

**Bid No:JHB 25/28**

**CLOSING DATE:**

22 January 2026@ 11:00

**ADVERT DATE:**

28 November 2025

**SERVICE:** *Plumbing repairs, high pressure cleaning, maintenance of blocked drains and sewer lines including CCTV equipment to detect the cause of blockages within the jurisdiction of Johannesburg Regional Office for a period of 24 months*

*CIDB Grading: 5 SO or Higher*

*Tender documents will be sold for a non-refundable amount of R300.00 if not downloaded from [www.etenders.gov.za](http://www.etenders.gov.za)*

*A non-compulsory pre- tender site inspection meeting will be held in respect of this tender.*

*Venue: 78 De Korte Street, Mineralia Building, Braamfontein (4<sup>th</sup> Floor Boardroom)*

*Virtual Meeting: N/A*

*Date: 9 December 2025*

*Starting time: 10:00 am*

**Enquiries:** *Mr Andries Makhothi (Project Manager) 0829019027*

*or*

*Mr. James Lesejane-011 713 6233*

*Ms. Margaret Makoti-011 713-6234*

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

**PLEASE TAKE NOTE  
CLOSING TIME: 11:00**

**TENDER NUMBER: JHB 25/28  
CLOSING DATE : 22 / 01 /2026**

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

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 X3  
BRAAMFONTEIN  
2017**

**N**

**ATTENTION: TENDER SECTION: 7<sup>TH</sup> FLOOR**

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

**OR**

The tender document may be deposited in the tender box which is identified as the tender box of the Department of Public Works and Infrastructure which is located at the main entrance, ground floor, Corner De Beer and De Korte Street, Braamfontein

**BRAAMFONTEIN**

**DE KORTE STREET**

**D  
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**PUBLIC  
WORKS**

The tender box at the Regional Office: Department Of Public Works, Corner De Beer and De Korte Street, Braamfontein is accessible 24 hours 7 days a week. (Mondays to Fridays )

**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 Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.etenders.gov.za>
2. <http://www.dpw.gov.za>

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

|                    |                                                                                                                                                                                                                       |               |  |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--|
| Project title:     | <b>PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS</b> |               |  |
| Tender / Quote no: | JHB 25/28                                                                                                                                                                                                             | Reference no: |  |
| 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)                                                                                                                                                                                                       | 5.4 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)                                                                                                                                               | 5 Pages                         | Yes                 |
| 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                          |                     |
| Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).                                                                                                                                            | N/A                             | NO                  |
| Record of Addenda to tender documents (DPW-21 EC)                                                                                                                                                                                              | 2.1 Page                        | Yes                 |
| <del>Site Inspection Meeting Certificate (DPW-16 EC) (if applicable)</del>                                                                                                                                                                     | <del>1 Page</del>               |                     |
| Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 (if applicable).                                                                                                     | N/A                             | NO                  |
| .PA -04(EC Notice and Invitation to Tender)                                                                                                                                                                                                    | 11 Pages                        | Yes                 |
| PA 32 Invitation to Bid(Exemption)                                                                                                                                                                                                             | 3Pages                          | Yes                 |
| The bidder should sign an undertaking for public liability insurance in case of third party claim<br>The bidder should sign an undertaking to comply with EPWP requirements.<br>The bidder should sign the declaration for security screening. | (3 Pages)1 Page per declaration | Yes                 |
| Submission of PA-10                                                                                                                                                                                                                            | 10 page                         | Yes                 |

|                         |          |     |
|-------------------------|----------|-----|
| Submission of DPW-04EC  | 31 Page  | Yes |
| Submission of DPW-03 EC | 11 Pages | Yes |

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

Tender no: JHB 25/28

**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 <u>additional</u> information required to complete a risk assessment (if applicable) | -                      | Yes                 |
|                                                                                          | Pages                  | Yes                 |
|                                                                                          | Pages                  | 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) | 1 Page                 | 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) | 52 Pages               | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No |
| Fully priced and completed sectional summary- and final summary pages with the tender.    | Pages                  | <input type="checkbox"/> Yes <input type="checkbox"/> No            |



|                             |       |                                                          |
|-----------------------------|-------|----------------------------------------------------------|
| <i>insert document name</i> | Pages | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>insert document name</i> | Pages | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| <i>insert document name</i> | Pages | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Tender no:

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

| Legal Status of Tendering Entity:<br>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.<br><br>[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:<br>i. Certificate of Incorporation – CM1;<br>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<br>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:<br>i the Founding Statement – CK1; and<br>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:<br>i. such natural person/ sole proprietor, or<br>each of the Partners to the Partnership.                                                                                                                                                                                                                         |
| g. A Trust                                                                                                                                                                                                                                                                                                                  | Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.                                                                                                                                                                                                             |

Signed by the Tenderer:



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

Invitation to Bid: PA-32

**PART A  
INVITATION TO BID (EXEMPTION)**

|                                                                                                  |                                                                                                                                                                                                                              |               |            |               |       |
|--------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|---------------|-------|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b> |                                                                                                                                                                                                                              |               |            |               |       |
| BID NUMBER:                                                                                      | JHB 25/28                                                                                                                                                                                                                    | CLOSING DATE: | 22/01/2026 | CLOSING TIME: | 11:00 |
| DESCRIPTION                                                                                      | <b><i>PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS</i></b> |               |            |               |       |

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX  
SITUATED AT (78 DE KORTE STREET , MINERALIA BUILDING,  
BRAAMFONTEIN 2017, GROUND FLOOR)

**OR POSTED TO: Private Bag X3, Braamfontein , 2017**

**Attention to: Procurement section , Ground floor**

**SUPPLIER INFORMATION**

|                                                                                                                          |                                                          |                                                                          |                                                  |                                                          |         |
|--------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------|--------------------------------------------------------------------------|--------------------------------------------------|----------------------------------------------------------|---------|
| NAME OF BIDDER                                                                                                           |                                                          |                                                                          |                                                  |                                                          |         |
| POSTAL ADDRESS                                                                                                           |                                                          |                                                                          |                                                  |                                                          |         |
| STREET ADDRESS                                                                                                           |                                                          |                                                                          |                                                  |                                                          |         |
| TELEPHONE NUMBER                                                                                                         | CODE                                                     |                                                                          | NUMBER                                           |                                                          |         |
| CELLPHONE NUMBER                                                                                                         |                                                          |                                                                          |                                                  |                                                          |         |
| FACSIMILE NUMBER                                                                                                         | CODE                                                     |                                                                          | NUMBER                                           |                                                          |         |
| E-MAIL ADDRESS                                                                                                           |                                                          |                                                                          |                                                  |                                                          |         |
| VAT REGISTRATION NUMBER                                                                                                  |                                                          |                                                                          |                                                  |                                                          |         |
|                                                                                                                          |                                                          | TCS PIN:                                                                 |                                                  | OR                                                       | CSD No: |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?                            | <input type="checkbox"/> Yes <input type="checkbox"/> No | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |                                                  | <input type="checkbox"/> Yes <input type="checkbox"/> No |         |
|                                                                                                                          | [IF YES ENCLOSE PROOF]                                   |                                                                          |                                                  | [IF YES ANSWER PART B:3 BELOW ]                          |         |
| SIGNATURE OF BIDDER                                                                                                      |                                                          | DATE                                                                     |                                                  |                                                          |         |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) |                                                          |                                                                          |                                                  |                                                          |         |
| TOTAL NUMBER OF ITEMS OFFERED                                                                                            |                                                          | TOTAL BID PRICE ('ALL APPLICABLE TAXES)                                  |                                                  |                                                          |         |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>                                                                   |                                                          |                                                                          | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b> |                                                          |         |
| DEPARTMENT/ PUBLIC ENTITY                                                                                                | NDPWI                                                    | CONTACT PERSON                                                           | Andries Makhothi                                 |                                                          |         |
| CONTACT PERSON                                                                                                           | Margaret Makoti                                          | TELEPHONE NUMBER                                                         | 011 713 6199                                     |                                                          |         |
| TELEPHONE NUMBER                                                                                                         | 011 713 6234                                             | FACSIMILE NUMBER                                                         | N/A                                              |                                                          |         |
| FACSIMILE NUMBER                                                                                                         | N/A                                                      | E-MAIL ADDRESS                                                           | Andries.Makhothi@dpw.gov.za                      |                                                          |         |
| E-MAIL ADDRESS                                                                                                           | Margaret.Makoti@dpw.gov.za                               |                                                                          |                                                  |                                                          |         |

## Invitation to Bid: PA-32

### PART B TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

#### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

#### Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

## Invitation to Bid: PA-32

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<sup>1</sup> All applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

|                       |                                                                                                                                                                                                                |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project title:</b> | PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                          |            |                         |                  |
|--------------------------|------------|-------------------------|------------------|
| <b>Tender no:</b>        | JHB 25/28  | <b>Reference no:</b>    |                  |
| <b>Advertising date:</b> | 28/11/2025 | <b>Closing date:</b>    | 22/01/2026       |
| <b>Closing time:</b>     | 11:00      | <b>Validity period:</b> | 84 Calendar days |

### 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **5 SO** or **5 SO\*** or higher.

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

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

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

### 2. FUNCTIONALITY CRITERIA APPLICABLE YES ☒ NO ☐

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

| Functionality criteria <sup>1</sup> :                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Weighting factor: |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------|
| <b>A. Bank Rating</b><br>the bidder must submit an original bank rating letter or certified copy of such a letter which is not older than 6 Months at the closing of the tender<br><br>1. Rating A = 5 points<br>2. Rating B = 4 Points<br>3. Rating C = 3 points<br>4. Rating D = 2 points<br>5. Rating E = 1 points<br><br>none submission to equal to zero points (0 points)                                                                                                                               | 10                |
| <b>B. Work Experience</b><br><br>Number of comparable /similar projects completed successfully. Project completion certificates/reference letter from client bodies for projects ranging from R1 500,000.00 or more<br><br>1x plumbing projects completed (score 1)<br>2x plumbing projects completed (score 2)<br>3x plumbing projects completed (score 3)<br>4x plumbing projects completed (score 4)<br>5x plumbing projects completed (score 5)<br><br>none submission to equal to zero points (0 points) | 35                |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                   |

<sup>1</sup>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.

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".

