</b>	<b>No</b>	1		R
4.	<b>Removal of Snakes</b>	<b>No</b>	1000	R	R
5.	<b>Supply and install rodent bait station micki box complete (tamper proof)</b>	<b>Per box placed</b>	1000	R	R
6.	<b>Removal of wasp nest</b>	<b>No</b>	100	R	R
7.	<b>Removal of bee hives</b>	<b>No</b>	100	R	R
				<b>SUB TOTAL</b>	R

**SCHEDULE G CONTINUED**

<b>Item No</b>	<b>Description</b>	<b>Unit</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
<b>8.</b>	Cleaning of faeces droppings Treatment for Eradication of Birds Infestation in Ceilings etc.	m <sup>2</sup>			
<b>09.</b>	The removal and relocation of bats inclusive of nest as is required in-terms of the environmental act on bird protected species and pest control(investigate the act)	no			
<b>10.</b>	Fogging for book lice and other infestations associated with archives and libraries (application of neopybuthrin, nuvan profi, responar or similar in quality	Square Meters	1000	R	R
<b>11</b>	Supply and fit eagle eyes on roof to prevent bird infestation; Allow for the installation of the system complete with solar powered energy.	No	1000	R	R
<b>12.</b>	Supply and fit bird repellent squawker on roof to prevent bird infestation; Allow for the installation of the system complete with an electrical supply	no	1000	R	R
<b>SUB TOTAL</b>					

Item No	Description	Unit	Quantity	Rate	Amount
13.	Eradication of infestation at all Client Departments Cleaning of Carpets	Square Meters	Per Square Meter		R
14.	Supply and fit special steel(rust proof) spikes on window sills as per the manufactures specification to prevent birds nesting	Lineal meter	1000	R	R
15.	Supply and apply special purpose made sticky gel on window sills and other strictly according to the manufactures specification to prevent bird infestation	Litre	200	R	R
16	Carefully locate snakes and SAFETLY remove from site, if the species is endangered it should be handed in at the nearest ZOO or registered institute that deals with snakes and its relocation	number	R		R
17.	Controlling of Flying Insects.	Square Meters	Per Square Meter		R
18.	Controlling of viper Spiders	Square Meters	Per Square Meter		R
				<b>SUB TOTAL</b>	R

**SUMMARY PAGE**

<b>NO</b>	<b>Description</b>	<b>Amount</b>
1.	Total carried forward from page 36	R
2.	Total carried forward from page 37	R
3.	Total carried forward from page 38	R
4.	Total carried forward from page 39	R
	<b>TOTAL CARRIED FORWARD TO FINAL SUMMARY PAGE</b>	<b>R</b>

**SCHEDULE H:  
Methodology/ APPLICATION-(**

**Specify type of chemical/s currently using and the method of application for each of the applications below guarantees on all the methodologies will be discussed with the successful bidder. All methodologies must comply with the latest Environmental Act with regards to pest control considering protected species and qualifying pest control.**

No	Item	Describe the method of application for the environmental act	Specify type of chemicals you are currently using for this application.	APPROVED By the DOA  YES/NO
1	Termite/extermination/ Eradication( DRILLING METHOD)	Include the environmental act pertaining to pest control –consult with OHSA	Are these chemical/s SABS approved by the Department of Agriculture (DOA) for this type of service. All chemicals considered must be user friendly.	
2.	Termite/extermination/ Eradication on grass using termite stop or similar			

No	Item	Describe the method of application for	Specify type of chemicals you are Currently using for this application. Are these chemical/s SABS approved by the Department of Agriculture (DOA) for this type of service, All chemicals considered must be user friendly.	APPROVED By the DOA YES/NO
3.	Treatment for rodent eradication			
4.	Treatment for bird Infestation in Ceilings and outside areas			
5.	Fogging for book lice and other infestations associated with archives and libraries			
6.	Controlling of Bedbug, Ticks and Fleas as is required in-terms of the environmental act and pest control			
7.	The removal of Bat as is required in-terms of the environmental act on bird protected species and pest control			

