public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: PANEL OF CONTRACTORS FOR GENERAL BUILDING MAINTENANCE IN MOPANI DISTRICT FOR A PERIOD OF 24MONTHS

BID NO:	**PLK 26/07**
Closing Date:	**05 May 2026**
Closing Time:	**11H00**
Bid Briefing Meeting Date:	**n/a**
Bid Briefing Meeting time:	**n/a**

Tenderers CSD No: .....

Name of the Tenderer: .....

Bid Box Address
Department of Public Works & Infrastructure
78 Hans van Rensberg street
Old Mutual Building
Polokwane
0700

SCM SPECIFIC ENQUIRIES:	**TECHNICAL / PROJECT SPECIFIC ENQUIRIES**
Enquires: **Morifi T**	Enquires: **Indicate**
Tel No: **0152938012** during office hours	Tel No: **0152916451** during office hours
Cell No: **N/A**	Cell No: **0823382159**
Email Address: Thato.Morifi@dpw.gov.za	Email Address: Ramphagane.Ntlatlane@dpw.gov.za

Business General

YOU ARE HEREBY INVITED TO TENDER TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE
CLOSING TIME: 11:00

BID NUMBER: PLK 26/07
CLOSING DATE: 2026/05/05

TENDERS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

The **Tax Clearance Certificate for Tender Purposes** from the Receiver of Revenue and the **Tender Form** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

TENDER DOCUMENTS MAY BE POSTED TO

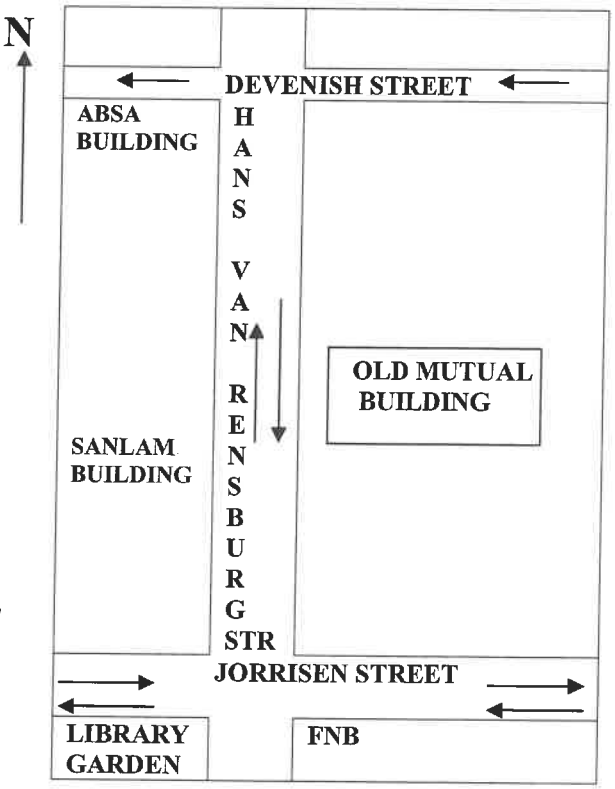
REGIONAL MANAGER
Department of Public Works
Private Bag X 9469
POLOKWANE
0700

ATTENTION: TENDER SECTION: ROOM 03, GROUND FLOOR

Tender documents that are posted must reach the Department of Public Works before the closing date of the tender.

OR

The tender documents may be deposited in the tender box which is identified as the tender box of the Department of Public Works which is located at 78 Hans van Rensburg Street, Old Mutual Building, Room 03, Ground Floor.



The tender box at the Regional Office: Department of Public Works: POLOKWANE is open **(Mondays to Fridays 07:30 – 12:15 / 13:00 – 16:00.)** However, if the tender is late, it will as a rule not be accepted for consideration.

Tenderers should ensure that tenders are delivered timeously to the correct address.

SUBMIT ALL TENDERS ON THE OFFICIAL FORMS - DO NOT RETYPE.
Tenders by telegram, facsimile or other similar apparatus will not be accepted for consideration.

SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE.

The Government Tender Bulletin is available on the Internet on the following web sites:

1. http://www.treasury.gov.za
2. http://www.gov.za/tenders/

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SUMMARY OF BID INFORMATION

Bid Number	PLK 26/07	
Bid/ Project Description	***PANEL OF CONTRACTORS FOR GENERAL BUILDING MAINTENANCE IN MOPANI DISTRICT FOR A PERIOD OF 24MONTHS***	
Bid Closing date & Time	**Tuesday, 05 May 2026**	**Closing Time: 11H00**
Bid Briefing Date & Time (If applicable)	*Date of Bid Briefing (if any)* **n/a**	*Time of Bid Briefing (if any)* **n/a**
Venue	**N/A**	
SCM SPECIFIC ENQUIRIES:	**Morifi T**	Thato.Morifi@dpw.gov.za
	0152938012	**0152938012**
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	**Ntlatlane RG**	Ramphagane.Ntlatlane@dpw.gov.za
	015 2916451	**0823382159**
Bid Validity Period	**84 calendar days**	
Bid Document Price	**Free of Charge**	
Procurement Plan Reference Number	[Comments]	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	**PANEL OF CONTRACTORS FOR GENERAL BUILDING MAINTENANCE IN MOPANI DISTRICT FOR A PERIOD OF 24MONTHS**		
Bid no:	**PLK 26/07**	**Procurement Plan Reference no:**	[Comments]
Advertising date:	**Monday, 13 April 2026**	**Closing date:**	**Tuesday, 05 May 2026**
Closing time:	**11H00**	**Validity period:**	**84 calendar days**

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of ***3 GB*** *or* ***3 GB**** or higher.
** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of ***select tender value range select class of construction works*** **PE** *or* ***select tender value range select class of construction works*** **PE*** or higher.
** Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable*

2. FUNCTIONALITY CRITERIA APPLICABLE

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

	Functionality criteria[1]:	**Weighting factor:**
1.	**1.Workforce 1** **Contractor to provide proof of workforce to execute the project.Attach certified copies of trade test certificate for carpenter with id copies of certificate holders(certified copies must not be older than 6 months from closing date of tender).** **Carpenter** **3 certificates & id and above = 5 points** **2 certificates & id = 4 points** **1 certicate & id = 3 point**	**15**
2.	**2.Workforce 2** **Contractor to provide proof of workforce to execute the project.Attach certified copies of trade test certificate for Briclayer with id copies of certificate holders(Certified copies must not be older than 6 months from closing date of tender) .** **Bricklayer** **3 certificates & id and above = 5 points** **2 certificates & id = 4 points** **1 certicate & id = 3 point**	**15**

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

3.	**3.Workforce 3** **Contractor to provide proof of workforce to execute the project.Attach certified id copies of labourer(Certified copies must not be older than 6 months from closing date of tender)** **General Labour** **3 and above = 5 points** **2 = 4 points** **1 = 3 points**	**10**
4.	**4.Management** **Contractor to provide completion letters or certificate for previous similar projects in(General Building maintenance) contacts details for projects completed for past 5 years with minimum of R300 000.00(completion letters must be verifiable)** **Completed projects** **3 and above =5 points** **2 =4 points** **1 =3 points**	**30**
5.	**5.Utility Vehicle** **Contractor to provide certified copies of Certificate of registration (RC1)of motor vehicle of a minimum of 1 ton (bakkie/light load vehicle) registered under the company name or the directors's name. (certified copies must not be older than 6months from closing date of tender)** **Utility Vehicles** **4 and above =5 points** **3 =4 points** **2 = 3 points**	**20**
6.	**6.Financial Credibility** **Provide stamped bank rating letter from bank institution.** **Credit rating** **A =5 points** **B =4 points** **C =3 points** **D =2 points** **E =1 points**	**10**
7.		
8.		
TOTAL		100

(Weights for functionality must add up to 100. Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

Minimum functionality score to qualify for further evaluation:	**50**

(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

Business General

3. EVALUATION METHOD FOR RESPONSIVE BIDS

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)

3.2. The 80/20 Preference points scoring system will be applicable for this bid

4. RESPONSIVENESS CRITERIA

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

1.	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	☒	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.		Submission of a signed bid offer as per the DPW-07 (EC).
5.	☒	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	☒	Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.
7.	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8.	☐	There will be a compulsory bid briefing meeting and all potential bidders must attend.
9.	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10.	☐	Submission of registration letter as an electrical contractor for bidder issued by the Department of Labour (DOL), permitting to issue a Certificate of compliance (COC's)
11.	☐	Bidders will be evaluated as per special conditions of bid (SCB-1)
12.	☒	***Certified Copy of Carpenter and Bricklayer Trade test Certificates and id copies of certificate holders***
13.	☒	***Registration on CSD data base***

14.	☒	***1.Attach valid copy of letter of Good Standing in Building or Civil field issued by Department of Labour or accredited Institutions*** ***2.All individual that are not born in South Africa that are working or are employees or are directors/trustees/shareholders/memberd of business in Republic of South Africa must submit a permant residence certificate or relevant permit that are as follows (in terms of section 15,19,23 and 25 of immigration act no:13 of 2002 as amended and must abide by the terms and conditions of section 43 of immigration act no:13 of 2002 as amended)or they must submit the relevant permit (in terms of section 22 permit or section 24 permit or certification or section 27 of refugee act no:130 of 1998 as amended)or they must submit neutralisation certificate(in terms of section 5 of the south african citizenship act no:88 of 1995 as amended)The concerned bidder must also submit a signed original stamped letter from the immigration section of the department of home affairs offices that will confirm that the above mentioned document (permits of certificates)in terms of the above mentioned acts are authentic.No assessment of section 43 of immigration act no:13 of 2002 as amended will be performed on this tender in the absence of requested information/relevant permit or certificate and will therefore render the tender as unacceptable and excluded from any and all further consideration .*** ***3.Attach Health and safety plan according to project*** ***4.Attach minimum of two certified copies of not older than six months of Certificate of Registration of motor Vehicle of 1ton (bakkie/light load vehicle) under name of company or company directors)*** ***5.Contractor may bid both projects Mopani and Waterberg but will be awarded for one District.*** ***6.Sumbit id copies of directors and company registration (CK)*** ***7.All parts of tender documents submitted must be fully completed in ink and signed where required.*** ***8.All certified copies must not be older than 6 months from closing date of tender.***

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

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

1.	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	☒	Submission of (PA-11): Bidder's disclosure
4.	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	☐	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	☐	Bidders will be evaluated as per special conditions of bid (SCB-1)

10.	☐	Submission of DPW-09 (EC): Paticular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	☐	Submision of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	☒	**Submission of PA 29:certificate of independent bid documents**
13.	☒	**Submission of DPW 04 FM**
14.	☐	**Specify other responsiveness criteria**

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

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

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

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

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

6. BID EVALUATION METHOD

This bid will be evaluated according to the preferential procurement model in the PPPFA and the 80/20 preference point scoring system will be applicable

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 years.
The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

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

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

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

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

7.2 Commercial risks:

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

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

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

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

(a)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**Not applicable**
(b)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**Not applicable**
(c)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	**Not applicable**

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

9. COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za

☐ Alternatively; Bid documents may be collected during working hours at the following address NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.
A non-refundable bid deposit of **Free of Charge** is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)
There will be no bid briefing meeting.