(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)

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

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

11

3.1. Indicate which preference points scoring system is applicable for this bid:

|                                                                                      |                                                                           |                                                                                           |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>80/20</b><br>Preference points scoring system | <input type="checkbox"/> <b>90/10</b><br>Preference points scoring system | <input type="checkbox"/> <b>Either 80/20 or 90/10</b><br>Preference points scoring system |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|

4. RESPONSIVENESS CRITERIA

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

|    |                                     |                                                                                                                                                                                                                                                                  |
|----|-------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1  | <input checked="" type="checkbox"/> | Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.                                                                                                                                                          |
| 2  | <input checked="" type="checkbox"/> | Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender). |
| 3  | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited.                                                                                                                                                                                                                           |
| 4  | <input checked="" type="checkbox"/> | Submission of a signed bid offer as per the DPW-07 (EC).                                                                                                                                                                                                         |
| 5  | <input checked="" type="checkbox"/> | Submission of DPW-09 (EC): Particulars of Tenderer's Projects.                                                                                                                                                                                                   |
| 6  | <input type="checkbox"/>            | Bidders must comply with DPW-21 (EC): Record of Addenda to tender documents, if any.                                                                                                                                                                             |
| 7  | <input type="checkbox"/>            | Submission of DPW-16 signed by the authorised official and completion of bid briefing attendance register.<br><b>insert motivation why the tender clarification meeting is declared compulsory</b>                                                               |
| 8  | <input checked="" type="checkbox"/> | The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.                                                                                                          |
| 9  | <input checked="" type="checkbox"/> | The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.                                                                                                                                             |
| 10 | <input checked="" type="checkbox"/> | The CIDB grading for these tender its 5 SO & higher                                                                                                                                                                                                              |
| 11 | <input checked="" type="checkbox"/> | Form of offer must be in words and figures                                                                                                                                                                                                                       |
| 12 | <input type="checkbox"/>            | Specify other responsiveness criteria                                                                                                                                                                                                                            |
| 13 | <input type="checkbox"/>            | Specify other responsiveness criteria                                                                                                                                                                                                                            |
| 14 | <input type="checkbox"/>            | Specify other responsiveness criteria                                                                                                                                                                                                                            |
| 15 | <input type="checkbox"/>            | Specify other responsiveness criteria                                                                                                                                                                                                                            |

4.2. Indicate administrative 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  | <input checked="" type="checkbox"/> | Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.                                            |
| 2  | <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.                           |
| 3  | <input checked="" type="checkbox"/> | All parts of tender documents submitted must be fully completed in ink and signed where required.                                                                                                                                                      |
| 4  | <input checked="" type="checkbox"/> | Submission of (PA-11): Bidder's disclosure                                                                                                                                                                                                             |
| 5  | <input checked="" type="checkbox"/> | Submission of PA-16.1 (EC): Ownership Particulars                                                                                                                                                                                                      |
| 6  | <input checked="" type="checkbox"/> | Submission of documentation relating to <b>risk assessment criteria</b> as contained in C 2.1 of DPW-03 Tender Data.                                                                                                                                   |
| 7  | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups.                                                                                                                                                                                               |
| 8  | <input checked="" type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-contractors if any                                                    |
| 9  | <input checked="" type="checkbox"/> | Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.                                                                                             |
| 10 | <input type="checkbox"/>            | The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 calendar days from request.                                                                                                        |
| 11 | <input checked="" type="checkbox"/> | Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.                                                                                        |
| 12 | <input checked="" type="checkbox"/> | Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance. |
| 13 | <input checked="" type="checkbox"/> | Bidders to sign a declaration for EPWP .                                                                                                                                                                                                               |
| 14 | <input checked="" type="checkbox"/> | Bidders to submit undertaking for Public Liability to the value of R1 million                                                                                                                                                                          |
| 15 | <input checked="" type="checkbox"/> | bidders must comply with DPW-21:Record of Addenda for tender documents, if any                                                                                                                                                                         |
| 16 | <input checked="" type="checkbox"/> | bidders to submit undertaking for security clearance                                                                                                                                                                                                   |
| 17 | <input checked="" type="checkbox"/> | Signing of DPW 16. The site meeting is not compulsory                                                                                                                                                                                                  |
| 18 | <input type="checkbox"/>            | Specify other responsiveness criteria                                                                                                                                                                                                                  |

**4.3. Indicate administrative requirements applicable for specific goals, Tenderers will not be required to submit the below 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 | <input checked="" type="checkbox"/> | Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022                                                                            |
| 2 | <input checked="" type="checkbox"/> | A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider |

**5. 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 in table 1 below are applicable.**

**Table 1**

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

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".

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



**8.2. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

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

**Table 2**

| Serial No                   | Specific Goals                                                                                                                                                      | Preference Points Allocated out of 10 | Documentation to be submitted by bidders to validate their claim                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.                          | An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)                                                                                 | 4                                     | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                            |
| 2.                          | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) | 2                                     | <ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul> |
| 3.                          | An EME or QSE or any entity which is at least 51% owned by black women (mandatory)                                                                                  | 2                                     | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4. <input type="checkbox"/> | An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)                                                                 | 2                                     | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul>                                                                                                                                                                                                                                                                              |

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".

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

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

## 6. BID EVALUATION METHOD

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

|                                                                                      |                                                                           |                                                                                           |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| <input checked="" type="checkbox"/> <b>80/20</b><br>Preference points scoring system | <input type="checkbox"/> <b>90/10</b><br>Preference points scoring system | <input type="checkbox"/> <b>Either 80/20 or 90/10</b><br>Preference points scoring system |
|--------------------------------------------------------------------------------------|---------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

## 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 specify period between 5 and 10 years.**

The tendering Service Provider's experience on comparable projects during the past specify period between 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

### **Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify period between 5 and 10 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specify period between 5 and 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, 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

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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.  | <b>Not applicable</b> |
| (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. | <b>Not applicable</b> |
| (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.   | <b>Not applicable</b> |
| (d) | <b>cidb BUILD Programme:</b> 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.                                | <b>Not applicable</b> |

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                       |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
| (e) | <b>cidb BUILD Programme:</b> 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. 48491 of 28 April 2023 and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.– Condition of Contract | <b>Not applicable</b> |
| (f) | DPWI National Youth Service training and development programme (NYS) – Condition of Contract.                                                                                                                                                                                                                                                                                                                                                                                 | <b>Select</b>         |
| (g) | Labour Intensive Works – Condition of Contract.                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Not applicable</b> |
| (h) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Select</b>         |
| (i) |                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Select</b>         |

## 9. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- ☒ Alternatively; Bid documents may be collected during working hours at the following address **78 DE KORTE STREET, MINERALIA, BRAAMFONTEIN**,. A non-refundable bid deposit of **R 300** is payable (cash only) on collection of the bid documents.

## 10. SITE INSPECTION MEETING

A pre-tender site inspection meeting will **be** held in respect of this tender.  
Attendance of said pre- tender site inspection meeting is **not compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

|                              |                                                                                 |                       |       |
|------------------------------|---------------------------------------------------------------------------------|-----------------------|-------|
| <b>Venue:</b>                | 78 De Korte Street , Mineralia Building, Braamfontein, JHB, 4th floor Boardroom |                       |       |
| <b>Virtual meeting link:</b> | N/A                                                                             |                       |       |
| <b>Date:</b>                 | 09/12/2025                                                                      | <b>Starting time:</b> | 10:00 |

## 11. ENQUIRIES

11.1. Technical enquiries may be addressed to:

|                             |                             |                      |              |
|-----------------------------|-----------------------------|----------------------|--------------|
| <b>DPWI Project Manager</b> | Andries Makhothi            | <b>Telephone no:</b> | 011 713 6199 |
| <b>Cellular phone no</b>    | 082 901 9027                | <b>Fax no:</b>       | N/A          |
| <b>E-mail</b>               | Andries.Makhothi@dpw.gov.za |                      |              |

11.2. SCM enquiries may be addressed to:

|                          |                            |                      |              |
|--------------------------|----------------------------|----------------------|--------------|
| <b>SCM Official</b>      | Margaret Makoti            | <b>Telephone no:</b> | 011 713 6234 |
| <b>Cellular phone no</b> | N/A                        | <b>Fax no:</b>       | N/A          |
| <b>E-mail</b>            | Margaret.Makoti@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).

|                                                                                                                                                                                                                                                    |           |                                                                                                            |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------------------------------------|
| <b>Tender documents may be posted to:</b><br><br>The Director-General<br>Department of Public Works and Infrastructure<br>Private Bag X 3<br>Braamfontein<br>2017<br><br><b>Attention:</b><br><b>Procurement section:</b> Room Ground Floor<br>Box | <b>OR</b> | <b>Deposited in the tender box at:</b><br><br>78<br>Mineralia Building<br>iDe Korte Street<br>Ground Floor |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|------------------------------------------------------------------------------------------------------------|



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

|                        |                                                                                                                                                                                                                       |               |  |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|--|
| Project title:         | <b>PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS</b> |               |  |
| Tender / Quotation no: | JHB 25/28                                                                                                                                                                                                             | Reference no: |  |

### OFFER

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

**PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS**

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

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

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

**Rand** (in figures) R .....

**Rand** (in words).....

.....

.....

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

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

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

Company or Close Corporation:

.....

And: Whose Registration Number is:

.....

And: Whose Income Tax Reference Number is:

.....

CSD supplier number:.....

OR

Natural Person or Partnership:

.....

.....

Whose Identity Number(s) is/are:

.....

Whose Income Tax Reference Number is/are:

.....

CSD supplier number:.....

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

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

For Internal & External Use

Effective date 5 July 2022

**Tender / Quotation no: JHB 25/28**

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

**SIGNED FOR THE TENDERER:**

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

**WITNESSED BY:**

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

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

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

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

**SECURITY OFFERED:**

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

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 35 of 1998)] or by a bank duly registered in terms of

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

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.

**Tender / Quotation no: JHB 25/28**

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

.....  
.....

**Other Contact Details of the Tenderer are:**

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

Fax No. ....

Postal address .....

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

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

CIDB Registration Number: .....

**ACCEPTANCE**

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

**The terms of the contract are contained in:**

Part C1 Agreement and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

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

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

**For the Employer:**

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

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

For Internal & External Use

Effective date 5 July 2022



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

Tender / Quotation no: JHB 25/28

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

WITNESSED BY:

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

#### Schedule of Deviations

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

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

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

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

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Effective date 5 July 2022



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

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

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

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Effective date 5 July 2022

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

|                               |                                                                                                                                                                                                                       |                         |            |
|-------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|------------|
| <b>Project title:</b>         | <b>PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS</b> |                         |            |
| <b>Tender / quotation no:</b> | JHB 25/28                                                                                                                                                                                                             | <b>Closing date:</b>    | 22/01/2026 |
| <b>Advertising date:</b>      | 28/11/2025                                                                                                                                                                                                            | <b>Validity period:</b> | 84 days    |

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

#### 1.1. Current projects

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

Tender no: **JHB 25/28**

**1.2. Completed projects**

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

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

PA-10: General Conditions of Contract (GCC)

## PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

### NOTES:

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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

### General Conditions of Contract

#### 1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

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

## 2. Application

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

## 3. General

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

## 4. Standards

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

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

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

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

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

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

#### 6. Patent rights

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

#### 7. Performance security

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

#### 8. Inspections, tests and analyses

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

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

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

### 9. Packing

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

### 10. Delivery and documents

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

### 11. Insurance

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

### 12. Transportation

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

### 13. Incidental services

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

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

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

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

### 14. Spare parts

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

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

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

### 15. Warranty

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

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

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

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

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

### 16. Payment

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

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

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

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

### 17. Prices

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

- 17.1. Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

### 18. Contract amendments

- 18.1. No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

### 19. Assignment

- 19.1. The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

### 20. Subcontracts

- 20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

### 21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

### 22. Penalties

- 22.1. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

### 23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:



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

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

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

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

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

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

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

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

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

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

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

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

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

### 25. Force Majeure

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

### 26. Termination for insolvency

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

### 27. Settlement of Disputes

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

### 28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
  - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.



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

### 29. Governing language

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

### 30. Applicable law

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

### 31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### 32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

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

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

### 34. Prohibition of Restrictive Practices

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

|                |           |      |
|----------------|-----------|------|
|                |           |      |
| Name of Bidder | Signature | Date |

## PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no: **JHB 25/28**

Name of Tenderer .....

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

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

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> QSE: Qualifying Small Business Enterprise

## PA- 40: DECLARATION OF DESIGNATED GROUPS

Tender no:

### 2. DECLARATION:

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

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

Signed by the Tenderer

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

## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

**YES / NO**

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

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

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

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

**YES / NO**

- 2.2.1 If so, furnish particulars:

.....  
.....

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

**YES / NO**

- 2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> 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.