**ADDITIONAL REMARKS ON THE ABOVE**

**EXPLANATIONS:** \_\_\_\_\_

\_\_\_\_\_

-

\_\_\_\_\_

\_\_\_\_\_

**BIDDERS COMPANY NAME:**

\_\_\_\_\_

\_\_\_\_\_

**DATE:**

\_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_



**SCHEDULE I – TRANSPORT  
DOJ& DPW – PEST CONTROL**

1	TRANSPORT COST ALL AREA)	UNIT	QUANTITY	RATE	AMOUNT R            c
1.1	NOTE: The costs of workers and drivers traveling time shall be deemed to be included with the unit rates for transport costs				
1.2	All distances traveled will be measured from the <b>Regional Office.</b>				
1.3	The attached Map Clearly indicate the JHB R/O Jurisdiction. The area has been divided into four zones, And the Kilometers Calculated is for a return Journey.  Zone 1 – 40 KM  Zone 2 – 80 KM  Zone 3 – 120 KM  Zone 4 – 180 KM				
1.4	Transport cost of a Vehicle with a loading Capacity of 1 ton	Price / KM From Zone 1 to 4		R	R
1.5	Transport cost of a Vehicle with a loading Capacity of 2 ton	Price / KM From Zone 1 to 4		R	R
	Transport cost carried to summary page.			Sub Total	

NOTE: CURRENT AA RATES MUST BE CONSIDERED.

**SCHEDULE K – Expanded Public Works Program – (EPWP)  
Skills Development – Internship/Beneficiary**

	<b>Employment of Youth Workers</b>	<b>UNIT</b>	<b>Quantity</b>	<b>Rate</b>	<b>AMOUNT/year one and two R c</b>
	<p><b><u>EMPLOYMENTS OF YOUTH WORKERS</u></b></p> <p>Employment of Youth Workers</p> <p>The unit of measurement shall be the number of youth workers at the labor rate of R2500 per month as the amount agreed by MINMEC multiplied by the period employed in months and the rate tender shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 24 months appointment for youth worker/s. Allow for R2500.00/mth x 12mths</p> <p>Allow for R2500.00/mth x 12mths + 6% Allow for 6% increase in year two</p> <p>Profit and attendance (ref.SL 11.05.02) (a) Admin cost (b) Transport cost</p> <p><b><u>PROVISION OF EPWP DESIGNED OVERRALLS AND HARD HATS TO YOUTH WORKERS</u></b></p> <p>Supply 2 x EPWP branded overalls, 1 x EPWP branded hard hat and safety shoes to youth workers (ref. SL11.05.01)</p> <p><b><u>Provision of small tools for youth workers</u></b></p> <p>Provide all youth worker with prescribe tools for the respective trade specification for the mentioned tools to be provided by the service provider. These tools will become the property of the youth workers after the completion of the program (ref. SL 11.06.01)</p>	<p>Worker days</p> <p>Worker days</p> <p>%</p> <p>Item</p> <p>Item</p>	<p>240</p> <p>240</p> <p>R61,800.00</p> <p>One off</p>	<p>R125.00 X 2</p> <p>R132.50 X 2</p> <p>15%</p>	<p>R60,000.00</p> <p>R60,000.00</p> <p>R9270.00</p> <p>R1500.00</p> <p>R3000.00</p>
	<b>Total cost carried to summary page.</b>			<b>subtotal</b>	<b>R 133,770.00</b>

**SUMMARY PAGE: SCHEDULE: L  
SPECIFICATION  
FOR  
PEST CONTROL, FUMIGATION, REPAIR OF EAGLE EYES, RODENTS CONTROL AND  
TERMITE EXTERMINATION WORKS IN THE DEPARTMENT OF CHIEF JUSTICE AND  
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE STATE BUILDINGS  
ONLY, FOR ALL OTHER CLIENT DEPARTMENTS RODENTS CONTROL, TERMITES,  
BEES, WASP AND ERADICATION OF SNAKES ONLY  
IN  
GAUTENG PROVINCE  
FOR  
THE NATIONAL DEPARTMENT OF PUBLIC WORKS  
WITHIN  
THE JOHANNESBURG REGIONAL OFFICE JURISDICTION  
SUMMARY**

The total tender price for this service must include all labour and material required for the proper execution of the work and shall be carried over to the Tender Form which must be returned together with this document.