Venue:	**N/A**		
Virtual meeting link:	("N/A")		
Date:	*Date of Bid Briefing (if any)* **n/a**	**Starting time:**	*Time of Bid Briefing (if any)* **n/a**

11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

DPWI Project Manager	**Indicate**	**Telephone no:**	**0152916451**
Cellular phone no	**082 3382159**	**Fax no:**	
E-mail	Ramphagane.Ntlatlane@dpw.gov.za		

11.2 SCM enquiries may be addressed to:

SCM Official	**Morifi T**	**Telephone no:**	**0152938012**
Cellular phone no	**N/A**	**Fax no:**	**N/A**
E-mail	Thato.Morifi@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Tuesday, 05 May 2026
Closing Time: 11H00

Tender documents may be posted to:		**Deposited in the tender box at:**
The Director-General Department of Public Works and Infrastructure Private Bag X 9469 Polokwane 0700 Documents must be deposited in The Bid Box before the closing date of the bid	**OR**	Department of Public Works & Infrastructure old mutual Building 78 hans van rensberg Polokwane

EVALUATION ON FUNCTIONALITY :AS ABOVE PAGE 4 OF 116

DPW-03 (EC): TENDER DATA

Project title:	***panel of contractors for general building maintenance in Mopani District for a period of 24months***
Reference no:	

Tender no:	***plk26/07***	**Closing date:**	*2026/05/05*
Closing time:	***11:00***	**Validity period:**	*84* **days**

Clause number:	
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za). The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	For this contract the three volume approach is adopted. This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement." The three volume procurement document issued by the employer comprises the following: Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC) Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C2.2 - Bills of Quantities / Lump sum document (if a returnable document) T2.2 - Returnable schedules Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC) Part C2: Pricing data C2.1 - Pricing instructions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document) Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC) Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)

C.1.4	The Employer's agent is:	
	Name:	***Ntlatlane RG***
	Capacity:	***Departmental Project Manager***
	Address:	***77 hans van rensberg***
	Tel:	***0152916451***
	Fax:	***015 2974694***
	E-mail:	***Ramphagane.Ntlatlane@dpw.gov.za***

C.2.1
C.3.11

A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:

The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, with this tender, acceptable documentary proof thereof):

a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a ***GB*** or ***GB***** class of construction work; and
b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the ***GB*** or ***GB***** class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a ***GB*** or ***GB***** class of construction work

** *Delete "or select tender value range select class of construction works" where only one class of construction works is applicable*

A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - ***Applicable***

B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

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

Functionality Criteria	***Weighting Factor***
Total	**100 Points**

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)

	Minimum functionality score to qualify for further evaluation: |
	(Total minimum qualifying score for functionality is 50 Percent).

C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Provisions applicable to Evaluation Method 1 and 2:
Tender offers will be evaluated by an Evaluation Committee based on the technical and commercial risk criteria listed hereunder. Each criterion carries the same weight / importance and will be evaluated individually based on reports presented to the Evaluation Committee by the Professional Team appointed on the project. A tender offer will be declared non-responsive and removed from any further evaluation if any one criterion is found to present an unacceptable risk to the Employer.

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

C.1. Technical risks:

C.1.1 Criterion 1: Quality of current and previous work
Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC).

C.1.2 Criterion 2: Contractual commitment
Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of:
a) the level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
b) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and
c) general contract administration, i.e. compliance with contractual aspects such as laws and regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc as can generally be expected in standard/normal conditions of contract.

C.2 Commercial risks:

The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total price, over and above the correction of arithmetical errors as provided for in C.3.9.

C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
C.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	***Panel of Contractors for General Building maintenance in Mopani District for a period of 24 months***		
Tender / Quote no:	plk 26/07	**Reference no:**	
Receipt Number:	***insert receipt number***		

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
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) *(if applicable)*	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) *(if applicable)*	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) *(if applicable)*	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16)	N/A	N/A
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)	N/A	Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (*if applicable*).	1 Page	n/a
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).	1 Page	n/a
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) *(if applicable)*	1 Page	n/a
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 (*if applicable*).	n/a	n/a
Preference points claim form in terms of the preferential procurement regulations 2022(PA-16)	5 pages	yes

* In compliance with the requirements of the CIDB SFU Annexure G

Tender no: ***plk 26/01***

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 C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any additional information required to complete a risk assessment *(if applicable)*	-	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 C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) *(if applicable)*	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) *(if applicable)*	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules *(if applicable)*	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) *(if applicable)*	1 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)	19 Pages	☒Yes ☐No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	☐Yes ☐No
insert document name	Pages	☐Yes ☐No
insert document name	Pages	☐Yes ☐No
insert document name	Pages	☐Yes ☐No

Tender no: *plk 26/01*

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

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

Name of representative	**Signature**	**Date**

DPW-07: FORM OF OFFER AND ACCEPTANCE

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

Bid no: PLK 26/07

Bid/ Project Description: PANEL OF CONTRACTORS FOR GENERAL BUILDING MAINTENANCE IN MOPANI DISTRICT FOR A PERIOD OF 24MONTHS

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

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

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

Rand (in words):	
Rand in figures:	**R**

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

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

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

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

AND WHO IS (if applicable):

Trading under the name and style of: .....

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: ..... In his/her capacity as:	**Note:** **A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.**

Bid No: PLK 26/07

Bid/ Project Description: PANEL OF CONTRACTORS FOR GENERAL BUILDING MAINTENANCE IN MOPANI DISTRICT FOR A PERIOD OF 24MONTHS

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)
The official documents ☐
The official alternative ☐
Own alternative (only if documentation makes provision therefore) ☐

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

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

(1) Cash deposit of 2.5% of the Contract Sum (excl. VAT)	Yes ☐	No ☒
(2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM)	Yes ☐	No ☒
(3) Retention of 2.5% of the Contract Sum (excl. VAT)	Yes ☐	No ☒
(4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT)	Yes ☐	No ☒

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

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No. .....

Fax No. .....

Postal address.....

Banker ..... Branch.....

Bank Account No. ..... Branch Code .....

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

ACCEPTANCE

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

Bid No: PLK 26/07

Bid/ Project Description: PANEL OF CONTRACTORS FOR GENERAL BUILDING MAINTENANCE IN MOPANI DISTRICT FOR A PERIOD OF 24MONTHS

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: PLK 26/07

Bid/ Project Description: PANEL OF CONTRACTORS FOR GENERAL BUILDING MAINTENANCE IN MOPANI DISTRICT FOR A PERIOD OF 24MONTHS

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

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

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

N.B: Other places that falls under this area but not listed must be communicated with project manager.

This list is subject to change as and when it is necessary to do so.

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR PREVENTATIVE AND DAY TO DAY MAINTENANCE SERVICES

GENERIC GUIDELINES **Building, Civil, Electrical and Mechanical Services**

MANAGED BY: STATUTORY COMPLIANCE

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1. PREAMBLE

In terms of the Occupational Health and Safety Act and Regulations, (Act 85 of 1993), the Department of Public Works (NDPW), as the Client shall be responsible to prepare Health & Safety Specifications for any intended project and provide any Contractor who is making a bid or appointed to perform any work for the Client (NDPW).

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation.

Due to wide and different scope of any work on any project, every activity will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The National Department of Public Works (NDPW) is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 35 National Departments responsible for the governance of the NDPW. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients Departments and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must

immediately be brought to the attention of the NDPW.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Occupational Health and Safety and Regulations, Act 85 of 1993, including all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Contractor with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Contractor is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

a) Safety considerations affecting the site of the project and its environment;
b) Health and safety aspects of the associated structures and equipment;
c) submissions on health and safety matters required from the Contractor; and
d) the Contractor's health & safety plan.

To serve to ensure that the Contractor is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6,7 and 8 of the construction regulation (2014).

To inform the Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

4. DEFINITIONS

All definitions in this document are explained or provided for in the Occupational Health and Safety Act and Preventative and Day to Day Maintenance Conditions of Contract.

Where contradictions are experienced, the definitions in the OHSA will take precedence.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 ***Communication, Participation & Consultation***

5.1.1 Occupational Health & Safety matters/issues shall be communicated between the client, the Contractor, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.

5.1.2 Consultation with the workforce on OHS matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.1.3 The Contractor will be responsible for the dissemination of all relevant OHS information to all involved, e.g. design changes agreed with the Client.

6. INTERPRETATION

a) The Occupational Health and Safety Act and all its Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.

b) The Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Act.

7. RESPONSIBILITIES OF THE CONRACTOR.

a) The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work;

b) The Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.

c) The Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act and the Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

d) The Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification,

e) The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

f) The Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on him by the client in terms of this Specification and the Act.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the contract documents, this amongst all includes and not limited for example, to:

- Maintenance of building and horticulture works;
- Maintenance of electrical and or Mechanical machineries
- Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.

9. PREPARING A HEALTH & SAFETY PLAN

(a) The level of detail required for a H&S plan will depend on how complexity of the project and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers.

(b) The plan must be implemented, maintained and kept up to date during the project execution.