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

### RESOLVED that:

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

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

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

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

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

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

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

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

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

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

**Note:**

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

**ENTERPRISE STAMP**



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

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

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

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

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

**RESOLVED that:**

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

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

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

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

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

2. \*Mr/Mrs/Ms: \_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)  
and who will sign as follows: \_\_\_\_\_

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

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

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ (code)

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

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

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

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

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

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

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

### RESOLVED that:

#### RESOLVED that:

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

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

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

### PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

**Note:**

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

### 1.2 Preference Points System to be applied

*(tick whichever is applicable).*

- ☒ The applicable preference point system for this tender is the **80/20** preference point system.
- ☐ The applicable preference point system for this tender is the **90/10** preference point system.
- ☐ Either the **90/10 or 80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

### 1.3 Points for this tender shall be awarded for:

#### 1.3.1 Price; and

#### 1.3.2 Specific Goals

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

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

## 1.5 Breakdown Allocation of Specific Goals Points



**1.5.1. For procurement transaction with rand value greater than R2 000, 00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 1**

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

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



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

**Table 2**

| Serial No | Specific Goals                                                                                                                                                      | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim                                                                     |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------|
| 1.        | An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)                                                                                 | 10                                    | <ul style="list-style-type: none"> <li>• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>          |
| 2.        | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) | 2                                     | <ul style="list-style-type: none"> <li>• Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> <p>Or</p> |



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

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

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

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

**Table 3**

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

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

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

- 1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.
- 1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations,

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

##### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

**Table 4: Specific goals for the tender and points claimed are indicated per the table below.**

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

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

| The specific goals allocated points in terms of this tender                                                                                      | Number of points allocated (90/10 system)<br>(To be completed by the organ of state) | Number of points allocated (80/20 system)<br>(To be completed by the organ of state) | Number of points claimed (90/10 system)<br>(To be completed by the tenderer) | Number of points claimed (80/20 system)<br>(To be completed by the tenderer) |
|--------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|------------------------------------------------------------------------------|------------------------------------------------------------------------------|
| 1. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people | 4                                                                                    | 10                                                                                   |                                                                              |                                                                              |
| 2. Located in a specific Local Municipality or District Municipality or Metro or                                                                 | 2                                                                                    | 2                                                                                    |                                                                              |                                                                              |

| The specific goals allocated points in terms of this tender                                                                                                      | Number of points allocated<br>(90/10 system)<br>(To be completed by the organ of state) | Number of points allocated<br>(80/20 system)<br>(To be completed by the organ of state) | Number of points claimed<br>(90/10 system)<br>(To be completed by the tenderer) | Number of points claimed<br>(80/20 system)<br>(To be completed by the tenderer) |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Province area for work to be done or services to be rendered in that area                                                                                        |                                                                                         |                                                                                         |                                                                                 |                                                                                 |
| 3. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black women                  | 2                                                                                       | 4                                                                                       |                                                                                 |                                                                                 |
| 4. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black people with disability | 2                                                                                       | 2                                                                                       |                                                                                 |                                                                                 |
| 5. An EME or QSE (or any entity for procurement transaction with rand value greater than R1 Million) which is at least 51% owned by black youth.*                | 2                                                                                       | 2                                                                                       |                                                                                 |                                                                                 |

#### DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company  
[TICK APPLICABLE BOX]

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

|                                    |       |
|------------------------------------|-------|
| .....                              |       |
| <b>SIGNATURE(S) OF TENDERER(S)</b> |       |
| <b>SURNAME AND NAME:</b>           | ..... |
| <b>DATE:</b>                       | ..... |
| <b>ADDRESS:</b>                    | ..... |
|                                    | ..... |
|                                    | ..... |
|                                    | ..... |

## DPW-03 (EC): TENDER DATA

|                       |                                                                                                                                                                                                                       |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project title:</b> | <b>PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS</b> |
| <b>Reference no:</b>  |                                                                                                                                                                                                                       |

|                               |                  |                         |                                    |
|-------------------------------|------------------|-------------------------|------------------------------------|
| <b>Tender / Quotation no:</b> | <b>JHB 25/28</b> | <b>Closing date:</b>    | <b>22/01/2026</b>                  |
| <b>Closing time:</b>          | <b>11:00</b>     | <b>Validity period:</b> | <b>12 Weeks (84 Calendar days)</b> |

|                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Clause number:</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|                       | <p>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 <a href="http://www.cidb.org.za">www.cidb.org.za</a>).</p> <p>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.</p> <p>Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>C.1.1</b>          | The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>C.1.2</b>          | <p>For this contract the three volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The three volume procurement document issued by the employer comprises the following:</p> <p>Volume 1: Tendering procedures<br/>T1.1 - Notice and invitation to tender (PA-04 EC)<br/>T1.2 - Tender data (DPW-03 EC)</p> <p>Volume 2: Returnable documents<br/>T2.1 - List of returnable documents (PA-09 EC)<br/>C1.1 - Form of offer and acceptance (DPW-07 EC)<br/>C1.2 – Contract Data<br/>T2.2 - Returnable schedules</p> <p>Volume 3: Contract<br/>Part C1: Agreement and contract data<br/>C1.2 - Contract data (Part 1: Data provided by employer) (DPW-04 EC or DPW-05 EC)<br/>C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC)</p> <p>Part C2: Pricing data<br/>C2.1 - Pricing Assumptions (PG-02.2 EC or PG-02.1EC)<br/>C2.2 - Bills of Quantities / Lump sum document (if not a returnable document)</p> <p>Part C3: Scope of work<br/>C3 - Scope of work (PG-01.2 EC or PG-01.1EC)</p> <p>Part C4: Site information<br/>C4 - Site information (PG-03.2 EC or PG03.1EC)</p> |



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|              |                                       |
|--------------|---------------------------------------|
| <b>C.1.4</b> | The Employer's agent is:              |
| Name:        | <i>Insert name of agent</i>           |
| Capacity:    | <i>Select</i>                         |
| Address:     | <i>Insert address of agent</i>        |
| Tel:         | <i>Insert tel of agent</i>            |
| Fax:         | <i>Insert fax of agent</i>            |
| E-mail:      | <i>Insert e-mail address of agent</i> |

  

|                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>C.2.1<br/>C.3.11</b> | <p><b>A. <u>ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:</u></b></p> <p>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, <u>with this tender</u>, acceptable documentary proof thereof):</p> <p>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 <b><i>select tender value range</i></b> <b><i>select class of construction works</i></b> or <b><i>select tender value range select class of construction works**</i></b> class of construction work; and</p> <p>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: <b><i>select</i></b></p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> <li>every member of the joint venture is registered with the CIDB;</li> <li>the lead partner has a contractor grading designation in the <b><i>select tender value range select class of construction works</i></b> or <b><i>select tender value range select class of construction works**</i></b> class of construction work; and</li> <li>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 <b><i>select tender value range select class of construction works</i></b> or <b><i>select tender value range select class of construction works**</i></b> class of construction work</li> </ol> <p><b>** Delete "or select tender value range select class of construction works" where only one class of construction works is applicable</b></p> <p>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: <b><i>select</i></b></p> |
|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Tender no: JHB 25/28

**C. FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:**

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

| <b>Functionality Criteria</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <b>Weighting Factor</b> |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| <b>A. Bank Rating</b><br>the bidder must submit an original bank rating letter or certified copy of such a letter which is not older than 6 Months at the closing of the tender<br><br>1. Rating A = 5 points<br>2. Rating B = 4 Points<br>3. Rating C = 3 points<br>4. Rating D = 2 points<br>5. Rating E = 1 points<br><br>none submission to equal to zero points (0 points)                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | 10                      |
| <b>B. Work Experience</b><br><br>Number of comparable /similar projects completed successfully. Project completion certificates/reference letter from client bodies for projects ranging from R1 500,000.00 or more<br><br>1x plumbing projects completed (score 1)<br>2x plumbing projects completed (score 2)<br>3x plumbing projects completed (score 3)<br>4x plumbing projects completed (score 4)<br>5x plumbing projects completed (score 5)<br><br>none submission to equal to zero points (0 points)                                                                                                                                                                                                                                                                                                                                         | 35                      |
| <b>C. human Resource.artisan</b><br><br>C1.Submission of a valid certified copy of artisan certificate of Plumber. Attached certificates copies must be verified by accredited body<br><br>C2.Supervisor/foremen the must be CV attached with years of experience<br><br>2x Plumbers plus 1x Supervisor/Foremen with 3 years experience (score 1)<br>3x plumbers plus 1x Supervisor/Foremen with 4 years experience (score 2)<br>4x plumbers plus 1x Supervisor/Foremen with 5 years experience (score 3)<br>5x plumbers plus 1x Supervisor/Foremen with 6 years experience (score 4)<br>6x plumbers plus 1x Supervisor/Foremen with 7 years experience (score 5)<br><br>none submission any of the above equal to zero points (0 points)<br><br>All certified certificates should not be older than 6 months. Do not submit copies of certified copy | 35                      |
| <b>D Resources</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | 20                      |

The bidder must attach a list of resources dedicated to the execution of the project, signed by authorised company representation, and attach below.(Light Delivery Vehicle=LDV

|        |          |
|--------|----------|
| 1x LDV | 1 point  |
| 2x LDV | 2 points |
| 3x LDV | 3 points |
| 4x LDV | 4 points |
| 5x LDV | 5 points |

none submission of any of the above equals to zero points (0 points).

attach a proof of ownership or letter of intent to lease the cars

|              |                   |
|--------------|-------------------|
| <b>Total</b> | <b>100 Points</b> |
|--------------|-------------------|

(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: | <b>50</b> |
|----------------------------------------------------------------|-----------|

#### D. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS



**D1. For procurement transaction with rand value greater than R2 000,00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

**Table 1**

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

|    |                                                                                       |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----|---------------------------------------------------------------------------------------|---|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|    |                                                                                       |   | Or                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|    |                                                                                       |   | <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 3. | An EME or QSE which is at least 51% owned by black women (Mandatory)                  | 4 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 4. | An EME or QSE which is at least 51% owned by black people with disability (Mandatory) | 2 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</li> </ul> |
| 5. | An EME or QSE which is at least 51% owned by black youth (Mandatory)                  | 2 | <ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                |



**D2. For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.**

**Table 2**

| Serial No | Specific Goals                                                                                                                                                      | Preference Points Allocated out of 20 | Documentation to be submitted by bidders to validate their claim                                                                                                                                                                                                                                                                                                                                                             |
|-----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.        | An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)                                                                                 | 10                                    | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>                                                                                                                                                                                                                                                                                                    |
| 2.        | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) | 2                                     | <ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder</li> </ul> <p>Or</p> |

|  |    |                                                                                                     |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |
|--|----|-----------------------------------------------------------------------------------------------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  |    |                                                                                                     |   | <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                     |  |
|  | 3. | An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)                  | 4 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                 |  |
|  | 4. | An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory) | 2 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> <p>and</p> <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> <p>Or</p> <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> <p>Or</p> <p>National Council for Persons with Physical Disability in South Africa registration (NCPDPSA).</p> |  |
|  | 5. | An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)                  | 2 | <ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                     |  |



**D3. For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed in table 2 below are applicable.**

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

**Table 3**

| Serial No | Specific Goals                                                                      | Preference Points Allocated out of 10 | Documentation to be submitted in bidders to validate their claim                                                          |
|-----------|-------------------------------------------------------------------------------------|---------------------------------------|---------------------------------------------------------------------------------------------------------------------------|
| 1.        | An EME or QSE or any entity which is at least 51% owned by black people (Mandatory) | 4                                     | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> |

|  |                             |                                                                                                                                                                     |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|--|-----------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|  | 2.                          | Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory) | 2 | <ul style="list-style-type: none"> <li>Official Municipal Rates Statement which is in the name of the bidder.</li> </ul> Or <ul style="list-style-type: none"> <li>Any account or statement which is in the name of the bidder.</li> </ul> Or <ul style="list-style-type: none"> <li>Permission to Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder.</li> </ul> Or <ul style="list-style-type: none"> <li>Lease Agreement which is in the name of the bidder.</li> </ul>         |  |
|  | 3.                          | An EME or QSE or any entity which is at least 51% owned by black women (mandatory)                                                                                  | 2 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                               |  |
|  | 4. <input type="checkbox"/> | An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)                                                                 | 2 | <ul style="list-style-type: none"> <li>SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul> and <ul style="list-style-type: none"> <li>Medical Certificate indicating that the disability is permanent.</li> </ul> Or <ul style="list-style-type: none"> <li>South African Social Security Agency (SASSA) Registration indicating that the disability is permanent.</li> </ul> Or           National Council for Persons with Physical Disability in South Africa registration (NCPDPSA). |  |
|  | OR                          |                                                                                                                                                                     |   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |
|  | 5. <input type="checkbox"/> | An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)                                                                                  | 2 | <ul style="list-style-type: none"> <li>ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                   |  |

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

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## **E. ELIGIBILITY IN RESPECT OF RISK TO 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.