1.	Amount for Schedule B	R _____
2.	Amount for Schedule C	R _____
3.	Amount for Schedule D	R _____
4.	Amount for Schedule E	R _____
5.	Amount for Schedule F	R _____
6.	Amount for Schedule G	R _____
7.	Amount for Schedule H	R _____
8.	Amount for Schedule I	R _____
9.	Amount for Schedule J	R _____
10.	Amount for Schedule K	R 133,770.00
	<b>Sub-total</b>	R _____
	<b>Value-added Tax (VAT)</b>	R _____
	<b>Total carried forward to Tender Form</b>	R _____

BIDDERS COMPANY NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

# JOHANNESBURG REGIONAL OFFICE

## TENDER NO. : JHB 22/16

### Health and Safety Specification

**OCCUPATIONAL HEALTH****AND****SAFETY ACT****AND****REGULATIONS****PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

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## **1. INTRODUCTION AND BACKGROUND**

### **1.1 Background to the Pre-Construction Health and Safety Specification**

- 1) The Construction Regulations of February 2014 in terms of Regulation 5(1)(b) places the onus on the Client to prepare a Pre-Construction Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.
- 2) This document serves to address all the above mentioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Works hereinafter referred to as the Client throughout this document.
- 3) This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 5(1)(h) of the Construction Regulations of February 2014 and to determine his/her suitability to perform such work in a safe and healthy manner.

## **2.1 SCOPE**

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project.

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

## **2.2 Contractual Issues**

- 1) Due to fact that this document is based on legislative requirements the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
- 2) The Client or its duly appointed representative reserves the right to stop any contractor from working whenever Safety, Health or Environmental requirements are being violated. Any resultant costs of such work stoppages will be for the Contractors account.
- 3) The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.
- 4) The Client will not entertain any claim of any nature whatsoever which has come about as result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

## **2.3 Safety, Health and Environmental Standards and Procedures**

- 1) The Contractor will ensure that all work performed by him/her is executed in accordance with work procedures which comply with accepted safety practices and applicable safety, health and Environmental legislation.
- 2) Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.
- 3) Where procedures have been specified by this Client in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Client or it's duly appointed representative.

## 2.4 Interpretations

### 2.4.1 APPLICATION

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

### 2.4.2 DEFINITIONS

- 1) The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations of February 2014 shall apply unless otherwise stipulated.
- 2) Any reference to "The Contractor" includes – the Principal and Sub - Contractor unless otherwise stipulated.

## 2.5 Minimum Administrative Requirements

### 2.5.1 Notification of Intention to Commence Construction Work

- 1) The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences if required in the format of Annexure 2. A copy of this notification must be forwarded to the Client prior to the commencement of Construction work.
- 2) Copies of such notification can be obtained from any Department of Labour Office.

### 2.5.2 **Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.**

- 1) The Contractor shall submit in the format of Annexure B, proof of all supervisory as well as any other relevant appointments as is required by the OHS Act and the Construction Regulations.
- 2) It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Safety, Health and Environmental Standards would not be negatively affected.
- 3) Should the Client or its representative deem such practice as having a negative affect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.
- 4) ***It is a specific requirement for this project that a competent Health and Safety Officer be appointed for the project on a full time basis for the duration of the Project.***

- 3) The organogram shall be updated when there are any changes in the Site Management Structure.

### **2.5.7 Preliminary Hazard Identification and Risk Analysis and Progress Hazard Identification and Risk Analysis**

- 1) A Preliminary Hazard Identification and Risk Analysis was conducted and can be found in the format of Annexure D. This Hazard Identification and Risk Analysis was performed to make the Contractor aware of potential Hazards, which could be present on the site and may not be comprehensive.
- 2) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of construction work, and the assessed risks shall form part of the Construction phase Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:
  - a) A list of hazards identified as well as potentially hazardous tasks;
  - b) A documented risk assessment based on the list of hazards and tasks;
  - c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
  - d) A monitoring and review procedure of the risks assessment as the risks change.
- 3) The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.
- 4) The Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (tool box talk strategy to be implemented and so on).
- 5) Should the Client or its duly appointed Representative identify alternative hazardous activities performed by the Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed then the contractor will be required to perform such an exercise before continuing such work

### **2.5.8 Health and Safety Representative(s)**

- 1) The Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.
- 2) The appointments must be in writing and the Health and Safety Representative shall 'carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

### **2.5.9 Health and Safety Committees**

The Principal Contractor shall ensure that project Health, Safety and Environmental meetings are held monthly or as deemed necessary by the project requirements.

- 1) Minutes must be kept on record and filled in the Site Health and Safety File.
- 2) Meetings must be organized and chaired by the Principal Contractors' Responsible Person.