(c) The contractor should prepare a H&S plan that includes
- project information;
- client requirements for H&S management on the project;

(d) The H&S plan should include the following information:

- Details of the client, that is the person commissioning the work, for example their name, representative and contact details;

- Details of the project, for example address of the workplace, anticipated start and end date and a brief description of the type of work that the H&S plan will cover;

- Details on how to manage the risks associated with falls, falling objects, moving plant, electrical / mechanical / building work and all high risk work in the project, as per the scope of work.

(e) The H&S plan should also include information on:
- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
- the safe use and storage of plant;
- obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
- ensuring workers have appropriate licences and training to undertake the construction work.

(f) The H&S plan must contain:
- a general description of the type of work activities involved in the project
- the project program or schedule details, including start and finish dates, showing principal activities;

10. HEALTH AND SAFETY FILE

a) The contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.

b) The Contractor must, keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.

c) The Health and Safety File will remain the property of the Client throughout the project work and shall be consolidated and handed over to the Client.

11. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client on a continuous basis.

11.1 Identification of hazards and development of risk assessments, standard working procedures (SWP) and method statements

The Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Safety Audit by the NDPW.

The NDPW (Client) will be conducting Periodic Audits ensure to compliance with Occupational Health and Safety Act and Regulation (Act 85 of 1993) and to ensure that the Contractor is adhering to, implemented and is maintaining the agreed and approved OH&S Plan.

a) A representative of the Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

a) The Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
   i. dies
   ii. becomes unconscious
   iii. loses a limb or part of a limb
   iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

   OR where:
   i. a major incident occurred
   ii. the health or safety of any person was endangered
   iii. where a dangerous substance was spilled
   iv. the uncontrolled release of any substance under pressure took place
   v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
   vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

b) The Contractor is required to provide the NDPW with copies of all statutory reports required in terms of the Act and the Regulations.

c) The Contractor is required to provide the NDPW with a monthly "SHE Risk Management Report".

d) The Contractor is required to provide a.s.a.p. the NDPW with copies of all internal and external

accident/incident investigation reports.

The Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

(a) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

(b) The Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

(c) The Contractor is responsible for the investigation of all accidents relating to site operations and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

(d) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

- Determine the underlying H&S deficiencies and other contributory factors
- Identification of corrective/preventative actions and continual improvement
- Communicating the outcome/results and documenting the events of the investigation.

(e) **Reporting Of Near-Misses**

- The National Department of Public Works (NDPW) views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
- Department of Public Works retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

The Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Planning and Progress Report meetings as the work develops and progresses, and each time changes are made to the designs, plans and work methods and processes.

The Contractor must provide the NDPW and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) *OHS rules*

The Contractor must develop a set of site-specific OHS rules that will be applied to regulate the Health and Safety Plan and associated aspects of the project.

b) *Security Arrangements*

The Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

The Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Duties and Functions of the H&S Representatives

- The Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by the Contractor.
- The report must be consolidated and submitted to the Health & Safety Committee.
- H&S Representatives must form part of the incident/accident investigating team.

12.1.2 Establishment of H&S Committee(s)

- The Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

12.1.3 Training & Awareness

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Contractor's Health and Safety Plan and Health and Safety File.

a) *Training & Induction*

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance; moreover all employees on site must be in possession of proof of General Induction training.

13. PROJECT/SITE SPECIFIC REQUIREMENTS

The following is a list of specific activities and considerations that have been identified for the project and site and for which Risk Assessments, Standard Working Procedures (SWP), management and control measures and Method Statements (where necessary) have to be developed by the Contractor:

a) Clearing & grabbling the area/site
b) Site establishment
c) Dealing with existing structures
d) Location of existing services
e) Protection against heat exhaustion, dehydration, wet & cold conditions
f) Use of portable electrical & explosive tools
g) Mechanical works

Boilers, Incinerators, welding works, Lifts, air-conditioning, geysers, heaters etc.

h) Electrical Works

Wiring, Standby generators, transformers, bulb changing, etc.

i) Any on **Plants**

Sewage plants, Water reticulation plants

j) Building Works

Roofing work, ceiling, carpeting, painting, tiling, plumbing, carpentry, partitioning, Pest Control etc.

L) **Civil Works**

- Parking areas, Roads paving's, speed humps construction

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
General Admin. Regulation 4	**Copy of OH&S Act (Act 85 of 1993)**	• Updated copy of Act & Regulations on site. • Readily available for perusal by employees.
COID Act Section 80	**Registration with Compensation Insurer.**	• Written proof of registration/Letter of good standing available on Site
Section 8(2)(d)	**Hazard Identification & Risk Assessment**	• Hazard Identification carried out/Recorded • Risk Assessment and – Plan drawn up/Updated • RA Plan available on Site • Employees/Sub-Contractors informed/trained.
Construction. Regulation 6(1)	**Designation of Person Responsible on Site**	• Competent person appointed in writing as • Construction Supervisor with job description.
Construction. Regulation 6(2)	**Designation of Assistant for above**	• Competent person appointed in writing as • Assistant Construction Supervisor with job description.
Section 19 & 20 General Administrative Regulations 5	**Health & Safety Committee/s**	• H&S Committee/s established. • All H&S Reps shall be members of H&S Committees • Additional members are appointed in writing. • Meetings held monthly, Minutes kept. • Actioned by Management.
Section 37(1) & (2)	**Agreement with Mandatories/**	• Written agreement with (Sub-)Contractors • Proof of Registration with Compensation Insurer/Letter of Good Standing

		• Construction Supervisor designated • Written arrangements re. • Written arrangements re. First Aid.
General Admin. Regulation 8 COID Act Sect.38, 39 & 41	**Reporting of Incidents (Dept. of Labour)**	• Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept.
General Admin. Regulation 9	**Investigation and Recording of Incidents**	• All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 10	**Fall Prevention & Protection**	• Competent person appointed to draw up the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated • Available on Site
Hazardous Chemical Substances Regulation 9A	**Material Safety Data Sheet (MSDS)**	• Provide a MSDS in s form of Annexure 8 for every hazardous chemical substance used / intend to use. • Provide information and training for all exposed employees
Driven Machinery Regulations 18 & 19	**Cranes & Lifting Machines Equipment**	• Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment

		• Written Proof of Competence of above appointee available on Site. • Cranes & Lifting tackle identified/numbered • Register kept for Lifting Tackle • Log Book kept for each individual Crane • Inspection: - All cranes - **daily by operator** - Tower Crane/s - **after erection/6monthly** - Other cranes - **annually by comp. person** • - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
General Safety Regulation 8(1)(a)	**Designation of Stacking & Storage Supervisor**.	• Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage • Written Proof of Competence of above appointee available on Site
Environmental Regulation 9	**Designation of a Person to Co-ordinate Emergency Planning And Fire Protection**	• Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures • Emergency Evacuation Plan developed: • Drilled/Practiced • Plan & Records of Drills/Practices available on Site • Fire Risk Assessment carried out • All Fire Extinguishing Equipment identified and on ***register***. • Inspected weekly. Inspection Register kept • Serviced annually

General Safety Regulation 3	**First Aid**	• Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid box/es displayed. • Location of First Aid box/es clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries
General Safety Regulation 2	**Personal Safety Equipment (PSE)**	• PSE Risk Assessment carried out • Items of PSE prescribed/use enforced • Records of Issue kept • Undertaking by Employee to use/wear PSE • PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	**Inspection & Use of Welding/Flame Cutting Equipment**	• Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment • Written Proof of Competence of above appointee available on Site • All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately • Equipment identified/numbered and entered into a register • Equipment inspected weekly. Inspection Register kept • Separate, purpose made storage available for full and empty vessels.
General Safety Regulation 13A	**Inspection of Ladders**	• Competent person appointed in writing to inspect Ladders • Ladders inspected at arrival on site and weekly thereafter. Inspections register kept • Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register.

15. THE CONTRACTOR'S GENERAL DUTIES

- The Contractor shall at all times ensure his status of an "employer" as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.

- The Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled "Health and Safety File", or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the NDPW representative whenever necessary or on request to an interested party.
- The project under control of the Contractor shall be subject to periodic health and safety audits that will be conducted by the NDPW at intervals agreed upon between the Contractor and the NDPW, provided such intervals will not exceed periods of one month.
- The Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

16. THE CONTRACTOR'S SPECIFIC DUTIES

The Contractor's specific duties in terms of these specifications are detailed in the Occupational Health and Safety Act and Regulations (Act 85 of 1993), as the employer.

17. THE CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following the Occupational Health and Safety Act and Regulations (Act 85 of 1993) and other applicable regulations of the Act, including relevant SANS codes;

- Fall protection
- Structures
- Excavation work
- Demolition work
- Scaffolding
- Water environments
- Housekeeping on construction sites
- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in

conjunction with the relevant regulations and health and safety standards as required by the Act. All

documents and records required by the Occupational Health and Safety Act and Regulations (Act 85 of 1993) will be kept in the Health and Safety File and will be made available at any time when required by the NDPW or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE CONTRACTOR

Legal Framework: Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
e. The Post Office Act 1958 (Act 44 of 1958) as amended
f. The Electricity Act 1984, Act 41 of 1984
g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
h. Legislation pertaining to water usage and the environment
i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
j. Common Law

19. HOUSE KEEPING

In promotion of environmental control all waste, rubble, scrap etc., will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Contractor will ensure that the matter is brought to record with the NDPW or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an a certified institution.

NOTE: No Contractor / employer shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

20. MINIMUM REQUIREMENTS (NOT EXAUSTIVE) TO BE KEPT BY THE CONTRACTOR

a) Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site, unless provided for by the NDPW.

b) Smoking Areas

The Department of Public Works is designated as non-smoking area.

c) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and the NDPW.

d) Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

i. lifting equipment and lifting tackle
ii. power driven machinery
iii. electrical equipment
iv. testing and monitoring equipment

e) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading (e.g. plastic danger tape) has been approved in writing by the NDPW. The contractors' barricading standard shall be included in the Health and Safety Plan. Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.**Erection of Structures for Logistic Suppor**The NDPW shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

f) Fall Arrest and Prevention Equipment

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest. Equipment. Users of fall arrest equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment. Any deviation from this requirement shall be negotiated and agreed with the NDPW in writing.

g) Hazardous Chemical Substances Waste Removal

The contractor shall provide adequately marked and sealable containers to transport all hazardous chemical waste from the source to the approved Works disposal point.

h) Personal Protective Equipment (PPE)

Personal protective equipment issued shall be specific to the risks associated with the work to be performed and specific to conditions on site and shall comply with South African National

21. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

22. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in the Health and Safety File;

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- an evaluation of the method of the work to be conducted
- the method statement on the procedure to be followed in performing the task shall be developed
- the risk assessment will also include activities like:
  i. Transportation of passengers and goods to and from site
  ii. Physical and mental capabilities of employees
  iii. Others as may be specified.