### **E.1 Technical risks:**

**Criterion 1: Experience on comparable projects during the past specify period between 5 and 10 years.**

The tendering Service Provider's experience on comparable projects during the past specify period between 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

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

**Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify period between 5 and 10 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past specify period between 5 and 10 years as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, 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;

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|              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|              | <ol style="list-style-type: none"> <li>3. Project performance: time management &amp; programming of works, timeous ordering of materials and appointment of subcontractors;</li> <li>4. Financial management: payment to suppliers and cash flow problems;</li> <li>5. Quality of workmanship: extent of reworks and timeous attention to remedial works;</li> <li>6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;</li> <li>7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;</li> <li>8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;</li> <li>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.</li> <li>10. Health &amp; Safety: adherence to regulations and compliance, and number of transgressions &amp; serious incidents.</li> <li>11. Plant &amp; equipment: sufficient resources on site and in time.</li> <li>12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.</li> <li>13. Final account: extent to which the contractor assisted in finalising the final account.</li> </ol> <p><b>Criterion 3: Suitably qualified and appropriately experienced human resources</b></p> <p>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.</p> <p><b>Criterion 4: Attendance of compulsory bid clarification meeting, if applicable</b></p> <p>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.</p> <p><b>E.2 Commercial risks:</b></p> <p>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.</p> <p>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.</p> |
| <b>C.2.7</b> | For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



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|----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>C.2.12</b>                    | <p>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.</p> <p>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.</p> <p>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.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: <span style="float: right;">Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></span></p> |
| <b>C.2.13.2</b>                  | The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>C.2.13.5</b>                  | The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>C.2.13.6</b><br><b>C.3.5</b>  | A two-envelope procedure will not be followed.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>C.2.15</b>                    | The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>C.2.16</b>                    | The tender offer validity period is as per Notice and Invitation to Tender T1.1.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>C2.16.3</b>                   | Omit the wording of the last sentence for those projects which are subject to CPAP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>C.2.18</b>                    | <p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input type="checkbox"/> Together with his tender;<br/>or<br/><input type="checkbox"/> The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender and thereafter submit the fully completed Bills of Quantities within fourteen (14) calendar days of the date requested to do so prior to the award of the contract.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>C.2.19</b>                    | Access shall be provided for inspections, tests and analysis as may be required by the Employer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>C.3.4.1</b><br><b>C.3.4.2</b> | <p>The location for opening of the tender offers, immediately after the closing time thereof shall be at:</p> <p><b>78 De Korte Street, Mineralia Building, Braamfontein, 2017</b></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>C.3.8</b>                     | The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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|-----------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>C.3.9.3</b>  | Omit the wording and replace with the following:<br>"Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."                       |
| <b>C.3.9.4</b>  | Omit the wording of the first sentence and replace with the following:<br>"In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"                                                                                                                   |
| <b>C.3.9.4</b>  | Add sub paragraph c) to C.3.9.4, as follows:<br>"c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."                     |
| <b>C.3.11.1</b> | The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.                                                                                                                                                                                                                |
| <b>C.3.13</b>   | Add the following to sub paragraph a), as follows:<br><br>The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector; |
| <b>C.3.17</b>   | Provide to the successful tenderer one copy of the signed contract document.                                                                                                                                                                                                                                       |



## DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)

|                       |                                                                                                                                                                                                                |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Project title:</b> | PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

|                               |           |                |  |                      |  |
|-------------------------------|-----------|----------------|--|----------------------|--|
| <b>Tender / Quotation no:</b> | JHB 25/28 | <b>WCS no:</b> |  | <b>Reference no:</b> |  |
|-------------------------------|-----------|----------------|--|----------------------|--|

|  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|--|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|  | <p>The Conditions of Contract are clauses 1 to 30 of the <b>JBCC®</b> Principal Building Agreement (Edition 6.2 of May 2018) prepared by the Joint Building Contracts Committee.</p> <p><b>Contractors are cautioned to read the JBCC PBA and Contract Data (DPW-04 (EC)) together as some clauses in the JBCC PBA have been amended in the Contract Data (DPW-04 (EC)).</b></p> <p>Copies of these conditions of contract may be obtained through most regional offices of the Association of South African Quantity Surveyors, Master Builders Association, South African Association of Consulting Engineers, South African Institute of Architects, Association of Construction Project Managers, Building Industries Federation South Africa, South African Property Owners Association or Specialist Engineering Contractors Committee.</p> <p>Bidders to note that materials procured for the works should be from South African manufactures and suppliers. Imported materials shall only be considered under exceptional circumstances, based on compelling technical justifications, and subject to the approval by the NDPWI.</p> |
|  | <p><b>CONTRACT VARIABLES</b></p> <p><b>THE SCHEDULE</b></p> <p>The <b>schedule</b> is the listed variables in this agreement and contains all variables referred to in this document including specific changes made to JBCC® documentation. It is divided into part 1: contract data completed by the <b>employer</b> and part 2: contract data completed by the <b>tenderer</b>. Part 1 must be completed in full and included in the tender documents. Both the part 1 and part 2 form part of this <b>agreement</b>.</p> <p><b>Spaces requiring information must be filled in, shown as 'not applicable' or deleted but not left blank.</b> 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 <b>schedule</b>. Reference to clause numbers in the JBCC Principal Building Agreement are shown in [square brackets] in this contract data e.g. [3.1].</p>                                                                                                                         |

### PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER:

#### A PROJECT INFORMATION

##### A 1.0 Works [1.1]

|                                                                                                                                                                                                                |                                                                                |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|
| Works description                                                                                                                                                                                              | Refer to document <b>PG01.2 (EC) – Scope of Works</b> for detailed description |
| PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS |                                                                                |

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## **A 2.0 Site [1.1]**

|                    |  |
|--------------------|--|
| Erf / stand number |  |
| Site address       |  |
| Township / Suburb  |  |
| City / Town        |  |
| Province           |  |
| Local authority    |  |
| GPS Coordinates    |  |

## **A 3.0 EMPLOYER AND ITS REPRESENTATIVE**

### **A 3.1 Employer:**

|                                                      |                                                                                               |            |                |
|------------------------------------------------------|-----------------------------------------------------------------------------------------------|------------|----------------|
| Official Name of Organ of State / Public Sector Body | Government of the Republic of South Africa in its Department of Public Works & Infrastructure |            |                |
| Business registration number                         | Not applicable                                                                                | VAT number | Not applicable |
| E-mail                                               | Margaret.Makotii @dpw.gov.za                                                                  | Telephone  | 011 713 6234   |
| Postal address                                       | Private bag X3<br>Braamfontein<br>Johannesburg<br>2017                                        |            |                |
| Physical address                                     | 78 De Korte Street<br>Braamfontein<br>Johannesburg<br>2017                                    |            |                |

### **A 3.2 Employer's representative:**

|                  |                                                            |                  |              |
|------------------|------------------------------------------------------------|------------------|--------------|
| Name             | Margaret Makoti                                            | Telephone number | 011 713 6234 |
| E-mail           | Margaret.Makotii @dpw.gov.za                               | Mobile number    | n/a          |
| Postal address   | Private bag X3<br>Braamfontein<br>Johannesburg<br>2017     |                  |              |
| Physical address | 78 De Korte Street<br>Braamfontein<br>Johannesburg<br>2017 |                  |              |

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".

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|              |                                   |                   |  |
|--------------|-----------------------------------|-------------------|--|
| <b>A 4.0</b> | <b>Principal Agent [1.1; 6.2]</b> | <b>Discipline</b> |  |
|--------------|-----------------------------------|-------------------|--|

|                       |                                                                               |                  |  |
|-----------------------|-------------------------------------------------------------------------------|------------------|--|
| Name                  |                                                                               |                  |  |
| Legal entity of above |                                                                               | Contact person   |  |
| Practice number       |                                                                               | Telephone number |  |
| Country               |                                                                               | Mobile number    |  |
| E-mail                |                                                                               |                  |  |
| Postal address        | insert postal address<br>insert suburb<br>insert town<br>insert postal code   |                  |  |
| Physical address      | insert physical address<br>insert suburb<br>insert town<br>insert postal code |                  |  |

|              |                         |                   |  |
|--------------|-------------------------|-------------------|--|
| <b>A 5.0</b> | <b>Agent [1.1; 6.2]</b> | <b>Discipline</b> |  |
|--------------|-------------------------|-------------------|--|

|                       |                                                                               |                  |  |
|-----------------------|-------------------------------------------------------------------------------|------------------|--|
| Name                  |                                                                               |                  |  |
| Legal entity of above |                                                                               | Contact person   |  |
| Practice number       |                                                                               | Telephone number |  |
| Country               |                                                                               | Mobile number    |  |
| E-mail                |                                                                               |                  |  |
| Postal address        | insert postal address<br>insert suburb<br>insert town<br>insert postal code   |                  |  |
| Physical address      | insert physical address<br>insert suburb<br>insert town<br>insert postal code |                  |  |

|              |                         |                   |  |
|--------------|-------------------------|-------------------|--|
| <b>A 6.0</b> | <b>Agent [1.1; 6.2]</b> | <b>Discipline</b> |  |
|--------------|-------------------------|-------------------|--|

|                       |                                                                               |                  |  |
|-----------------------|-------------------------------------------------------------------------------|------------------|--|
| Name                  |                                                                               |                  |  |
| Legal entity of above |                                                                               | Contact person   |  |
| Practice number       |                                                                               | Telephone number |  |
| Country               |                                                                               | Mobile number    |  |
| E-mail                |                                                                               |                  |  |
| Postal address        | insert postal address<br>insert suburb<br>insert town<br>insert postal code   |                  |  |
| Physical address      | insert physical address<br>insert suburb<br>insert town<br>insert postal code |                  |  |

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|              |                         |                   |  |
|--------------|-------------------------|-------------------|--|
| <b>A 7.0</b> | <b>Agent [1.1; 6.2]</b> | <b>Discipline</b> |  |
|--------------|-------------------------|-------------------|--|

|                       |                                                                               |                  |  |
|-----------------------|-------------------------------------------------------------------------------|------------------|--|
| Name                  |                                                                               |                  |  |
| Legal entity of above |                                                                               | Contact person   |  |
| Practice number       |                                                                               | Telephone number |  |
| Country               |                                                                               | Mobile number    |  |
| E-mail                |                                                                               |                  |  |
| Postal address        | insert postal address<br>insert suburb<br>insert town<br>insert postal code   |                  |  |
| Physical address      | insert physical address<br>insert suburb<br>insert town<br>insert postal code |                  |  |

|              |                         |                   |  |
|--------------|-------------------------|-------------------|--|
| <b>A 8.0</b> | <b>Agent [1.1; 6.2]</b> | <b>Discipline</b> |  |
|--------------|-------------------------|-------------------|--|

|                       |                                                                               |                  |  |
|-----------------------|-------------------------------------------------------------------------------|------------------|--|
| Name                  |                                                                               |                  |  |
| Legal entity of above |                                                                               | Contact person   |  |
| Practice number       |                                                                               | Telephone number |  |
| Country               |                                                                               | Mobile number    |  |
| E-mail                |                                                                               |                  |  |
| Postal address        | insert postal address<br>insert suburb<br>insert town<br>insert postal code   |                  |  |
| Physical address      | insert physical address<br>insert suburb<br>insert town<br>insert postal code |                  |  |

|              |                         |                   |  |
|--------------|-------------------------|-------------------|--|
| <b>A 9.0</b> | <b>Agent [1.1; 6.2]</b> | <b>Discipline</b> |  |
|--------------|-------------------------|-------------------|--|

|                       |                                                                               |                  |  |
|-----------------------|-------------------------------------------------------------------------------|------------------|--|
| Name                  |                                                                               |                  |  |
| Legal entity of above |                                                                               | Contact person   |  |
| Practice number       |                                                                               | Telephone number |  |
| Country               |                                                                               | Mobile number    |  |
| E-mail                |                                                                               |                  |  |
| Postal address        | insert postal address<br>insert suburb<br>insert town<br>insert postal code   |                  |  |
| Physical address      | insert physical address<br>insert suburb<br>insert town<br>insert postal code |                  |  |