## 2.5.10 Health and Safety Training

### 2.5.10.1 Induction

- 1) The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety Induction Training Session before starting work. A record of attendance shall be kept in the Health and Safety file. **A suitable venue must be supplied to provide this training.**
- 2) All visitors to the site must also be subjected to site-specific induction training highlighting items such as steps to follow in the event of emergency, restricted areas and so on.

### 2.5.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety File. All Contractors have to comply with these minimum requirements.

### 2.5.10.3 Competency

- 1) All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out.
- 2) The abovementioned competency requirements will be assessed on a regular basis by the Client, by means of Audits, Progress Meetings, and any other means deemed fit by the Client.
- 3) The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work and records should be kept of criteria used to determine competency.
- 4) The Client reserves the right to require competencies which may exceed the Contractors standards in which case alternative arrangements will have to be made to meet the Clients requirements.

## 2.5.11 General Record Keeping

- 1) The Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations of February 2014.
- 2) The Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, and so on are kept in a Health and Safety file held in the Site Office.
- 3) The Principal Contractor must ensure that every Contractor opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.

- 3) Valid certificates to be kept on site in the Site Safety File.
- 4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.
- 5) All Contractors with more than 5 employees shall supply their own first aid box
- 6) In the event of hazards chemical substances being present on site, first aiders must be trained to address any incidents of accidental exposure and their first aid kits stocked accordingly

### **2.5.15 Accident / Incident Reporting and Investigation**

- 1) Injuries are to be categorized into the following categories:
  - 1) first aid;
  - 2) medical;
  - 3) disabling; and
  - 4) fatal injuries.
- 2) All Contractors have to report on the 4 categories of injuries to the Principal Contractor as soon as is reasonably practicable.
- 3) The Principal Contractor must stipulate in his/her construction phase Health and Safety plan how he/she will handle each of these categories.
- 4) When reporting injuries to the Client, these categories shall be used.
- 5) All injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.
- 6) The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.
- 7) All incidents taking place in terms of Section 24 of the Act must be reported in the prescribed period and manner to the Department of Labour.
- 8) Copies of Section 24 reports, including WCL 1 & 2 forms must be forwarded to the Client immediately after completion.

### **2.5.16 Hazards and Potential Situations**

- 1) The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
- 2) Should a hazardous situation require work stoppages the work must be stopped and corrective steps taken such as Written Safe Work Procedures and issuing of Personal Protective Equipment.

### **2.5.17 Personal Protective Equipment (PPE) and Clothing**

- 1) The Contractor shall ensure that all workers are issued and wear Hard Hats, Safety Boots/Shoes and Overalls.

- 2) The Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times.
- 3) The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:
  - Lost or stolen;
  - Worn out or damaged.
- 4) The above procedure applies to Contractors and their Sub-Contractors.
- 5) The Contractor must ensure that no person enters the Site without the required Personal Protective Equipment.
- 6) Visitors to the Site must be provided with the required PPE such as Hard Hats, Earmuffs and Eye Protection.
- 7) Records of all PPE issued to staff must be kept on site in the Site Safety File.
- 8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.
- 9) Safety belts are not to be allowed on site due to its associated potential of injury to the user; only double lanyard safety harnesses are permitted.
- 11) Suitable eye protection must at all times be worn by the worker when performing grinding, chipping, chasing and other associated activities.
- 12) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.
- 13) Any person performing welding or brazing work will wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.
- 14) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid resistant overalls must be provided.
- 15) Ear protection must be worn in designated noise zone (in excess of 85dB)
- 16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.
- 17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.
- 18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

### **2.5.18 Occupational Health and Safety OHS Signage**

- 1) The Contractor shall provide adequate on-site OHS signage including but not limited to: “no unauthorized entry”, “report to site office”, “site office”, “beware of overhead work”, “hard hat area”.

- 2) Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.
- 3) In the event where work is being performed on a premises displaying signage such as no-parking, speed limits and so on, the Contractor will abide by the requirements of such signage except if otherwise instructed.

### **2.5.19 Permits**

- 1) The Contractor shall draft and implement where required permits which may include the following:
  - Use of Explosives and Blasting;
  - Work for which a fall prevention plan is required;
  - Use of cradles, and
  - Electrical work
  - Hot works
- 2) The Contractor will ensure that where permits are required that it is used and adhered to.