- a review plan for risk assessments shall provide for:
  i. the quarterly review of all applicable risk assessments
  ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
  iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

b) **Risk Profile**

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) Risk Based Inspection Program

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

d) List of Statutory appointments

e) List of record keeping responsibilities Inspection checklist

IMPORTANT CONTACT DETIALS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

	SERVICE	NUMBER	CONTACT PERSON
	Hospital		
	Ambulance		
	Water Electricity		
	Police		
	Fire Brigade		
	Engineer		

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

SECTION 37(2) AGREEMENTS

CONCLUDED BETWEEN

DEPARTMENT OF PUBLIC WORKS

(Hereinafter referred to as Department of Public Works)

AND

.....

(Name of contractor/supplier)

I, ...[*(name)*representing ..... [*Insert name of contractor/supplier*], do hereby acknowledge that ..... [*insert name of contractor/supplier*] is an employer in his/her own right, with duties as prescribed in the Occupational Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all work will be performed and/or machinery or plant used in accordance with the provisions of the Act.

I undertake that ..... [*insert name of contractor/supplier*] shall strictly adhere to, and ensure that his/her employees adhere to, the provisions of the Occupational Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service .....[*insert brief details of project/service, for example, name, contract/project number*] .....and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between ..... [*Insert name of contractor/supplier*] and Department of Public Works, which will ensure compliance by ..... [*Insert name of contractor/supplier*] with the provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation, modification, or waiver of any of the provisions of this agreement or consent to any departure from these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by both parties, and such variation, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.

Signed this ..... day of ..... 20 ..... at

..... (*Place*)

(*Full name*)..... (*Signature*) .....on

Behalf of ..... **(Supplier/contractor)**

Contractor Responsible Manager (*responsible for signing the Department of Public Works' contract on behalf of the contractor*)

Witnesses

1. .....
2. .....

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

At ..... (*Place*)

(*Full name*..... (*Signature*).....on

On behalf of **Department of Public Works (NDPW).**

(Department of Public Works representative)

Witnesses

1. .....
2. .....

DETAILS OF CONTRACTOR:

Name and Surname

Tel No. and Cell No.

Fax No.

DETAILS OF CONTRACT (WORK TO BE EXECUTED):

Description

Ref. No. (Invoice / Order No.).

Start Date

SUPERVISION BY THE DEPARTMENT OF PUBLIC WORKS:

DETAILS OF NDPW REPRESENTATIVE:

Name and Surname

Tel No. and Cell No.

Fax No.

SUPERVISION BY CONTRACTOR:

DETAILS OF CONTRACTOR'S SUPERVISOR:

Name and Surname

Tel No. and Cell No.

Fax No.

DETAILS OF CONTRACTOR'S HEALTH AND SAFETY REPRESENTATIVES

Name and Surname

Tel No. and Cell No

1. SCOPE OF CONTRACT

This contract includes maintenance and repair work of roofs , ceiling,walls and painting at building and structures falling under the jurisdiction of the Department or other Departments here after referred to as "Client" Departments.

The Contractor shall supply, at his own cost, all consumable material such as cleaning materials and chemicals etc. necessary for the proper execution of the repairs. No claims for consumables shall be accepted.

Where repairs are required to specialized items of equipment the Contractor shall arrange for such work to be carried out by specialists approved by the Department.

UNCERTAINTY ABOUT SCOPE OF WORK

Should the Contractor be uncertain about the scope of any work to be executed under this contract, the Department shall immediately be requested in writing to clarify any uncertainties.

2. THE TENDER – APPLICATION DATES

The pages of this tender are numbered consecutively. The Tenderer shall, before submitting his tender, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or this tender contains any obvious errors, the Tenderer shall obtain a directive in writing from the Department.

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

3. CONTRACT PERIOD & APPOINTMENT

-The tender rates shall be valid for a period of twenty -four (24) months.
-Contractor must not tender for more than one (1) district of the same work description, failure to do so, will lead to disqualification.

4. PRICE

All priced tendered by the Tenderer for items in this document are including for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

5. VALUE ADDED TAX

Value Added Tax will be added to the final cost of each service rendered by the successful tenderer. All prices, rates, tariffs etc. in this tender document shall exclude Value-Added Tax (VAT).

6. INTERPRETATION OF CONTRACT

In the event of any dispute arising regarding this contract, the matter shall be referred by the department of Public Works to the National treasury regulation on SCM/PFMA, whose decision shall be final. The contractor shall not delay the execution of any work

pending such decision. The Department of Public Works shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.

7. DOCUMENTS

Should there be any contradiction between the specifications, the Conditions of Contract (PA10FM), the contradiction must be brought to the attention of the relevant official, who will make a ruling, and such ruling will be final.

The following documents shall be read in conjunction with this tender.

a. Occupational Health and Safety Act, Act no 85 of 1993 with its **SABS 0400** Regulations

b. Municipal by-laws and any special requirements of the Local Authority.

C. PA 10FM.

The above-mentioned documents are available on Department of Public Works Web:
www.publicworks.gov.za under consultant forms (excluding Bylaws) and from the Office
of the Regional Manager, 78 Hans van Rensburg Street, Polokwane, for information.

Note:

1. The Tenderer shall study these documents and acquaint himself or herself with the contents
Thereof, as no claims in this regard shall be accepted.

8. OFFICIAL ORDER FOR REPAIRS

a) An official order for repairs shall be issued to the successful bidder.

b) Instructions for repairs may only be issued to Contractors by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing, The Complaint Form 415 shall be faxed to him. The Contractor shall not proceed with any work without the official worx4u job card

Special arrangements are applicable for emergency repairs that are stipulated in
Paragraph 21 hereof.

NB: No contractor will be issued/faxed form worx4u job card if the contractor has more than three (3) job card outstanding .proof of work done must be supported by signed jobcard and stamped by the client

c) No payments shall be made for work executed without the necessary written authority
(Form 415).

d) Payments can be delayed if order numbers and complaint numbers do not appear on \
Invoices submitted for payment.

e) **Official complaint form worx4u job card will be issued on rotation basis by using register for record/measure control (i.e. one after the other in numerical order)**

9. PROVISIONAL QUANTITIES

All quantities in this tender document are provisional and inserted with the priced. The Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the tariffs for any item.

10. RATES

THIS IS NOT A LUMP SUM CONTRACT.

PRICE ARE VALID FOR 24 MONTHS

EACH ITEM TO BE REPAIRED/REPLACED AS LISTED IN BILL OF QUANTITY ARE PRICED.CONTRACTS WILL ONLY FILL THE REQUIRED /NECESSARY FORMS AND ATTACHED MANDATORY RETURNABLE DOCUMENTD.

11. ACCESS TO PREMISES

The Contractor undertakes to:

a) Arrange with the occupants of buildings regarding access to the premises in order to
execute the required service.

b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside
the premises and elsewhere on the site.

c) Accept liability and to indemnify the Department against any claims whatsoever arising
from his conduct and/or the conduct of his employees.

d) Safeguard all his employees in accordance with the regulations of the Unemployment
Insurance Act l996, (Act no 30 of l996) and any amendments thereof.

e) Carry out repairs during normal working hours except emergency delegated work.

12. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain, either from the SA National Defence Force, SA Police Service or Client Department access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S A National Defence Force, S A Police Service or other client department.

13. SECURITY CHECK ON PERSONNEL

The Client Department or the Chief of the S A National Defence Force, or the Commissioner of the S A Police Service may require the Contractor to have his personnel or a certain number of them security classified.

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

14. TRAINED STAFF

The Contractor shall use competent trained staff directly employed and supervised by himself or herself and shall take all the necessary steps to maintain the installations and keep it in perfect working condition. The Department reserves the rights to inspect the Tenderer's premises for plant, equipment and general good management before tenders are awarded.

15. MATERIAL OF EQUAL QUALITY

New parts, components and material used shall be of equal specification & quality and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts shall not be allowed.

The Contractor shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and ensure that such guarantees are not jeopardised in any way.

Warrantee:

All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months after date of repair and three months workmanship.

16. REDUNDANT MATERIAL, RUBBISH AND WASTE

The Contractor shall remove all redundant material, rubbish and waste from the site after the work is completed and the surrounding site shall be left in a clean and neat condition.

17. EXECUTION OF REPAIRS

The Contractor shall in the event of repairs or replacements becoming necessary, submit an estimate of the cost of the work concerned to the Regional Manager **and on receipt of a written instruction to that effect put the work in hand**. In all cases separate estimates of the costs shall be supplied for each installation scheduled.

The Regional Manager reserves the right to execute such repairs and replacements with his own staff or by any other means.

In the event of failure of the Contractor to maintain and / or repair any installation within the time period stated and to the satisfaction of the Regional Manager, the latter reserves the right to make any other arrangements necessary to carry out the said maintenance and / or repairs and the Contractor shall be liable to the Regional Manager for payment of any additional expenditure hereby incurred as well as for payment of damages which the Regional Manager may suffer as a result of the Contractor's default or neglect.

Note:- Response Time

The Contractor shall respond to all normal calls within 48 hours (2 days) and complete repairs as set out in the contract conditions as this is service delivery driven.

Should this not be possible it is the responsibility of the contractor to obtain an extension of time. The written request shall state clearly all the reasons for the extension and the actual extension required in regard to the repair.

Permission for any extension shall be granted in writing.

For emergency services the response time shall within 4 hours. Response time is applicable to all scheduled, non-scheduled and emergency services.

Should the contractor fail to attend work requestor complaint on without valid reasons,Department/Project Manager reserve the right to appoint another contractor.