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|               |                         |                   |  |
|---------------|-------------------------|-------------------|--|
| <b>A 10.0</b> | <b>Agent [1.1; 6.2]</b> | <b>Discipline</b> |  |
|---------------|-------------------------|-------------------|--|

|                       |                                                                               |                  |  |
|-----------------------|-------------------------------------------------------------------------------|------------------|--|
| Name                  |                                                                               |                  |  |
| Legal entity of above |                                                                               | Contact person   |  |
| Practice number       |                                                                               | Telephone number |  |
| Country               |                                                                               | Mobile number    |  |
| E-mail                |                                                                               |                  |  |
| Postal address        | insert postal address<br>insert suburb<br>insert town<br>insert postal code   |                  |  |
| Physical address      | insert physical address<br>insert suburb<br>insert town<br>insert postal code |                  |  |

|               |                         |                   |  |
|---------------|-------------------------|-------------------|--|
| <b>A 11.0</b> | <b>Agent [1.1; 6.2]</b> | <b>Discipline</b> |  |
|---------------|-------------------------|-------------------|--|

|                       |                                                                               |                  |  |
|-----------------------|-------------------------------------------------------------------------------|------------------|--|
| Name                  |                                                                               |                  |  |
| Legal entity of above |                                                                               | Contact person   |  |
| Practice number       |                                                                               | Telephone number |  |
| Country               |                                                                               | Mobile number    |  |
| E-mail                |                                                                               |                  |  |
| Postal address        | insert postal address<br>insert suburb<br>insert town<br>insert postal code   |                  |  |
| Physical address      | insert physical address<br>insert suburb<br>insert town<br>insert postal code |                  |  |

|               |                         |                   |  |
|---------------|-------------------------|-------------------|--|
| <b>A 12.0</b> | <b>Agent [1.1; 6.2]</b> | <b>Discipline</b> |  |
|---------------|-------------------------|-------------------|--|

|                       |                                                                               |                  |  |
|-----------------------|-------------------------------------------------------------------------------|------------------|--|
| Name                  |                                                                               |                  |  |
| Legal entity of above |                                                                               | Contact person   |  |
| Practice number       |                                                                               | Telephone number |  |
| Country               |                                                                               | Mobile number    |  |
| E-mail                |                                                                               |                  |  |
| Postal address        | insert postal address<br>insert suburb<br>insert town<br>insert postal code   |                  |  |
| Physical address      | insert physical address<br>insert suburb<br>insert town<br>insert postal code |                  |  |

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## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

|                                                   |                                                                          |
|---------------------------------------------------|--------------------------------------------------------------------------|
| Bills of quantities: System/Method of measurement | Standard system of measurement of building works 7 <sup>th</sup> edition |
|---------------------------------------------------|--------------------------------------------------------------------------|

### B 2.0 Law, regulations and notices [2.0]

|                                                  |                                     |
|--------------------------------------------------|-------------------------------------|
| Law applicable to the works, state country [2.1] | Law of the Republic of South Africa |
|--------------------------------------------------|-------------------------------------|

### B 3.0 Offer and acceptance [3.0]

|                                             |                    |
|---------------------------------------------|--------------------|
| Currency applicable to this agreement [3.2] | South African Rand |
|---------------------------------------------|--------------------|

### B 4.0 Documents [5.0]

|                                                                                                                                                                                                                                 |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|
| The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom                                                                                                                              | Employer |
| Number of copies of construction information issued to the contractor at no cost [5.6] (3 Copies of all relevant construction documentation – this to includes 1 priced Bills of Quantities and 2 unpriced Bills of Quantities) | 3        |

| Documents comprising the agreement                                                                        | Page numbers |
|-----------------------------------------------------------------------------------------------------------|--------------|
| The JBCC® Principal Building Agreement, Edition 6.2 May 2018                                              | 1 to 30      |
| DPW-04 (EC): CONTRACT DATA: JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018)                   | 1 to 31      |
| The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018 |              |
| Drawings as per drawing register issued with the tender                                                   |              |
| Specifications issued with the tender                                                                     |              |
| Schedules issued with the tender                                                                          |              |
| Bills of Quantities issued with the tender                                                                |              |
| Addenda as issued during tender stage, if applicable                                                      | As issued    |
|                                                                                                           |              |
|                                                                                                           |              |
|                                                                                                           |              |
|                                                                                                           |              |
|                                                                                                           |              |

### B 5.0 Employer's agents [6.0]

|                                                                                                                                                      |                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| Authority is delegated to the following agents to issue contract instructions and perform duties for specific aspects of the works [6.2] [6.7 [CD] ] | Principal Agent |
| Principal agent's and agents' interest or involvement in the works other than a professional interest [6.3]                                          |                 |
|                                                                                                                                                      |                 |



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**B 6.0 Insurances [10.0]**

| <b>Insurances by contractor</b>                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                 |                          |            |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------|
| NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990).<br><b>Insured amounts to include VAT.</b> |                                                                                                                                                                                 |                          |            |
|                                                                                                                                                                                                                                                                                                                                                   | New works [10.1.1]<br>With a deductible not exceeding 5% of each and every claim                                                                                                | Contract sum plus 10%    | Select     |
| Or                                                                                                                                                                                                                                                                                                                                                | Works with practical completion in sections [10.2]<br>With a deductible not exceeding 5% of each and every claim                                                                | Contract sum plus 10%    | Select     |
| Or                                                                                                                                                                                                                                                                                                                                                | Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works) With a deductible not exceeding 5% of each and every claim | Contract sum plus 10%    | Select     |
|                                                                                                                                                                                                                                                                                                                                                   | Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance                                                                              | RPQS to determine value  | Select     |
|                                                                                                                                                                                                                                                                                                                                                   | Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance                                                                                      | RPQS to determine value  | Select     |
|                                                                                                                                                                                                                                                                                                                                                   | Escalation, professional fees and reinstatement costs must be included in the above respective insurances                                                                       |                          | Applicable |
|                                                                                                                                                                                                                                                                                                                                                   | Supplementary insurance [10.1.2; 10.2]                                                                                                                                          | Contract sum plus 10%    | Applicable |
|                                                                                                                                                                                                                                                                                                                                                   | Public liability insurance [10.1.3; 10.2]                                                                                                                                       | R 5 000 000              | Applicable |
|                                                                                                                                                                                                                                                                                                                                                   | Removal of lateral support insurance [10.1.4; 10.2]                                                                                                                             | R PQS to determine value | Select     |
| <b>Other insurances [10.1.5]</b>                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                 |                          |            |
|                                                                                                                                                                                                                                                                                                                                                   | Hi Risk Insurance Refer B18.0 [10.1.5.1]                                                                                                                                        | R PQS to determine value | Select     |
|                                                                                                                                                                                                                                                                                                                                                   | Other insurances: If applicable, description 1:                                                                                                                                 | R PQS to determine value | Select     |
|                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                 |                          |            |
|                                                                                                                                                                                                                                                                                                                                                   | Other insurances; If applicable, description 2:                                                                                                                                 | R PQS to determine value | Select     |
|                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                 |                          |            |



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**B 7.0 Obligations of the employer [12.1]**

|                                                                                |        |
|--------------------------------------------------------------------------------|--------|
| Existing premises will be in use and occupied [12.1.2]                         | Select |
| If applicable, description:                                                    |        |
| Restriction of working hours [12.1.2]                                          | Select |
| If applicable, description:                                                    |        |
| Natural features and known services to be preserved by the contractor [12.1.3] | Select |
| If applicable, description:                                                    |        |
| Restrictions to the site or areas that the contractor may not occupy [12.1.4]  | Select |
| If applicable, description:                                                    |        |
| Supply of free issue of material and goods [12.1.10]                           | Select |
| If applicable, description:                                                    |        |

**B 8.0 Appointment of Nominated Subcontractors [14.0]**

|                  |                                              |
|------------------|----------------------------------------------|
| Select           | If applicable, description of specialisation |
| Specialisation 1 |                                              |
| Specialisation 2 |                                              |
| Specialisation 3 |                                              |
| Specialisation 4 |                                              |
| Specialisation 5 |                                              |

**B 9.0 Appointment of Selected Subcontractors [15.0]**

|                  |                                              |
|------------------|----------------------------------------------|
| Select           | If applicable, description of specialisation |
| Specialisation 1 |                                              |
| Specialisation 2 |                                              |
| Specialisation 3 |                                              |
| Specialisation 4 |                                              |
| Specialisation 5 |                                              |

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**B 10.0 Appointment of Direct Contractors [16.0]**

| Select         | If applicable, description of extent of work [12.1.11] |
|----------------|--------------------------------------------------------|
| Extent of work |                                                        |
| Extent of work |                                                        |
| Extent of work |                                                        |
| Extent of work |                                                        |
| Extent of work |                                                        |

**B 11.0 Works to be completed in sections [20.1]**

| Select                  | If applicable, description of sections |
|-------------------------|----------------------------------------|
| Section 1               |                                        |
| Section 2               |                                        |
| Section 3               |                                        |
| Section 4               |                                        |
| Section 5               |                                        |
| Section 6               |                                        |
| Remainder of the works. |                                        |

**B 12.0 Contract period [B18: 1.2], Construction period [B18: 1.1], Possession of site [12.1.5], Practical Completion [19.0; 20.0], Works Completion Refer B18.0 [19.8], Final Completion [21] and Penalties [24.0]**

**B12.1 Contract Period**

|                                                                                                                                                                                                                                                                                                                                                                                                   |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <b>Contract period [B18: 1.2]:</b> Period in <b>months</b> as indicated, include the time from the date of award (commencement date) for submitting contractual obligatory documents, submission of Health & Safety Plan and approval, period for obtaining the Construction Permit (if applicable), the Construction Period and the Defect Liability Period up to and including Final Completion |  |
| <b>The contract period is determined as follows (Period/s indicated in months):</b>                                                                                                                                                                                                                                                                                                               |  |
| Period to submit contractual obligatory documents including submission and approval of health and safety plan by the appointed Health & Safety Agent                                                                                                                                                                                                                                              |  |

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|                                                                                                                                                                                                        |        |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Period to obtain Construction Permit from Department of Labour upon approval of the Health & Safety Plan by the appointed Health & Safety Agent                                                        |        |
| Total construction period for the Works as a whole up to and including Practical Completion, as indicated below [24.1]                                                                                 |        |
| Period to achieve Works Completion Refer B18.0 [19.8]                                                                                                                                                  |        |
| Defect liability period up to and including Final Completion                                                                                                                                           | Select |
| <b>Total Contract Period</b> [B18: 1.2]                                                                                                                                                                |        |
| Penalty amount per calendar day for late submission of contractual obligatory documents: Ten percent (10%) of the penalty amount per calendar day for late Practical Completion, excluding VAT. [24.1] | R      |