## **2.6 Physical Requirements**

### **2.6.1 Demolition Work**

- 1) Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client.
- 2) Such Safe Work Procedures' must where possible be submitted with the Site SHE Plan
- 3) Acceptance will then be issued to the Principal Contractor to proceed with the demolition work.
- 4) The Principal Contractor shall ensure that demolition work complies with the Construction Regulations of February 2014.
- 5) In the event where a structure identified for demolition includes substances such as lead or asbestos it must be performed within the requirements of the applicable legislative.

### **2.6.2 Excavations, Shoring, Dewatering or Drainage**

- 1) All excavation work must be performed under the supervision of a Competent Person as specified in Annexure B of this document and the Construction Regulations of July 2003.
- 2) Adequate Shoring and Bracing must be provided where required to ensure that the health and safety of the employees working in such excavations are not put at risk.
- 3) Adequate provisions must be made to ensure that water is drained from excavations which may enter such excavations as a result of seepage or rain.
- 4) All excavation made by the Contractor must be clearly demarcated and protected to prevent accidental access.

- 5) Barricading tape may only be used to make solid barricading more visible and may not be used as a means of barricading.
- 6) In addition to the abovementioned the requirements of Regulation 11 of the Construction Regulations of July 2003 must be adhered to.

### **2.6.3 Edge Protection.**

- 1) All open edges posing the risk of resulting in injuries or damage to equipment must be adequately guarded fenced or barricaded or other similar suitable means used to prevent injuries or damage to equipment.
- 2) Barricading tape is not deemed to be suitable and may only be used in addition to other suitable means as indicated above.

### **2.6.4 Explosives and Blasting**

- 1) All explosives must be transported or stored according to the requirements of SANS 0228.
- 2) Written approval must be obtained from the Chief Inspector Occupational, Health and Safety prior to any blasting activities taking place.
- 3) A copy of such permission from the Chief Inspector Occupational, Health and Safety must be supplied to the client prior to Blasting.
- 4) Prior to blasting a siren must be sounded, warning flags posted and guards placed at strategic locations points to prevent accidental entry to the blasting area.

### **2.6.5 Stacking of Materials**

- 1) Stacking and storage of materials must be performed under the Supervision of a Competent Person whom has been appointed in writing as required by Annexure B.
- 2) Storage areas must be designated, kept neat and under control. In addition to the abovementioned the requirements of General Safety Regulations as promulgated by Government Notice No R1031 dated 30 May 1986 as amended must be complied with.
- 3) In the event that unauthorized persons may enter an area where materials are stacked such area must be barricaded off to prevent access to such area.

### **2.6.6 Speed Restrictions and Protections**

- 1) Unless otherwise stipulated the speed limit on site to be adhered to is 10 Km/h.
- 2) Vehicle movement routes on site must be clearly indicated where applicable.
- 2) Signage to ensure the safe movement of vehicles on site as well as to ensure the health and safety of all employees and visitors on site must be displayed in strategic locations.

### **2.7.3 Fire Extinguishers and Fire Fighting Equipment**

- 1) The Principal Contractor and Sub Contractors shall provide or ensure adequate provision of regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur.
- 2) The appropriate notices and signs must be posted up as required.
- 3) Contractors may not utilize fire protection equipment belonging to the client without prior consent.

### **2.7.4 Hired Plant and Machinery**

- 1) The Contractor shall ensure that any hired plant and machinery used on site is safe for use.
- 2) The requirements as stipulated by the OHS Act 85/1993 and Construction Regulations of February 2014 shall apply.
- 3) The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Site Health and Safety File. All relevant Contractors must ensure the same.

### **2.7.5 Scaffolding / Working at Heights**

- 1) Working at heights includes any work that takes place in an elevated position in excess of 2m.
- 2) The Contractor must submit a risk-specific fall prevention plan and include a rescue plan in accordance with the Construction Regulations of February 2014 before this work is undertaken.
- 3) The fall prevention plan must be approved by the Client before work may commence.

### **2.7.6 Formwork and Support Work for Structures**

- 1) The Principal Contractor shall ensure that the provisions of Section 10 of the Construction Regulations of February 2014 are adhered to.
- 2) These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all Formwork and Support Work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the Formwork and Support Work has been removed.
- 3) Records of all inspections must be kept in a register on site.

### **2.7.7 Lifting Machines and Tackle**

- 1) The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20).
- 2) There must be a competent appointed lifting Machinery and Tackle Inspector on site

use of electrically isolated tools must be used.