17.1 MAKING GOOD HOLES, CHASES ETC.:

Where items are to be replaced, adapted or removed, all holes, chases, etc., in brickwork as well as any other work disturbed are to be made good to match the existing. This includes repairs to plaster and paint work to a maximum of $2m^2$ in total.

18. EMERGENCY REPAIRS

Emergency repairs after hours may be executed without receipt of an official complaint number and only on the instruction of an official of this Department.

The Contractor shall however ensure that the official of the Client department signs the job card. The Contractor shall also ensure that he/she obtains the official complaint number from the Department on the following working day. No payment shall be made without a complaint number, duly completed and signed job card by the client Department.

Only breakdown that affects public health and safety or the operation and safety of sensitive equipment shall be treated as emergency repairs.

19. JOB CARDS FOR REPAIRS

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be in accordance with the example included in this document and duplicating or printing there of
shall be for the Contractor's own cost.

JOB CARDS SHALL BE COMPLETED LEGIBLY IN INK AFTER COMPLETION OF EACH REPAIR, AND ALL UNUSED LINES SHALL BE DELETED (CROSSED OUT). IN ADDITION TO THE ORIGINAL COMPLETED JOB CARD SUBMITTED WITH THE INVOICE, THE CONTRACTOR SHALL SUBMIT A COPY OF THE FULLY COMPLETED JOB CARD TO THE CLIENT DEPARTMENT FOR AUDIT PURPOSES AND FOR VERIFICATION OF THE DELETION OF THE UNUSED LINES. INCOMPLETE AND INCORRECT JOB CARDS SHALL BE RETURNED TO THE CONTRACTOR WITH HIS/HER INVOICE.

20. ACCOUNTS FOR REPAIRS

Account for repairs executed, shall be accompanied by a job card. The contractor shall cross reference all prices and tariffs on invoices with the applicable prices and tariffs in the tender document. E.g. 12/26(page 12 item 26)

Note:

ANY OVER PAYMENTS DISCOVERED AT A LATER STAGE, SHALL BE RECTIFIED AND THE DEPARTMENT SHALL RECOVER THE OVERPAYMENT FROM THE CONTRACTOR.

21. NON-SCHEDULED REPAIRS

Non-scheduled repairs emanating from scheduled repairs may be executed **ONLY on receipt of a written instruction from the Regional Manager**. Contractors shall submit certified copies of suppliers' tax invoices, attached to their accounts in respect of non-scheduled items purchased for such repairs.

NOTE: SHOULD THE CONTRACTOR'S PRICE FOR MATERIAL/NEW PARTS BE ABNORMALLY HIGH, THE DEPARTMENT RESERVES THE RIGHT TO OBTAIN WRITTEN QUOTATIONS FOR SUCH MATERIAL/NEW PARTS FROM OTHER INDEPENDENT SUPPLIERS AND ADJUST THE CONTRACTOR'S PRICE ACCORDINGLY.

A separate invoice for each installation shall be submitted for repairs executed.

22. PAYMENT TO CONTRACTORS

Accounts can be submitted after the job is done. Payments of accounts complying with all the requirements shall be made within 30 days after receipt thereof.

23. PROFIT ON MATERIAL

Percentage mark-up as tendered is allowed on non-scheduled material and parts only and not on labour and transport. **THE TOTAL DISCOUNT OBTAINED FROM THE SUPPLIER SHALL BE CREDITED TO THE DEPARTMENT.** The percentage mark-up shall then be calculated on the total discounted price excluding VAT.

24. TRANSPORT COST

a) Transport cost on repair work is priced separately.

b) Transport cost will be calculated from **the contractor resident to** the site specified. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building for the same areas allowed.

c) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the work, therefore no claims for additional delivery costs or transport costs to collect material or equipment shall

END OF THE SPECIAL CONDITIONS OF CONTRACT

DETAILS OF AREA LIST AND ISTITUTION

ITEM	PLACE	BUILDING/INSTITUTION
1	HOEDSPRUIT	AIR FORCE BASE
2	PHALABORWA	MAGISTRATE
3	PHALABORWA 7 SAI	MILITARY BASE
4	PHALABORWA 7 SAI	MILITARY BASE
5	PHALABORWA 7 SAI	MILITARY BASE
6	PHALABORWA 5 SPECIAL FORCE	MILITARY BASE
7	PHALABORWA 5 SPECIAL FORCE	MILITARY BASE
8	PHALABORWA 5 SPECIAL FORCE	MILITARY BASE
9	NAMAKGALE SAPS	SAPS
10	LULEKANI SAPS	SAPS
11	TZANEEN SAPS	SAPS
12	TZANEEN	CORRECTIONAL SERVICE
13	RITAVI SAPS	SAPS
14	BOLOBEDU SAPS	SAPS
15	MODJADJISKLOOF	SAPS
16	HAENESBIRG SAPS	SAPS
17	PHALABORWA SAPS	SAPS
18	MAAKE SAPS	SAPS
19	Phalaborwa 52 Squadron	SANDF
20	NAPHUNO	MAGISTRSTE
21	RITAVI	MAGISTRATE
22	GIYANI	SAPS
23	GIYANI	MAGISTRATE
24	TIYANI	MAGISTRATE

25	TIYANI/HLANGANANI	SAPS
26	SEKGOSESE	SAPS
27	SEKGOSESE	MAGISTRA
28	LOMONDEKOP	SAPS
29	MODJADJISOF	MAGISTRA
30	KGAPANE	MAGISTRA
31	PHALABORWA	LABOUR
32	HOEDSPRUIT	LABOUR
33	GIYANI	LABOUR
34	TZANEEN	LABOUR

N.B: Other places that falls under this area but not listed must be communicated with project manager. This list is subject to change as and when it is necessary to do so.

PRICING SCHEDULE/ BILLL OF QUANTITIES

Bid no: PLK 26/07

Bid/ Project Description: PANEL OF CONTRACTORS FOR GENERAL BUILDING MAINTENANCE IN MOPANI DISTRICT FOR A PERIOD OF 24MONTHS

RATES SCHEDULE WILL BE VALID FOR 24 MONTHS

Item	Description	Unit	Quantity	Rate	Amount
	REMOVAL OF EXISTING WORK				
1	Take out and remove timber door and frame not exceeding 2.5 m^2	No	1	200.00	
2	Take out and remove timber door and frame exceeding 2.5m^2 but not exceeding 5 m^2	No	1	264.00	
3	Take out and remove timber door not exceeding 2.5 m^2 from pressed steel door frame (pressed steel door frame to remain)	No	1	165.00	
4	Take out and remove timber door exceeding 2.5 m^2 and not exceeding 5 m^2 from pressed steel frame (pressed steel door frame to remain)	No	1	330.00	
5	Take out and remove glazed timber window not exceeding 2.5 m^2	No	1	248.00	
6	Take out and remove glazed timber window exceeding 2.5 m^2 but not exceeding 5 m^2	No	1	339.00	
7	Take out and remove glazed steel window not exceeding 2.5m^2	No	1	248.00	
8	Take out and remove glazed steel window exceeding 2.5 m^2 and not exceeding 5 m^2	No	1	339.00	
	REMOVAL OF EXISTING ROOF COVERINGS				
	NOTE: This work will be for removal of roof coverings in small areas due to some damage that may occur				
9	Take off and remove profiled metal roof sheeting (purlins to remain)	m^2	1	84.00	
10	Take off and remove profiled metal roof sheeting, including removal of damaged purlins	m^2	1	117.00	
11	Take off and remove concrete or clay roof tiles (battens to remain)	m^2	1	84.00	
12	Take off and remove concrete or clay roof tiles, including removal of damaged battens	m^2	1	115.00	
	Total carried to summary of Section 2				

Item	Description	Unit	Quantity	Rate	
13	Take off and remove fibre cement roof slate tiles (battens to remain)	m^2	1	40.00	
14	Take off and remove fibre cement roof slate tiles, including removal of damaged battens	m^2	60	68.00	
	REMOVAL OF EXISTING CEILINGS				
	NOTE: This work will be in small areas due to some damage that may occur				
15	Take down and remove gypsum plaster board ceiling (brandering to remain)	m^2	1	83.00	
16	Take down and remove gypsum plaster board ceiling including removal of damaged brandering	m^2	1	100.00	
17	Take down and remove acoustic tile ceiling from suspension grid (suspension grid to remain)	m^2	1	83.00	
18	Take down and remove acoustic tile ceiling including removal of suspension grid	m^2	1	83.00	
19	Take down and remove coved plasterboard cornice including preparing surface for new	m	1	50.00	
20	Take down and remove 12 mm SA Pine coverstrips	m	1	50.00	
	REMOVAL OF EXISTING FLOOR COVERINGS				
	NOTE: This work will be for removal of floor coverings in small areas due to some damage				
21	Take up and remove vinyl floor tiles, including making good to screed	m^2	1	50.00	
22	Take up and remove carpeting, including making good to screed	m^2	1	34.00	
	REMOVAL OF EXISTING TILING				
23	Hack off and remove ceramic wall tiles including preparing wall for new tiles	m^2	1	50.00	
24	Hack up and remove ceramic floor tiles including preparing floor for new tiles	m^2	1	50.00	
	MAKING GOOD TO EXISTING SURFACES				
25	Chase surface plaster cracks in walls to form recess 25mm wide x 20 mm deep and fill with (1:4) cement mortar including floating to match existing surfaces	m	1	308.00	
26	Ditto but to concrete soffits	m	1	198.00	
	Total carried to summary of Section 2				