#### B12.2 Construction Period for completion of the Works as a whole

|                                                                                                                                                                                                                                                                                                                                                                                    |                                                                     |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|
| <b>Construction period</b> [B18: 1.2] and <b>Practical Completion for the Works as a whole</b> [19.0] The time for achieving Practical Completion of the whole of the Works is <b>measured from the</b> date of possession of the <b>site</b> by the <b>contractor</b> inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> . | Select                                                              |
| The date for practical completion for the works as a whole shall be the period in <b>months</b> as indicated, starting from the date of possession of the site by the contractor inclusive of all special non-working days and builders' holiday shut down periods [12.2.7; 24.1]                                                                                                  | insert construction period as per B12.1 or N/A if Works in portions |
| Period for inspection in <b>working days</b> by the principal agent [19.3]                                                                                                                                                                                                                                                                                                         |                                                                     |
| <b>Penalty amount</b> per calendar day for <b>late Practical Completion</b> , excluding VAT. [24.1]                                                                                                                                                                                                                                                                                |                                                                     |
| <b>Penalty amount</b> per calendar day for <b>late Works Completion</b> Refer B18.0 [19.8]: Thirty percent (30%) of penalty amount per calendar day for late Practical Completion, excluding VAT.                                                                                                                                                                                  | R                                                                   |
| <b>Penalty amount</b> per calendar day for <b>late Final Completion</b> [21]: Fifteen percent (15%) of penalty amount per calendar day for late Practical Completion, excluding VAT.                                                                                                                                                                                               | R                                                                   |

#### B12.3 Construction Period for completion of the Works in portions

| <b>Construction period</b> [B18: 1.1] and <b>Practical completion for portions of the Works</b> [20.0]                                                       | Select |   |   |   |   |   |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|---|---|---|---|---|
| Portions of the Works in sections:                                                                                                                           | 1      | 2 | 3 | 4 | 5 | 6 |
| Period for inspection by the principal agent in <b>working days</b> [19.3]                                                                                   |        |   |   |   |   |   |
| The date for practical completion shall be the period in <b>months</b> as indicated from the date of possession of the site by the contractor [12.2.7; 24.1] |        |   |   |   |   |   |

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|                                                                                                                                                                                                                                                                                                                         |  |                                                                                  |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|----------------------------------------------------------------------------------|
| The date for practical completion for <b>the whole</b> of the Works, if applicable shall be the period in <b>months</b> as indicated from the date of possession of the site by the contractor inclusive of all <b>public holidays, special non-working days and builders' holiday shut down periods</b> [12.2.7; 24.1] |  | insert construction period as per B12.1 or N/A if Works as a whole is applicable |
| Penalty for late Practical Completion, <b>if completion in sections is required</b> , excluding VAT                                                                                                                                                                                                                     |  |                                                                                  |
| The penalty amount per day for failing to complete <b>section 1</b> of the Works is:                                                                                                                                                                                                                                    |  | R                                                                                |
| The penalty amount per day for failing to complete <b>section 2</b> of the Works is:                                                                                                                                                                                                                                    |  | R                                                                                |
| The penalty amount per day for failing to complete <b>section 3</b> of the Works is:                                                                                                                                                                                                                                    |  | R                                                                                |
| The penalty amount per day for failing to complete <b>section 4</b> of the Works is:                                                                                                                                                                                                                                    |  | R                                                                                |
| The penalty amount per day for failing to complete <b>section 5</b> of the Works is:                                                                                                                                                                                                                                    |  | R                                                                                |
| The penalty amount per day for failing to complete <b>section 6</b> of the Works is:                                                                                                                                                                                                                                    |  | R                                                                                |
| The penalty amount per day for failing to complete <b>the whole</b> of the Works, if applicable, is:                                                                                                                                                                                                                    |  | R                                                                                |
| Penalty amount per calendar day for late Works Completion Refer B18.0 [19.8]: To be calculated at Thirty percent (30%) of penalty / calendar day to complete <b>Select</b> , excluding VAT                                                                                                                              |  |                                                                                  |
| Penalty amount per calendar day for late Final Completion [21]: To be calculated at Fifteen percent (15%) of penalty / calendar day to complete <b>Select</b> , excluding VAT                                                                                                                                           |  |                                                                                  |

**B 13.0 Criteria to achieve Practical Completion [19.0; 20.0]**

| Criteria to achieve Practical Completion not covered in the definition of practical completion |                                                                                                                 |
|------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------|
| 13.1                                                                                           | Obtain Occupation Certificate from the relevant authority prior to issuing the Practical Completion certificate |
| 13.2                                                                                           | All relevant CoCs                                                                                               |
| 13.3                                                                                           | All guarantees                                                                                                  |
| 13.4                                                                                           | Training on electrical, security and mechanical installations if contractually required                         |
| 13.5                                                                                           | Maintenance / operating manuals                                                                                 |
| 13.6                                                                                           | CPG and cidb BUILD programme achievement certificates submitted with substantiating documentation               |
| 13.7                                                                                           |                                                                                                                 |
| 13.8                                                                                           |                                                                                                                 |
| 13.9                                                                                           |                                                                                                                 |

13.10

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**B 14.0 Defects liability period [21.0]**

Extended defects liability period: Refer B18.0 [21.13]

| Select | If applicable, description of applicable elements                                            |
|--------|----------------------------------------------------------------------------------------------|
| 14.1   | Emergency generator/s                                                                        |
| 14.2   | Air conditioning system and plant                                                            |
| 14.3   | Security system/s (e.g. Access control, Intruder alarm, etc.)                                |
| 14.4   | Electrical equipment (e.g. Electric operated doors, Electric motors, etc.)                   |
| 14.5   | Lifts                                                                                        |
| 14.6   | Mechanical equipment (e.g. Fire detection, Fire suppression system, Kitchen equipment, etc.) |
| 14.7   | Civil works                                                                                  |
| 14.8   | Landscaping including automated systems (irrigation)                                         |
| 14.9   |                                                                                              |
| 14.10  |                                                                                              |

**B 15.0 Payment [25.0]**

|                                                                            |                           |
|----------------------------------------------------------------------------|---------------------------|
| Date of month for issue of regular payment certificates Refer B18.0 [25.2] |                           |
| Contract price adjustment / Cost fluctuations Refer [25.3.4; 26.9.5]       | Select                    |
| If applicable, method to calculate                                         | CPAP                      |
| Employer shall pay the contractor within: Refer B18.0 [25.10]              | Thirty (30) calendar days |

**B 16.0 Dispute resolution [30.0]**

|                         |                                              |
|-------------------------|----------------------------------------------|
| <b>Mediation</b>        | Applicable                                   |
| Name of nominating body | Association of Arbitrators (Southern Africa) |
| Appointment of Mediator | State Attorney                               |
| <b>Litigation</b>       | Court with Jurisdiction                      |

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**B 17.0 JBCC® General Preliminaries - selections**

|                                                                                                         |                       |        |
|---------------------------------------------------------------------------------------------------------|-----------------------|--------|
| Provisional bills of quantities [P2.2]                                                                  |                       | Select |
| Availability of construction information [P2.3]                                                         |                       | Select |
| Previous work - dimensional accuracy - details of previous contract(s) [P3.1]                           |                       | Select |
| Previous work - defects - details of previous contract(s) [P3.2]                                        |                       | Select |
| Inspection of adjoining properties - details [P3.3]                                                     |                       | Select |
| Handover of site in stages - specific requirements [P4.1]                                               |                       | Select |
| Enclosure of the works - specific requirements [P4.2]                                                   |                       | Select |
| Geotechnical and other investigations - specific requirements [P4.3]                                    |                       | Select |
| Existing premises occupied - details [P4.5]                                                             |                       | Select |
| Services - known - specific requirements [P4.6]                                                         |                       | Select |
| Water [P8.1]                                                                                            | By contractor         | Select |
|                                                                                                         | By employer           | Select |
|                                                                                                         | By employer – metered | Select |
| Electricity [P8.2]                                                                                      | By contractor         | Select |
|                                                                                                         | By employer           | Select |
|                                                                                                         | By employer – metered | Select |
| Ablution and welfare facilities [P8.3]                                                                  | By contractor         | Select |
|                                                                                                         | By employer           | Select |
| Communication facilities - specific requirements [P8.4]                                                 |                       | Select |
| Protection of the works - specific requirements [P11.1]                                                 |                       | Select |
| Protection / isolation of existing works and works occupied in sections - specific requirements [P11.2] |                       | Select |
| Disturbance - specific requirements [P11.5]                                                             |                       | Select |
| Environmental disturbance - specific requirements [P11.6]                                               |                       | Select |

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## B 18.0 SPECIFIC CHANGES MADE TO JBCC® DOCUMENTATION

[Details of changes made to the provisions of **JBCC** standard documentation]

### 1.2 Definitions

**The following definitions replace corresponding definitions or are added to the definitions in the JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), whatever the case may be.**

**ADVERSE WEATHER CONDITIONS:** Adverse weather and inclement weather has the same meaning and used interchangeably and means any weather conditions i.e.: Rain, wind, snow, frost, temperature (cold or heat) that are not in the norm for the area where the construction takes place and during which no work is possible on site.

**AGREEMENT:** The completed Form of Offer and Acceptance, the completed JBCC® Principal Building Agreement and contract data for organs of state and other public sector bodies, the contract drawings, the priced document and any other documents reduced to writing and signed by the authorised representative or representatives of the parties.

**CONSTRUCTION PERIOD:** The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**.

**CONTRACT PERIOD:** The period commencing on the date of the letter of acceptance and ending on the date of final completion.

**COST FLUCTUATION** shall mean contract price adjustment provision (CPAP) for the adjustment of fluctuation in the cost of labour, plant, material and goods as stated in the schedule.

**DEFAULT INTEREST:** No clause.

**GUARANTEE FOR CONSTRUCTION:** A security in terms of the DPWI's Guarantee for Construction form/s, obtained by the contractor from an institution approved by the employer [CD].

**INTEREST:** The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) as amended, calculated as simple interest, in respect of debts owing to the State, and will be the rate as published by the Minister of Justice and Correctional Services from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No 55 of 1975) as amended, calculated as simple interest, in respect of debts owing by the State.

**LETTER OF ACCEPTANCE:** The letter of formal acceptance of the Contractor's or Service Provider's Tender / Bid, issued and signed by the Employer.

**PAYMENT CERTIFICATE:** A certificate issued at regular agreed intervals [CD] by the principal agent to the parties certifying the amount due and payable in terms of clause 25.3.

**PRINCIPAL AGENT:** The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a **principal agent** not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**.



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## CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, JBCC PRINCIPAL BUILDING AGREEMENT (Edition 6.2 of May 2018), are applicable to this Contract:

|       |                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 3.3   | Replace clause with the following:<br>This agreement shall come into force on the date of letter of acceptance and continue to be of force and effect until the end of the latent defects liability period [22.0] notwithstanding termination [29.0] or the certification of final completion [21.0] and final payment [25.0].                                                                                                                              |
| 4.2   | Refer to clause 6.7 [CD].                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4.3   | Replace clause with the following:<br>Where a contractor cedes any right or any monies due to or to become due under this agreement as security in favour of a financial institution, the prior written consent of the employer, which consent shall not be unreasonably withheld, must be obtained.                                                                                                                                                        |
| 5.2   | Replace last sentence with the following:<br>The original signed agreement shall be held by the Employer.                                                                                                                                                                                                                                                                                                                                                   |
| 5.4   | Replace clause with the following:<br>The Bills of Quantities shall not be used as a specification of material and goods or methods unless so instructed by the Principal Agent. The contractor may not use the Bills of Quantities for purpose of ordering material. All dimensions and quantities must be determined on site before ordering. In the event of discrepancy between the drawings and Bills of Quantity, the drawings shall take preference. |
| 5.5   | Replace clause with the following:<br>The parties may publish or disclose on any platform only the contract scope and contract amount.                                                                                                                                                                                                                                                                                                                      |
| 6.5   | Replace clause with the following:<br>Where the principal agent and/or an agent fails to act or is unable to act or ceases to be the principal agent or an agent in terms of this agreement, the employer may appoint another principal agent and/or an agent, be it temporary or permanently.                                                                                                                                                              |
| 6.7   | Add the following as clause 6.7:<br>In terms of the clauses listed hereunder, the employer has retained its authority and has not given a mandate to the principal agent, notwithstanding other provisions in the contract. The employer shall sign all documents in relation to clauses 4.2, 14.1.4, 14.4.1, 14.6, 15.1.4, 15.4.1, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12.                                                                        |
| 7.2   | Replace first sentence with the following:<br>Any design responsibility undertaken by a subcontractor shall not devolve on the contractor except for items that require specific component design and or compatibility design and or shop drawings and or the assembly thereof.                                                                                                                                                                             |
| 8.4   | Replace clause with the following:<br>The contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.                           |
| 9.2.7 | Add the following to the end of the first sentence: "... due to no fault of the contractor".                                                                                                                                                                                                                                                                                                                                                                |