### **2.7.12 Public and Site Visitor Health and Safety**

- 1) The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers.
- 2) Appropriate Health and Safety Notices and signs shall be posted up, but shall not be the only measure taken.

### **2.7.13 Night Work**

The Contractors must ensure that adequate lighting is provided to allow for work to be carried out safely.

### **2.7.14 Transportation of Workers**

- 1) The Contractor and shall not:
  - Transport persons together with goods or tools unless there is an appropriate area or section to store such goods.
  - Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
  - Permit workers to stand or sit on the edge of the transporting vehicle.
  - Transport workers in LDV's unless they are closed/covered and have the correct number of seats for the passengers.
- 2) No driver will transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
- 3) The driver of any LDV will not permit more than 2 passengers to occupy the cab of any single cab LDV and 4 passengers of any double cab LDV.
- 4) All vehicles operated on the site will in all aspects comply with the requirements of the Road Traffic Ordinance Act
- 5) Drivers of such vehicles will have a valid license for the code of vehicle being driven by them.
- 6) No servicing of vehicles will be permitted on a Construction Site, which is occupied by staff working for the Client.
- 7) Servicing or repairs of vehicles on site may only take place if such activities are performed with the necessary procedures in place to prevent any harmful effects to the environment.
- 8) All waste generated from servicing vehicles must be disposed off in accordance with relevant Environmental legislation.
- 9) In the event where Earth Moving Equipment is present on site the following must be adhered to:

- Drivers of vehicles must be instructed to avoid parking behind earth moving vehicles to ensure that their vehicles are visible to the operator of earth moving vehicles.
- Right of way must be afforded to earth moving machinery at all times.
- Vehicles must only be permitted to park where possible in designated areas

## **2.8 Occupational Health and Environmental Management.**

### **2.8.1 Occupational Hygiene**

- 1) Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.
- 2) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.
- 3) Contractors must prevent inhalation, ingestion, absorption, and noise induction.
- 4) Site-specific health risks are tabled in Annexure D such as cement -dust, wood-dust, noise and so on but is not limited to these items.
- 5) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
- 6) In the event where staff is required to be away from home due to the work they have to perform on behalf of the Contractor, the Contractor will provide suitable clean dry and hygienic accommodation, the cost thereof shall be borne by the Contractor.

### **2.8.2 Environmental Management**

- 1) The Contractor shall take all precautionary steps to prevent any pollution of the Environment.
- 2) Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
- 3) The Contractor will ensure that adequate procedures are implemented and maintained to ensure that all waste generated including asbestos waste is placed in suitable receptacles and removed from the site promptly.
- 4) Plans to deal with spillages must be in place and maintained.
- 5) No waste materials liquid or solid may be disposed of in drains.
- 6) No burning of waste material may take place where such material being burned may result in pollution of the air or give off toxic vapors which could be harmful to the health of employees or any other person present on site.

### **2.8.3 Welfare Facilities**

- 1) Contractors will supply sufficient toilets (1 toilet per 30 workers). Toilets will be so positioned that it is in close proximity of the workers. If more toilets are required contractors must make provision for this.
- 2) Showers (1 for every 15 workers).
- 3) Changing facilities.
- 4) Hand washing facilities, soap, toilet paper, and hand drying materials.
- 5) Waste bins must be strategically placed and emptied regularly.
- 6) Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment.
- 7) Workers must not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

### **2.8.4 Alcohol and other Drugs**

- 1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.
- 2) No person may be under the influence of alcohol or any other drugs while on the construction site.
- 3) Any person on prescription drugs must inform his/her Employer, who shall in turn report this to the Principal Contractor forthwith.
- 4) Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
- 5) Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

<b>ANNEUXRE A</b>
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The Contractor must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHS Act Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction/Building Work	Complete Annexure 2 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Persons	All relevant appointments as per OHS Act, Con Regs and Annexure B	Together with SHE Plan
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with SHE Plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	Construction Reg and Client Requirement	Together with SHE Plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with SHE Plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with SHE Plan
2.3.7	Initial Hazard Identification and Risk Assessment	Construction Regs.	Together with SHE Plan

## ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

### ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment or as deemed necessary: (further appointments could become necessary as the project progresses)