Item	Description	Unit	Quantity	Rate	Amount
	EXCAVATION FOR REPAIR WORK				
27	Excavate in pickable material not exceeding 2m deep	m^3	1	134.00	
28	Ditto but exceeding 2m and not exceeding 4m deep	m^3	1	172.00	
29	Risk of collapse to sides of excavations not exceeding 1.5m deep.	m^2	1	**18.00**	
30	Ditto but exceeding 1.5m and not exceeding 3m deep	m^2	1	19.00	
31	Ditto but exceeding 3m and not exceeding 4.5m deep	m^2	1	36.00	
32	Cart away excess material to a dumping site to be located by the contractor	m^3	1	134.00	
33	Keep excavations free of water by pumping or bailing	Item	1	4290.00	
	CONCRETE FOR REPAIR WORK				
34	15MPa/19mm mass concrete in blinding layer	m^3	1	4600.00	
35	25MPa/19mm mass concrete in footings, surface beds and paving	m^3	1	4600.00	
36	30MPa/38mm reinforced concrete in walls, columns and slabs	m^3	1	4860.00	
	CONCRETE REINFORCEMENT FOR REPAIR WORK				
37	Mesh reinforcement type 193 in concrete surface beds and slabs	m^2	1	232.00	
	WATERPROOFING FOR REPAIR WORK				
38	**NOTE: Waterproofing to roofs, basements etc must be provided with a ten (10) year guarantee**				
39	Approved flexible acrylic water proofing to flat roofs including preparing existing surfaces.	m^2	1	308.00	
40	Flashing strip 380 mm girth at junction of roof and parapet walls.	m	1	115.00	
	Total carried to summary of Section 2				

Item	Description	Unit	Quantity	Rate	Amount
41	Flashing strip 380 mm girth circular on plan around pipes	m	1	101.00	
42	**NOTE: Waterproofing sheeting must be laid torched on in long lengths with lapped sides and ends in strict accordance with the manufacturer's instructions including preparation of surfaces.**				
43	Approved 4mm bitumen polyester elastomatic waterproofing to flat roofs to falls including dressing into and sealing outlets, turning up or down at ends and torch sealing with splayed ends not exceeding 300mm girth	m^2	1	1865.00	
44	Ditto but with splayed ends exceeding 300 mm girth	m^2	1	1865.00	
45	Apply 2 coats bitumen based aluminium paint on waterproofing membrane	m^2	1	622.00	
46	**NOTE: Approved polysulphide sealing compound including backing cord, bond breaker, primer, etc**				
47	12x12mm Expansion joints in floors	m	1	66.00	
48	12x25mm Expansion joints in floors	m	1	66.00	
49	12x12mm Expansion joints in walls	m	1	66.00	
	ROOF COVERINGS FOR REPAIR WORK				
	ROOF TILES				
50	Concrete roof tiles fixed on and including 38x38mm SA Pine battens nailed to rafters (elsewhere) to roofs not exceeding 25 degree pitch	m^2	1	497.00	
51	Ditto but exceeding 25 and not exceeding 50 degree pitch	m^2	1	497.00	
52	Extra on roof tiles for fair raking and cutting at hips and valleys	m	1	156.00	
	ROOF SHEETING				
	PROFILED FIBRE CEMENT ROOF SHEETING				
53	0,5mm Thick profiled fibre cement roof sheeting, including accessories fixed to timber or metal purlins, to roofs not exceeding 25 degree pitch	m^2	1	455.00	
	Total carried to summary of Section 2				

Item	Description	Unit	Quantity	Rate	Amount
54	Ditto but exceeding 25 degree and not exceeding 50 degree pitch	m^2	1	503.00	
55	Close fitting adjustable ridge capping	m	1	490.00	
56	Plain adjustable hip capping	m	1	616.00	
57	Ridge finial end	No	1	460.00	
58	Seal junction of ridge and hip capping	No	1	143.00	
	PROFILED GALVANISED SHEET METAL ROOF COVERING				
59	0.6mm Thick galvanized sheet metal roof covering including accessories fixed to timber or metal purlins, to roofs not exceeding 25 degree pitch fixed to timber or metal purlins (elsewhere)	m^2	1	664.00	
60	Ditto but exceeding 25 degree and not exceeding 50 degree pitch	m^2	1	685.00	
61	Circular cutting to roof sheeting	m	1	187.00	
62	Eaves Closure	m	1	187.00	
63	Ridge capping	m	1	187.00	
64	Hip capping	m	1	187.00	
65	0.8mm Thick galvanized sheet metal roof covering including accessories fixed to timber or metal purlins, to roofs not exceeding 25 degree pitch fixed to timber or metal purlins (elsewhere)	m^2	1	625.00	
66	Ditto but exceeding 25 degree and not exceeding 50 degree pitch	m^2	1	650.00	
67	Circular cutting to roof sheeting	m	10	187.00	
68	Eaves closure	m	10	297.00	
69	Ridge capping	m	20	297.00	
70	Hip capping	m	1	297.00	
	Total carried to summary of Section 2				

Item	Description	Unit	Quantity	Rate	Amount
	SHEET METAL FLASHING LININGS, COPINGS,GUTTERS ,DOWN PIPE, ETC				
71	0.6mm Galvanized sheet iron lining to valleys with riveted soldered joints	m	1	410.00	
72	0.5mm x 100mm x 75mm galvanized down pipe including offset ,holder bat and shoe	no	1	5280.00	
73	Ditto ,but gutter brackets inclusive	m	1	1232.00	
74	0.5mm x 150mm x 150mm galvanized down pipe including offsets,holder bat and shoe	no	1	5610.00	
75	Ditto,but gutter brackets inclusive	m	1	1320.00	
76	Counter flashing 160mm girth	m	1	297.00	
77	Stepped apron flashing 160mm girth	m	1	297.00	
78	Raking flashing 160 mm girth	m	1	297.00	
	ROOF CONSTRUCTION AND REPAIRS				
	SAWN SA PINE				
79	22x28mm Valley boarding	m	1	112.00	
80	38x38mm Battens	m	1	112.00	
81	38x50mm Splayed fillet	m	1	112.00	
82	50x76mm Counter battens	m	1	112.00	
83	50x76mm Purlins	m	1	58.00	
84	38 x114mm Rafters	m	1	115.00	
	PRESSED FIBRE CEMENT BOARD				
85	15 x 225mm Fascia boards including steel H profile joining strips	m	1	249.00	
86	80 x 275mm Angle section barge boards including H profile jointing strips	m	1	262.00	
	DOORS				

87	44mm Thick hollow core door with veneer suitable for painting on both sides. Size 813x2032mm	No	1	2735.00	
88	44mm Thick semi solid flush panel double door with rebated meeting styles and hardwood edge strips and veneer suitable for painting on both sides. Size 1511x2032mm	No	1	2960.00	
	Total carried to summary of Section 2				

Item	Description	Unit	Quantity	Rate	Amount
89	44mm Thick wrought Meranti framed, ledged and braced batten door. Size 813x2032mm	No	1	3946.00	
90	Ditto but double door size 1511x 2032mm	No	1	8549.00	
	CEILINGS				
91	6.4mm Gypsum plaster board ceilings with skimmed joints on and including 38x50mm SA Pine brandering at 450mm centres in one direction	m^2	1	497.00	
92	Ditto in patches to match existing	m^2	1	497.00	
93	6.4mm Gypsum plaster board ceilings with 12mm wrought Meranti cover strips on and including 38x50mm SA Pine brandering at 450mm centres in one direction	m^2	1	523.00	
94	4mm Thick pressed fibre cement ceilings with H profile cover strips nailed to and including 38x50mm SA Pine brandering at 450mm centres in one direction	m^2	1	560.00	
95	75 mm Gypsum plasterboard coved cornices	m	1	187.00	
96	12mm Wrought Meranti cover strips	m	1	211.00	
97	PVC H profile cover strips	m	1	66.00	
98	Extra over ceiling for forming trap door size 600x600mm formed of 38x114mm wrought SA Pine frame around the opening, the door to match existing ceiling board	No	1	1367.00	
	FLOOR COVERINGS				
99	250 x 250 x 2.5mm Thick vinyl floor tiles fixed with adhesive in patches to match existing	m^2	1	529.00	

100	2.5mm Thick heavy duty vinyl floor sheeting in patches, fixed with adhesive in patches to match existing	m^2	1	339.00	
101	500 x 500 x 8mm Thick approved carpet tiles fixed with approved adhesive in patches to match existing	m^2	1	592.00	
	Total carried to summary of Section 2				

Item	Description	Unit	Quantity	Rate	Amount
	IRONMONGERY				
102	75mm Steel butt hinges	No	1	63.00	
103	100mm Brass butt hinges	No	1	80.00	
104	150mm Brass barrel bolt with keep fixed to metal	No	1	83.00	
105	Ditto but with keep let into concrete	No	1	83.00	
106	300mm Epoxy coated vandal proof toilet roll holder	No	1	329.00	
107	Approved overhead door closer to steel frame	No	1	5036.00	
108	Approved 3 lever lockset with handles	No	1	702.00	
109	Approved 4 lever lockset with handles	No	1	829.00	
110	Repair and service existing cell locks	No	1	715.00	
	PLASTERING				
111	25mm Thick (1:3) cement screed to floors and landings in patches	m^2	1	172.00	
112	25mm Granolithic finish to floors and landings In patches	m^2	1	193.00	
113	(1:3) Internal cement plaster on brick walls in patches	m^2	1	143.00	
114	Ditto in narrow widths not exceeding 300 mm wide	m^2	1	143.00	
115	(1:3) Internal cement plaster on concrete walls in patches	m^2	1	143.00	
116	Ditto in narrow widths not exceeding 300 mm wide	m^2	1	143.00	
117	(1:3) Internal cement plaster on concrete soffits in patches	m^2	1	143.00	

118	(1:3) External cement plaster on brick walls in patches	m²	1	143.00	
119	Ditto in narrow widths not exceeding 300 mm wide	m²	1	150.00	
120	(1:3) External cement plaster on concrete walls in patches	m²	1	143.00	
	Total carried to summary of Section 2				

Item	Description	Unit	Quantity	Rate	Amount
121	Ditto in narrow widths not exceeding 300mm wide	m²	1	150.00	
	BRICK WORK				
122	(1:3) Cement mortar half stock brick wall	m²	1	385.00	
123	(1:3) Cement mortar one stock brick wall	m²	1	772.00	
124	(1:3) Cement mortar half face brick wall	m²	1	258.00	
125	(1:3) Cement mortar one face brick wall	m²	1	258.00	
	TILING				
126	200 x 200 x 5mm Thick white glazed wall tiles fixed with approved adhesive in patches to match existing, including grouting of joints	m²	1	258.00	
127	240 x 240 x 5mm Thick approved ceramic wall tiles fixed with approved adhesive in patches to match existing, including grouting of joints	m²	1	329.00	
128	330 x 330 x 6mm Thick approved ceramic floor tiles bedded in tiling grout in patches to match existing, including grouting of joints	m²	1	515.00	
	GLAZING				
129	4mm Thick clear float glass fixed with putty not exceeding 0.1m² to steel or timber frames	m²	1	383.00	
130	Ditto but panes exceeding 0.1m² and not exceeding 0.5m²	m²	1	543.00	
131	Ditto but panes exceeding 0.5 m² and not exceeding 2m²	m²	1	644.00	
132	4mm Thick obscure glass fixed with putty not exceeding 0.1m² to steel or timber frames	m²	1	471.00	
133	Ditto but panes exceeding 0.1m² and not exceeding 0.5m²	m²	1	146.00	
	PAINT ON PLASTER				