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| 9.2.9      | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 9.2.10     | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 9.3        | Add the following as clause 9.3:<br>The employer's rights to claim damages for the contractor's omissions and actions will not be affected.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 10.1       | Replace clause with the following:<br>The party responsible shall effect and keep the respective insurances [CD] in force, in favour of the employer as beneficiary, from the date of possession of the site until the issue of the certificate of practical completion and with an extension to cover the contractor's obligations after the date of practical completion [8.2.2].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 10.1.5.1   | Add the following as clause 10.1.5.1:<br>Hi Risk Insurance<br>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable sub-surface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 10.1.5.1.1 | Add the following as clause 10.1.5.1.1:<br>Damage to the works<br>The contractor shall, from the date of possession of the site until the date of the certificate of practical completion, bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.<br><br>When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.                                                                                                                                                                                                     |
| 10.1.5.1.2 | Add the following as clause 10.1.5.1.2:<br>Injury to persons or loss of or damage to property<br>The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.<br><br>The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable property, or personal property, or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract. |
| 10.1.5.1.3 | Add the following as clause 10.1.5.1.3:<br>It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty-one (21) calendar days of the date of letter of acceptance, but before commencement of the works, submit to the employer proof of such insurance policy.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 10.1.5.1.4 | Add the following as clause 10.1.5.1.4:<br>The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 10.2       | Replace clause with the following:<br>Where practical completion in sections is required [20.0], or where the works is for alterations and additions, the contractor shall effect and keep in force contract works insurance [10.1.1], supplementary insurance [10.1.2], public liability insurance [10.1.3] and where applicable, removal of lateral support insurance [10.1.4] and other insurances [10.1.5) in favour of the employer as beneficiary.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 10.6       | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 10.11      | Add the following as clause 10.11<br>In the event that an insurer dispute the amount of the claim to be paid to the employer, the contractor shall be liable to the employer for the difference between the claim (as determined by the employers QS appointed on the project) made by the employer and the amount that the insurer is willing to pay.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 11.1       | Add the following to clause 11.1.<br>In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).<br><br>In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of C 1.0 Securities, as stated in the schedule. Such security shall be provided to the employer within fifteen (15) working days from contract commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within fifteen (15) working days from the contract commencement date, the security in terms of C 1.0 Option C shall be deemed to have been selected.<br><br>The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5. |
| 11.1.1     | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11.1.2     | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11.2.2     | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11.3       | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11.4.1     | Replace clause 11.4.1 with the following:<br>Hand over the site to the contractor and withhold an amount equal to ten per cent (10%) of each interim payment certificate until practical completion is achieved. The value certified shall be subject to the adjustments in terms of 25.12.6 to 25.12.10.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 11.5       | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| 11.6       | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.7     | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 11.8     | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 11.9     | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 11.10    | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 11.11    | Add the following as clause 11.11<br>Where the security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:                                                                                                                                                                                                                                                                                      |
| 11.11.1  | Add the following as clause 11.11.1<br>The contractor shall furnish the employer with a cash deposit equal in value to ten percent (10%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to furnish the employer with a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> .                                                    |
| 11.11.2  | Add the following as clause 11.11.2<br>The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.                                                                                 |
| 11.11.3. | Add the following as clause 11.11.3<br>Within fifteen (15) working days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT).                                                                                                                                                                                        |
| 11.11.4  | Add the following as clause 11.11.4<br>Within fifteen (15) working days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT).                                                                                                                                                                                              |
| 11.11.5  | Add the following as clause 11.11.5<br>On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.                                                                                                                                                                                                                                                |
| 11.11.6  | Add the following as clause 11.11.6<br>The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.                                                                                                                                                                                                                                                     |
| 11.12    | Add the following as clause 11.12<br>Where security as a variable construction guarantee of ten percent (10%) of the contract sum (excluding VAT) has been selected:                                                                                                                                                                                                                                                                        |
| 11.12.1  | Add the following as clause 11.12.1<br>The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to ten per cent (10%) of the contract sum (excluding VAT) within fifteen (15) working days after issuance of the letter of acceptance. Failure to submit an acceptable variable construction guarantee within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> . |
| 11.12.2  | Add the following as clause 11.12.2<br>The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender.                                                                                                                                                                                                                                               |

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|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11.12.3 | Add the following as clause 11.12.3<br>The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring.                                                                                                                                                                                              |
| 11.12.4 | Add the following as clause 11.12.4<br>Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall issue a written demand in terms of the variable construction guarantee.                                                                                                                                                  |
| 11.13   | Add the following as clause 11.13<br>Where security is a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:                                                                                        |
| 11.13.1 | Add the following as clause 11.13.1<br>The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).                                                                                                                                                                           |
| 11.13.2 | Add the following as clause 11.13.2<br>The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of the last certificate of practical completion.                                                                                                                                                                       |
| 11.13.3 | Add the following as clause 11.13.3<br>The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.                                                                                                                                                                                                 |
| 11.13.4 | Add the following as clause 11.13.4<br>The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.                                                                                                                                                                                           |
| 11.13.5 | Add the following as clause 11.13.5<br>Where the employer has a right of recovery against the contractor in terms of 27.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or from both.                                                                               |
| 11.14.1 | Add the following as clause 11.14.1<br>Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:                                                                                                   |
| 11.14.2 | Add the following as clause 11.14.2<br>The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within fifteen (15) working days from the contract commencement date. Failure to submit a cash deposit within fifteen (15) working days clause 11.4 will apply <i>mutatis mutandis</i> . |
| 11.14.3 | Add the following as clause 11.14.3<br>Within fifteen (15) working days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.                                                                                                                                                                        |
| 11.14.4 | Add the following as clause 11.14.4<br>The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.1 - 25.12.5.                                                                                                                                                                                           |
| 11.14.5 | Add the following as clause 11.14.5<br>Where the employer has a right of recovery against the contractor in terms of 27, the employer may recover from the payment reduction or cash deposit or from both.                                                                                                                                                             |

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| 11.15   | Add the following as clause 11.15<br>Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:                                                                                                                                                                                                                                                                             |
| 11.15.1 | Add the following as clause 11.15.1<br>The payment reduction of the value certified in a payment certificate shall be <i>mutatis mutandis</i> in terms of 25.12.6 to 25.12.10.                                                                                                                                                                                                                                                                                    |
| 11.15.2 | Add the following as clause 11.15.2<br>The employer shall be entitled to recover expense and loss from the cash deposit in terms of 27.0 provided that the employer notifies the Contractor in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.                                                                                                       |
| 11.16   | Add the following as clause 11.16<br>Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.                                                                                                                                                                                                                             |
| 11.17   | Add the following as clause 11.17<br>Should the contractor fail to furnish the security in terms of 11.2 the employer, in his sole discretion, and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT).                                                                                  |
| 12.1.1  | No Clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 12.1.5  | Replace clause with the following:<br>Give possession of the site to the contractor within ten (10) working days after approval of the Health and Safety Plan or the issue of a construction permit by the Department of Labour, if applicable, after the contractor complied with the terms of 12.2.22.                                                                                                                                                          |
| 12.1.6  | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 12.1.8  | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 12.2.2  | Replace clause with the following:<br>The priced Bills must be submitted to the Employer within fourteen (14) calendar days from date of request. Where the <b>priced document</b> contains errors or discrepancies and/or prices considered by the employer or <b>principal agent</b> to be imbalanced or unreasonable the employer or <b>principal agent</b> and the <b>contractor</b> shall adjust such prices without any change to the <b>contract sum</b> . |
| 12.2.5  | Replace clause with the following:<br>Effect and keep in force insurances in favour of the employer as beneficiary where the contractor is responsible for providing insurances [10.0] [CD].                                                                                                                                                                                                                                                                      |
| 12.2.13 | Replace clause with the following:<br>Designate a competent person full time on site to continuously administer and control the works on site and to receive and implement notices and contract instructions on behalf of the contractor.                                                                                                                                                                                                                         |
| 12.2.22 | Insert the following clause as 12.2.22:<br>Within fourteen (14) working days of the date of the letter of acceptance submit to the principal agent an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993).                                                                                                                                                                                   |

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| 12.2.23 | Insert the following clause as 12.2.23:<br>The contractor shall within reasonable time inform the agents regarding inspection of the works before covering / closing [B 12.0].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 14.1.4  | Refer to clause 6.7 [CD].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 14.1.5  | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 14.4.1  | Replace "principal agent" with "employer" [6.7 [CD]].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 14.6    | Refer to clause 6.7 [CD].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 15.0    | See clause 6.7 above for clauses, 15.5.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 15.1.2  | Replace clause with the following:<br>The principal agent shall call for tenders from a list of tenderers agreed between the contractor and the employer.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 15.1.4  | Refer to clause 6.7 [CD].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 15.1.5  | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| 15.4.1  | Replace "principal agent" with "employer" [6.7 [CD]].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 17.4    | Replace clause with the following:<br>The contractor shall comply with and duly execute all contract instructions except any contract instruction for additional work issued after the date of practical completion other than making good physical loss and repairing damage to the works in terms of 8.0 and 21.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 17.6    | Add the following as clause 17.6:<br>Minutes of meetings shall not constitute a site instruction unless reduced to a written contract instruction issued by the principal agent in terms of this contract / agreement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 19.5    | Replace clause with the following:<br>On issue of the only or last certificate of practical completion the employer shall be entitled to possession of the works and the site. On issue of the certificate of practical completion for a section, the employer shall be entitled to possession of such section.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 19.8    | Add the following as: 19.8<br><br><b>WORKS COMPLETION</b><br>(1) Within seven (7) calendar days of the date of practical completion the principal agent shall issue to the contractor a works completion list defining the outstanding work and defects apparent at the date of practical completion to be completed or rectified to achieve works completion.<br><br>(2) Where, in the opinion of the contractor, the works completion list has been completed the contractor shall notify the principal agent who shall inspect within seven (7) calendar days of receipt of such a notice. Where, in the opinion of the principal agent, the Works Completion list:<br><br>(2)(a) Has been satisfactorily completed, the principal agent shall forthwith issue a certificate of Works Completion to the contractor with a copy to the employer |