Appointment	OHSA Reference	Requirement abbreviated
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person
Construction Manager	CR 8(1)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Construction Work Supervisor	CR 8(7)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 8(8)	A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.
Health and Safety Officer	CR 8(5)	A competent Health and Safety officer in the control of all safety related aspects on site for the duration of the repair phase of this project.
Health & Safety	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident /Accident Investigator	GAR 8	A competent person(s) to investigate incidents/accidents on site and could be: <ul style="list-style-type: none"> <li>• The employer</li> <li>• H&amp;S Representative</li> <li>• Designated person</li> <li>• Members of the H&amp;S Committee</li> </ul>
Risk Assessment Co-ordinator	CR 9	A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall Protection Plan Co-ordinator	CR 10	A competent person(s) to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person(s) to address all on site first aid cases.
Lifting Machine & Equipment inspector	DMR 18	A competent person(s) to inspect lifting machines, equipment & tackle.
Scaffolding Erector	CR 16.1	A competent person(s) to erect scaffolding
Scaffolding Inspector	CR 16.2	A competent person(s) to inspect scaffolding before use and every time after bad weather etc
Temporary Works	CR 12	A competent person(s) to inspect formwork & support work
Excavation Inspector	CR 13	A competent person(s) to inspect excavation work and ensure that approved safe working procedures,

## OTHER REQUIREMENTS

### ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly which ever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> <li>• Incidents/accidents and investigations</li> <li>• Non conformances by employees &amp; External H&amp;S audit reports</li> </ul>	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. Numbers	
Risk assessment	Continuous	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> <li>• Scaffolding</li> <li>• Excavations</li> <li>• Formwork &amp; support work</li> <li>• Explosive tools</li> </ul>	
General Inspections	Monthly	<ul style="list-style-type: none"> <li>• Fire fighting equipment</li> <li>• Portable electrical equipment</li> <li>• Ladders</li> <li>• Lifting equipment/slings</li> </ul>	

What	When	Output	Accepted by Client & date
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' Workman's Compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatory's	

**NB:-**

**Although some of the work related to health and safety work is mentioned /noted in certain measured items in the bill of quantities it is still the contractor's responsibility to allow in his tender price for all work related to health and safety and the requirements as per this Health and Safety Specification**

**EXPANDED PUBLIC WORKS PROGRAM**

In terms of the EPWP the following is required by the successful bidder:

- 1 The successful bidder shall employ TWO (2) or more youth per year of contract.
- 2 He shall provide the youth with all necessary requirements for the execution of his duties.
- 3 He shall furnish DPW (EPWP) with all particulars of the youth engaged.
- 4 He shall provide DPW (EPWP) records of all monies paid to the youths
- 5 He will submit reports of progress of the youth on a monthly basis ( Using Integrated reporting system template as attached)
- 6 He will enter into a contract as attached with the youth.
- 7 Invoice must be accompanied by job creation statistics for every month, failing to submit employment statistic invoice will not be processed for payment.

**EPWP - NYS EMPLOYMENT AGREEMENT**

**CONTRACTOR** \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

ID: \_\_\_\_\_

AND \_\_\_\_\_

**YOUTH WORKER**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

ID: \_\_\_\_\_

1. I am pleased to confirm that you have been appointed to work on a task-based employment contract within an EPWP - NYS project. During this contract you will undertake various tasks.
2. This contract must be in conjunction with the standard terms and conditions of employment applicable to EPWP, a copy of which is attached.
3. The project where you will be employed is located at

**SOUTH GAUTEND REGION**

4. The contract will start on  
 .....  
 and end on .....

5. You must be aware that this contract is a limited term contract and not a permanent job. Your minimum period will be 12 months and the contract may be terminated for one of the following reasons:

- (a) Funding for the programme in your areas comes to an end.
- (b) You repeatedly do not perform in terms of the tasks set out in your work programme.
- (c) If you breach any of the terms and conditions of this contract.

6. Disciplinary:

You will be employed as a general laborer within the EPWP – NYS team.

7. While you are working you will report to

.....

8. Payment

You will be paid a fixed amount of R ..... for a .....basis.

9. The contractor shall not be required to provide to local beneficiaries:

- holiday, leave, sick or severance pay;
- a pension or similar scheme;
- a medical aid or similar scheme.

10. Signatures

Signed on this day ..... of ..... 20.....

Contractor: .....

Date:.....

Youth Worker: .....

Date:.....

Witness: .....

Date:.....