	PREPARE AND PAINT ONE COAT UNDERCOAT AND TWO FINISHING COATS INTERIOR QUALITY PVA EMULSION PAINT				
134	To plastered walls internally	m^2	1	125.00	
135	To plastered ceilings and beams internally	m^2	1	125.00	
136	To gypsum plaster board ceilings including cover strips including priming and stopping nail heads	m^2	1	249.00	
	Total carried to summary of Section 2				

Item	Description	Unit	Quantity	Rate	Amount
	PREPARE AND APPLY ONE COAT UNDERCOAT AND TWO FINISHING COATS EXTERIOR QUALITY PVA EMULSION PAINT				
137	To plastered walls externally	m^2	1	125.00	
138	To rough cast plaster walls externally	m^2	1	125.00	
139	To concrete soffits	m^2	1	125.00	
	PREPARE AND APPLY ONE COAT UNDERCOAT AND TWO FINISHING COATS ACRYLIC EMULSION PAINT				
140	To plastered walls internally	m^2	1	125.00	
141	To plastered walls externally	m^2	1	125.00	
142	To plastered ceilings and beams internally	m^2	1	125.00	
143	To gypsum plaster board ceilings including cover strips including priming and stopping nail heads	m^2	1	249.00	
	ON METAL				
144	One coat calcium plumbate primer and two coats high gloss enamel paint to steel door frames	m^2	1	138.00	
145	Ditto to steel window frames	m^2	1	138.00	
	ON WOOD				
146	Prepare and apply one coat general purpose wood primer, one coat undercoat and two finishing coats polyurethane alkyd enamel paint of high gloss designation to doors	m^2	1	132.00	
147	Ditto to window frames	m^2	1	132.00	
148	Ditto to frames and linings	m^2	1	132.00	

149	Clean down and apply three coats clear suede varnish to doors	m^2	1	132.00	
150	Ditto to window frames	m^2	1	132.00	
151	Ditto to frames and linings	m^2	1	132.00	
	Total carried to summary of Section 2				

Item	Description	Unit	Quantity	Rate	Amount
	EXTERNAL WORKS				
	REMOVAL OF FENCING IN SECTIONS				
152	Excavate for and break up and remove concrete fence post bases of varying sizes and cart off site	m^3	1	374.00	
153	Take down and remove wire mesh fence including posts with a height not exceeding 2400mm high and cart off site	m	1	132.00	
154	Take down and remove precast concrete wall including concrete posts with a height not exceeding 2400mm high and cart off site	m	1	374.00	
155	Ditto, concrete palisade fence	m	1	374.00	
156	Take off and remove single steel gate size 900mm wide x 1800mm high	No	1	137.00	
157	Ditto double gate in two equal leaves size 1600mm wide x 1800mm high	No	1	249.00	
	NEW FENCING IN SECTIONS				
	WIRE MESH FENCING				
158	Provide and erect wire mesh fencing 1800mm high including posts buried to depth of 600mm below ground level in mass concrete bases as required, in the positions as shown or specified, to match existing	m	1	451.00	
159	Ditto, 2400mm high	m	1	498.00	
	GATES				

160	Provide and fix single mesh gate size 900mm wide x 1800mm, including gate posts buried to depth of 600mm below ground level in mass concrete bases as required, including stays, in the positions as shown or specified, to match existing	No	1	3232.00	
	PRECAST CONCRETE WALLING				
161	Provide and erect precast concrete walling 2400mm high including precast concrete posts buried to depth of 600mm below ground level in mass concrete bases as required, in the positions as shown or specified, to match existing	m	1	497.00	
	Total carried to summary of Section 2				

Item	Description	Unit	Quantity	Rate	Amount
	CONCRETE PALISADE FENCE				
162	Provide and erect concrete palisade fence 2400mm high including precast concrete posts buried to depth of 600mm below ground level in mass concrete bases as required, in the positions as shown or specified, to match existing	m	1	538.00	
	GALVANISED MILD STEEL PALISADE FENCE				
163	Provide and erect galvanized mild steel palisade fence 2400mm high x 6mm thick, in panels not exceeding 3000mm wide, including 76mm x 76mm x 3mm thick galvanized mild steel posts buried to depth of 600mm below ground level in mass concrete bases as required, in the positions as shown or specified, to match existing	**m**	1	1367.00	
	GALVANISED MILD STEEL PANEL GATES				
164	Provide and fix single galvanized mild steel panel gate size 900mm wide x 2400mm high including 76mm x 76mm x 3mm thick galvanized mild steel gate posts buried to a depth of 600mm below ground level in mass concrete bases as required, , in the positions as shown or specified, to match existing	No	1	3232.00	

	SUPPLY AND FIT SECURITY BLADE COIL WIRE AT THE TOP OF FENCING				
165	500 mm Diameter blade coil, wire complete with Y fitting brackets fixed to top of fencing	m	1	132.00	
166	Ditto in short lengths to top of existing fencing	m	1	187.00	
	PAVING				
167	80mm Thick interlocking block paving laid on 20mm thick clean river sand with sand swept into joints	m^2	1	249.00	
	Total carried to summary of Section 2				

SECTION 2

RATES SCHEDULES

SUMMARY

Page No	R
Total carried from page no	
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Total carried from page no	
Total carried from page no	
TOTAL FOR SECTION 2 CARRIED TO FINAL SUMMARY	**R**

NON-SCHEDULED ITEMS

SECTION 3
NON-SCHEDULED RATES FOR LABOUR AND MATERIAL

ITEM	LABOUR	UNIT	QUANTITY	RATE	AMOUNT R
	The rates for labour will be deemed to be an all-inclusive rate (i.e. inclusive of statutory minimum labour rates, bonuses, pension fund contributions, medical fund contributions, UIF etc) **Normal working hours**				
1	Skilled artisan (Technician)	Hour	1	300.00	300
2	General worker	Hour	2	150.00	300
3	**Non- scheduled materials** The cost of non-scheduled materials shall be deemed to include for the cost of material after the deduction of any discount, and shall include for the cost of delivery to site				
4	Add for percentage mark-up on non-scheduled materials that may be used (...20.....%)				
TOTAL FOR SECTION 3 CARRIED TO FINAL SUMMARY					**R**

SECTION 4

TRANSPORT FOR SCHEDULED AND NON-SCHEDULED WORK

SECTION 4
TRANSPORT FOR SCHEDULE and NON-SCHEDULED WORK

ITEM	TRANSPORT COST	UNIT	QUANTITY	RATE	AMOUNT R c
	NOTE: All distances travelled will be measured from the General Post Office of Tzaneen Where more than one service has to be executed on the same day in the same area, transport costs will be calculated on the actual distance travelled				
1	Transport cost of a vehicle with a loading capacity of 1 ton	km	1	11.00	R 11.00
2	Transport cost of a vehicle with a loading capacity of 2 ton	km	1	22.00	R 22.00
TOTAL FOR SECTION 4 CARRIED TO FINAL SUMMARY					**R**

FINAL SUMMARY OF TENDER

	R	c
SUB-TOTAL		
ADD 15% VALUE-ADDED TAX		
TOTAL		

NOTE:

The document shall be completed in full, each page initialed, the last page signed and the completed document returned before the closing date and time.

SIGNED: _____ DATE: _____

NAME OF CONTRACTOR: _____

ADDRESS: _____

_____

_____

_____

TENDER CLOSING DATE:

Tender must be submitted in a **sealed envelope** with the Service description, WCS/Tender No: and the closing date and time clearly indicated and **deposited in the Tender Box at 78 Hans van Rensburg Street, Polokwane, not later than 11:00 AM on**

LATE, E- MAIL OR FAX TENDER WILL BE DISQUALIFIED.

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[3] in the enterprise, employed by the state?

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

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

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

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

.....

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[4] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____
(project description as per Tender Document)

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

_____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Note:

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

ENTERPRISE STAMP

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

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

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

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

   _____

   _____
   (project description as per Tender Document)

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

1 *Mr/Mrs/Ms: _____

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

   and who will sign as follows:

   _____

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

2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender 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:

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

_____

_____

(project description as per Tender Document)

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

Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____Postal Code _____

Postal Address: _____

_____

_____Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

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

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	**PANEL OF CONTRACTORS FOR GENERAL BUILDING MAINTENANCE IN MOPANI DISTRICT FOR A PERIOD OF 24MONTHS**		
Tender / Quotation no:	**PLK 26/07**	**Reference no:**	[Comments]

Date Bid Briefing Meeting: **n/a**

Time of Bid Briefing Meeting: **n/a**

Venue: **N/A**

This is to certify that I,_____

representing _____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	**PANEL OF CONTRACTORS FOR GENERAL BUILDING MAINTENANCE IN MOPANI DISTRICT FOR A PERIOD OF 24MONTHS**		
Tender / Quotation no:	**PLK 26/07**	**Reference no:**	[Comments]

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: PLK 26/07
Name of Tenderer ..... ☐ EME[2] ☐ QSE[3] ☐ Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

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

[2] EME: Exempted Micro Enterprise
[3] QSE: Qualifying Small Business Enterprise

1. 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, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;

3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;

4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;

5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	**Signature**	**Date**

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	**PANEL OF CONTRACTORS FOR GENERAL BUILDING MAINTENANCE IN MOPANI DISTRICT FOR A PERIOD OF 24MONTHS**		
Tender / Quotation no:	**PLK 26/07**	**Closing date: Tuesday, 05 May 2026**	**Time: 11H00**

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

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature	Date

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

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

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

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1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

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

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

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

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

80/20 or 90/10

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

Where

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

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs

1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....**SIGNATURE(S) OF TENDERER(S)**

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

□ The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

□ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

□ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

□ Black Designated Group Owned % Breakdown as per the definition stated above:

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

□Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____/_____/_____ the annual Total
Date/ month / year
Revenue was R10, 000,000.00 (Ten Million Rands) or less

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

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At Least 51% black owned	**Level Two** (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	**Level Four** (100% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

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

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

This affidavit **must not** be used for Construction/ CIDB related projects/ services

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

I hereby declare under Oath that:

□ The Enterprise is _____% Black Owned using the flow-through principle as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

□ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

□ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

□ Black Designated Group Owned % Breakdown as per the definition stated above:

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

□ Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____/_____/_____
Day/ month / year

(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

100% Black Owned	**Level One** (135% B-BBEE procurement recognition level)	
At Least 51% black owned	**Level Two** (125% B-BBEE procurement recognition level)	

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

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

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES

(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

This affidavit **must** be used for Construction/ CIDB related projects/ service **only**

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black Female Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)

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

o Black Military Veterans % _____%

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

day *month* *year*

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

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

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

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

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

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

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Panel of contractors for general building maintenance in Mopani District for a period of 24 months		
Bid no:	PLK26/07	**Reference no:**	N/A

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids[1] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

    a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

    b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

---

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

    (a) has been requested to submit a bid in response to this bid invitation;
    (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
    (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[3] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
   (a) prices;
   (b) geographical area where product or service will be rendered (market allocation)
   (c) methods, factors or formulas used to calculate prices;
   (d) the intention or decision to submit or not to submit, a bid;
   (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
   (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

Name of Bidder	Signature	Date	Position

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

public works
Department:
Public Works
REPUBLIC OF SOUTH AFRICA

DPW-04 (FM): CONTRACT DATA: FACILITIES MANAGMENT

CONTRACT DATA FOR *panel of contractors for general building maintenance in Mopani District for a period of 24months*

Tender no: ***plk26/07***

Spaces requiring information must be filled in, shown as 'not applicable' or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the Contract Data. Key cross reference clauses are indicated on the left hand side of the document.

	PART 1: DATA PROVIDED BY THE EMPLOYER

CLAUSE	**Compulsory Data**
1.1.10	The Employer is the Government of the Republic of South Africa, in its Department of Public Works.
36	The Employer chooses the following address where it will receives notices: Physical Address: ***78 hans van rensberg*** ***polokwane*** ***0700*** Postal address: ***private bag x 9469*** ***polokwane*** ***0700*** Tel: ***0152916451*** Fax: ***015 2974694***
1.1.6	The Contract Period is ***24months*** *(total of 30 days from Commencement Date + the Service Period + Transitional Period)*
1.1.19	The Service Manager is ***Ntlatlane RG***
1.1.22	The Service Period is ***24months***
1.1.24	The Transitional Period is ***indicate period in months and/or years***
7.	A security of 2.5% of the Contract Sum is required from the Service Provider.
12.2	The Service Period shall commence on ***after signing of appointment letter*** *(insert not applicable if this option is not to be selected)*
22.11	The penalty per day shall be five (5) cents per hundred Rand of the agreed cost of the relevant Identified Project.

Tender no: ***plk26/07***

26.2.4	The Contract Price is to be adjusted using CPAP indices: **Yes** ☐ **No** ☒ Where CPAP is to be used: ***state base month*** Where CPAP is applicable, the contract value will be adjusted in accordance with the **JBCC** Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the **JBCC** series 2000, code 2118, dated May 2005 and any amendments thereto, subject to: (1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities. (2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoist, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 (3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries (4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted (5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 Alternative Indices: **Not Applicable**

	PART 2: DATA TO BE PROVIDED BY THE SERVICE PROVIDER
1.1.20	The Service Provider is _____ _____ *(insert name and registration number if applicable)*
36.	The Service Provider chooses the following address where it will receive notices: Physical address: _____ _____ _____ Postal Address: _____ _____ _____ Tel: _____ Fax: _____

Tender no: ***plk26/07***

7.	The security to be provided by the Service Provider will be one of the following, as indicated: (1) 2.5% cash deposit **Yes** ☐ **No** ☒ (2) 2.5% variable guarantee **Yes** ☐ **No** ☒ (3) retention of 2.5% of the Contract Sum (excluding VAT) **Yes** ☐ **No** ☒ (4) 1.25% cash deposit and a retention of 1.25% of the Contract Sum (excluding 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.**

FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

1. *DEFINITIONS*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.17. *"Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.*

1.1.18. *"Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;*

1.1.19. *"Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;*

1.1.20. *"Parties" means the Employer and the Service Provider;*

1.1.21. *"Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;*

1.1.22. *"Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;*

1.1.23. *"Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;*

1.1.24. *"Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;*

1.1.25. *"Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;*

1.1.26. *"Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;*

1.1.27. *"Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.*

2. *INTERPRETATION*

2.1. *In this Contract, except where the context otherwise requires:*

2.1.1 *The masculine includes the feminine and the neuter, vice versa;*

2.1.2 *The singular includes the plural; and vice versa*

2.1.3 *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*

2.2. *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*

2.3. *Words and phrases defined in any clause shall bear the meanings assigned thereto.*

2.4. *The various parts of the Contract are severable and may be interpreted as such.*

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

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

3. *DURATION*

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

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

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

4. *RIGHTS AND OBLIGATIONS OF THE EMPLOYER*

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

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

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

5. *RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER*

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

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

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

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

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

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

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

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

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

6. *SERVICE MANAGER*

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

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

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

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

7. *SECURITY*

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

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

8. *SECURITY CLEARANCE*

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

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

9. *CONFIDENTIALITY*

9.1. *The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in*

any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:

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

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

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

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

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

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

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

10. *AMBIGUITY IN DOCUMENTS*

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

11. *INSURANCES*

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

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

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

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

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

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

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

13. *PROGRAMME*

13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*

13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*

13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*

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

14. *SUBCONTRACTING*

14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*

14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*

15. *INTELLECTUAL PROPERTY RIGHTS INDEMNITY*

15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*

15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*

16. *COMPLIANCE WITH LEGISLATION*

16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*

16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*

16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*

16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*

16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*

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

17. *REPORTING OF INCIDENTS*

17.1. *In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.*

17.2. *The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.*

17.3. *The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.*

17.4. *The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.*

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

18. *NUISANCE*

18.1. *The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.*

18.2. *The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.*

19. *MATERIALS, WORKMANSHIP AND EQUIPMENT*

19.1. *All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.*

19.2. *The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.*

19.3. *The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.*

19.4. *All costs for tests carried out shall be deemed to be included in the Service Provider's prices*

19.5. *Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.*

20. *URGENT WORK*

20.1. *The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.*

20.2. *If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.*

20.3. *If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.*

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

21. *INDEMNIFICATIONS*

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

21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*

21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*

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

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

22. *VARIATIONS*

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

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

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

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

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

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

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

23. *IDENTIFIED PROJECTS*

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

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

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

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

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

(a) describe the services/works required to be executed by the Service Provider under the Identified Project;

(b) state the due commencement and completion dates of the relevant Identified Project;

(c) state the total cost of the relevant Identified Project as agreed to between the Parties; and

(d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

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

23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.

23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.

23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.

23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.

23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

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

V = Delays due to rain in calendar days in respect of the calendar month under consideration.

Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded

Rw = Actual rainfall in mm for the calendar month under consideration.

Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.

Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.

X = 20, unless otherwise provided in the project specifications.

Y = 10, unless otherwise provided in the project specifications.

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

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

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

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

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense,

take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

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

23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.

23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.

23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. *SUSPENSION OF THE SERVICES*

24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.

24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

25. *PENALTY FOR NON-PERFORMANCE*

25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,

25.1.1 delays in performing any of the Services;

25.1.2 fails to perform any of the Services;

25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.

25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.

25.3 *The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.*

26. *PAYMENTS*

26.1 *The Service Manager will evaluate the Service Provider's performance on a monthly basis.*

26.2 *The Service Provider shall submit a monthly certificate taking into account the following:*

26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;

26.2.2 adjustments in terms of the pricing data;

26.2.3 additional work rendered by the Service Provider;

26.2.4 CPAP adjustment where stated in the Contract Data; and

26.2.5 VAT. Vat will be indicated separately in all documents.

26.3 *If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)*

26.4 *The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.*

26.5 *The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:*

i. Deductions for penalties;
ii. Deductions for overpayments;
iii. Deductions for retention
iv. Deductions for damages.

26.6 *The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.*

26.7 *If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.*

26.8 *The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.*

26.9 *With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.*

26.10 *If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.*

26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.

26.12 In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.

26.13 Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.

27. *RELEASE OF SECURITY*

27.1 If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.

27.2 If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:

27.2.1 annually in equal portions, subject to 27.2.2 and 27.2.3;

27.2.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

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

27.3 If the form of security selected is:

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

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

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

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

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

28. *OVERPAYMENTS*

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

29. *COMPLETION*

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

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

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

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

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

30. *ASSIGNMENT*

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

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

31. *INDULGENCES*

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

32. *OWNERSHIP AND PUBLICATION OF DOCUMENTS*

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

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

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

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

32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of*

any copyright or any other intellectual property right in connection with the work outlined in this Contract.

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

33. *BREACH OF CONTRACT*

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

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

33.1.2 *To terminate this Contract without prejudice to any other rights it may have;*

33.1.3 *To suspend further payments to the Service Provider;*

33.1.4 *To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.*

33.2 *The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.*

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

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

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

34. *STOPPAGE AND/OR TERMINATION OF CONTRACT*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35. *DISPUTE RESOLUTION*

35.1 *In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.*

35.2 *If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.*

35.3 *The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.*

35.4 *Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.*

35.5 *The Parties shall appoint the mediator within 21 days of agreeing to mediate.*

35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*

35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*

35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*

35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*

35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*

36. *GENERAL*

36.1 *This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.*

36.2 *The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.*

37. *DOMICILIUM CITANDI ET EXECUTANDI*

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

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

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

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

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

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

37.4.1 *if hand-delivered on the date of delivery;*

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

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

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