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|---------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>19.8<br/>Continued</p> | <p>(2)(b) Has not been satisfactorily completed, the principal agent shall forthwith identify the works completion list items that are not yet complete and inform the contractor thereof. The contractor shall repeat the procedure in terms of 19.8(2)</p> <p>(3) Should the principal agent not issue a works completion list, in terms of 19.8 (1) or 19.8 (2) (b), within seven (7) calendar days from the end of the inspection period, the contractor shall notify the employer and principal agent. Should the principal agent not issue such Works Completion list within seven (7) calendar days of receipt of such notice, the employer may within seven (7) calendar days issue to the contractor a Works Completion list. Should the employer:</p> <p>(3)(a) Not issue such works completion list within seven (7) calendar days, then the certificate of Works Completion shall be deemed to have been issued on the date of expiry of the initial notice period and works completion shall be deemed to have been achieved on such date</p> <p>(3b) Issue a works completion list and the work on Works Completion list not have been completed or where further defects have become apparent, the employer shall forthwith identify such items on the updated works completion list and notify the contractor. The contractor shall repeat the procedure in terms of 19.8(2) (b) until such items have been completed to the satisfaction of the employer</p> <p>(4) Should the works completion list not be completed to the satisfaction of the employer within a period of twenty (20) working days of the issue final works completion list the contractor shall be liable to a daily penalty as described in B13.</p> <p>(5) The defects liability period in terms of 21.1 shall commence with the issue or deemed issue of the certificate of Works Completion in terms of 19.8(2)(a) or 19.8(3).</p> |
| <p>20.2.1.A</p>           | <p>Add the following as: 20.2.1.A<br/>A certificate of Works Completion [19.8]</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p>21.1</p>               | <p>Replace clause 21.1 with the following:<br/>The defects liability period for the works shall commence on the calendar day following the date of works completion and end at midnight (00:00) ninety (90) calendar days from the date of works completion [CD] or when work on the list for completion has been satisfactorily attended to [21.6), whichever is the later (if we use works completion).</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <p>21.6</p>               | <p>Replace clause 21.6 with the following:<br/>On the expiry of the ninety (90) calendar days defects liability period [21.1] for items not indicated as items with an extended liability as indicated in B14 and on receipt of the contractor's notice to the principal agent.</p> <p>And/or</p> <p>On the expiry of the defects liability period as indicated in B14, for items indicated in B14 and on receipt of the contractor's notice to the principal agent, the principal agent shall:</p> <p>(1) inspect the works And within ten (10) working days either issue a list for final completion detailing all outstanding work or defects that must be attended to, or rectified to achieve final completion or</p> <p>(2) issue the certificate of final completion to the contractor with a copy to the employer for that part of the works where defects liability period has expired.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <p>21.6.1.</p>            | <p>Omit clause.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |



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| 21.6.2  | Omit clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 21.13   | Add the following as clause 21.13<br>The ninety (90) calendar day defects liability period for the works [21.1] is replaced with an extended defects liability period of three hundred and sixty-five (365) calendar days in respect of the listed applicable elements in B14.                                                                                                                                                                                                                                                           |
| 21.14   | Add the following as clause 21.14<br>Penalties will be applied if the items on the completion list have not been attended to within a period of ninety (90) calendar days [21.1]. If additional defect items have being added to the list during this period, then the Principal Agent and Contractor will agree on a revised completion date. Failing in achieving the revised date will result in penalties being applied [B12.0].                                                                                                     |
| 22.3.2  | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 23.1    | Refer to clause 6.7 [CD].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 23.2    | Refer to clause 6.7 [CD].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 23.2.13 | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 23.3    | Replace 23.3 with the following:<br>Further circumstances that delays practical completion due to any other cause beyond the contractor's reasonable control that could not have reasonably been anticipated and provided for which the contractor may be entitled to a revision of the date for practical completion, with or without an adjustment of the contract value as determined by the Employer [6.7 CD].                                                                                                                       |
| 23.7    | Refer to clause 6.7 [CD].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 23.8    | Refer to clause 6.7 [CD].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 24.1    | Replace clause 24.1 with the following:<br>Where the <b>contractor</b> fails to bring the <b>works</b> , or a <b>section</b> thereof, to <b>practical-, works-, or final- completion</b> by the applicable completion date [B10 CD], or the revised applicable completion date, the <b>contractor</b> shall be liable to the <b>employer</b> for the <b>penalty</b> [B10 CD].                                                                                                                                                            |
| 24.2    | Replace clause 24.2 with the following:<br>Where the <b>employer</b> elects to levy such <b>penalty</b> the <b>employer</b> , or the <b>principal agent</b> on instruction from the <b>employer</b> , shall give <b>notice</b> thereof to the <b>contractor</b> . The <b>principal agent</b> shall determine the <b>penalty</b> due from the later of the date for <b>practical- works-, or final- completion</b> [B10 CD], or the revised date for <b>practical- works-, or final- completion</b> , up to and including the earlier of: |
| 24.2.1  | Replace clause 24.2.1 with the following:<br>The actual or deemed date of <b>practical-, works- or final- completion</b> of the <b>works</b> , or a <b>section</b> thereof [23.7.1].                                                                                                                                                                                                                                                                                                                                                     |
| 25.2    | Replace clause 25.2 with the following:<br>The principal agent shall issue at regular agreed intervals [CD] payment certificates, to the contractor with a copy to the employer, up to and including practical completion. Interim Payment certificates may be issued to the contractor between practical completion and the final payment certificate. A payment certificate may be for a nil or negative amount.                                                                                                                       |

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| 25.3   | <p>Add the following to clause 25.3:</p> <p>25.3.12 Monthly Local content report.</p> <p>25.3.13 EPWP / NYS payment register, labour reports and certified ID document of EPWP/ NYS beneficiaries, Contract between Contractor and EPWP/ NYS beneficiaries, attendance register (if applicable).</p> <p>25.3.14 Tax Invoice.</p> <p>25.3.15 Labour intensive report.</p> <p>25.3.16 Contract participation goal and cidb BUILD programme reports.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 25.5   | No Clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 25.6   | <p>Replace clause 25.6 with the following:</p> <p>Materials and goods will only be certified and paid for upon providing proof of full payment to the supplier and proof of transfer of ownership from the supplier to the contractor by the contractor. Once paid, material and goods shall become the property of the employer and shall not be removed from site without the written authority of the Employer.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 25.7.5 | No Clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 25.10  | <p>Replace clause 25.10 with the following:</p> <p>The employer shall pay the contractor the amount stipulated in an issued payment certificate, correct in all material respects, within thirty (30) calendar days from the date of receiving the payment certificate and invoice including all other substantiating documentation for items certified in the payment certificate.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 25.12  | <p>Replace clauses 25.12 to 25.12.3 with the following:</p> <p>The value certified shall be subject to the following percentage adjustments :</p> <p>(Clauses 25.12.1 to 25.12.5 shall be applicable to a contract sum up to R1 million. In the event of a contract sum more than R1 million for Options D &amp; E (C 1.0 Securities [11.0]) Clauses 25.12.1 to 25.12.5 shall be applicable)</p> <p>25.12.1 Where a <b>security</b> is selected in terms of C 1.0 Securities [11.0] the value of the <b>works</b> in terms of 25.1 and of the <b>materials and goods</b> in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.2 Ninety-five per cent (95%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>25.12.3 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>works completion</b> and up to but excluding the date of <b>final completion</b>.</p> <p>25.12.4 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.</p> <p>25.12.5 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p> |



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| 25.12<br>Continued | <p>(Clauses 25.12.6 to 25.12.10 shall be applicable to a contract sum more than R1 million for Option C (C 1.0 Securities [11.0]))</p> <p>25.12.6 Where security is a payment reduction in term of Option C, the value of the <b>works</b> in terms of 25.1 and <b>materials and goods</b> in terms of 25.4 shall be certified in full. The value certified shall be subject to the following percentage adjustments:</p> <p>25.12.7 Ninety per cent (90%) of such value in interim <b>payment certificates</b> issued up to the date of <b>practical completion</b>.</p> <p>25.12.8 Ninety-seven per cent (97%) of such value in interim <b>payment certificates</b> issued on the date of <b>practical completion</b> and up to but excluding the date of <b>final completion</b>.</p> <p>25.12.9 Ninety-nine per cent (99%) of such value in interim <b>payment certificates</b> issued on the date of <b>final completion</b> and up to but excluding the final <b>payment certificate</b> in terms of 26.</p> <p>25.12.10 One hundred per cent (100%) of such value in the final <b>payment certificate</b> in terms of 26 except where the amount certified is in favour of the <b>employer</b>. In such an event the payment reduction shall remain at the adjustment level applicable to the final <b>payment certificate</b>.</p> |
| 26.1               | Refer to clause 6.7 [CD].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 26.4.3             | Omit clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 26.7               | Refer to clause 6.7 [CD].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 26.10              | Replace 26.10 with the following:<br>The <b>principal agent</b> shall prepare the final account in consultation with the employer and issue the <b>final account</b> , to the <b>contractor</b> within sixty (60) <b>working days</b> of the date of <b>practical completion</b> .                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 26.12              | Refer to clause 6.7 [CD].                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 27.1.2             | Replace 27.1.2 with the following:<br>Interest due to late payment only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 27.1.4             | Replace 27.1.4 with the following:<br>Interest due to late payment only.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 27.1.5             | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 27.5               | Add the following as clause 27.5:<br>Where the employer decides to recover an amount due in terms of 27.2 from a construction guarantee, cash deposit or retention money held as security, the employer shall issue a written demand to the contractor before recovering the amount. Should such amount not be paid to the employer within fourteen (14) calendar days of the date-of notice by the employer, the employer may recover such an amount from the security.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

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| 27.6    | Add the following as clause 27.6:<br>Where a provisional sequestration or provisional liquidation order has been granted or where an order has been granted which commences sequestration, liquidation, bankruptcy, receivership, winding-up or any similar effect, against the contractor or this agreement is cancelled in terms of 29, the employer may issue a demand to the guarantor in terms of the construction guarantee or advance payment guarantee held as security.                       |
| 28.0    | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 28.1    | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 28.1.1  | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 28.1.2  | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 28.1.3  | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 28.1.4  | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 28.1.5  | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 28.2    | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 28.3    | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 28.4    | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 29.1.4  | Add the following as clause 29.1.4:<br>The <b>contractor's</b> estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.                                                                                                                                                                                                                                                                                                   |
| 29.1.5  | Add the following as clause 29.1.5:<br>The <b>contractor</b> has engaged in corrupt or fraudulent practices in competing for or in executing the contract.                                                                                                                                                                                                                                                                                                                                             |
| 29.1.6  | Add the following as clause 29.1.6:<br>Honour his obligations in terms of clauses 10.1.5.1.3, 11.4.1 and 12.2. sub-clauses 5, 6, 8, 9, 10, 11, 12, 13, 15, 16, 19, 20, 22.                                                                                                                                                                                                                                                                                                                             |
| 29.7    | Replace clause 29.7 with the following:<br>The employer, on notice to the contractor, may recover damages from the contractor from the date of termination including, but not limited to, additional costs incurred in the completion, consultant cost, rental of alternative accommodation, invitation of completion tenders, salaries of officials and safeguarding the site, of the remaining work [25.3.7; 27.1.3].                                                                                |
| 29.9    | Replace clause 29.9 with the following:<br>The <b>employer</b> has the right of recovery against the <b>contractor</b> , where applicable, [CD] from:<br><br>The guarantee for construction (variable) until the final payment has been made;<br><b>or</b><br>The guarantee for construction (fixed) until the date of practical completion;<br><b>or</b><br>The payment reduction until the final payment is made;<br><b>or</b><br>The cash deposit made as security until the final payment is made. |
| 29.14.1 | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 29.14.3 | No clause.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |

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| 29.14.4        | No clause.                                                                                                                                                                                                                                                                                                    |
| 29.14.5        | No clause.                                                                                                                                                                                                                                                                                                    |
| 29.14.6        | No clause.                                                                                                                                                                                                                                                                                                    |
| 29.14.7        | No clause.                                                                                                                                                                                                                                                                                                    |
| 29.15          | No clause.                                                                                                                                                                                                                                                                                                    |
| 29.16          | No clause.                                                                                                                                                                                                                                                                                                    |
| 29.17.3        | No clause.                                                                                                                                                                                                                                                                                                    |
| 29.17.6        | No clause.                                                                                                                                                                                                                                                                                                    |
| 29.21.5        | No clause.                                                                                                                                                                                                                                                                                                    |
| 29.22          | No clause.                                                                                                                                                                                                                                                                                                    |
| 29.23          | No clause.                                                                                                                                                                                                                                                                                                    |
| 29.25.3        | No clause.                                                                                                                                                                                                                                                                                                    |
| 29.25.4        | No clause.                                                                                                                                                                                                                                                                                                    |
| 29.27          | No clause.                                                                                                                                                                                                                                                                                                    |
| 30.2           | Replace clause 30.2 with the following:<br>Where such disagreement is not resolved within ten (10) working days of receipt of such notice it shall be deemed to be a dispute and shall be submitted to Mediation as a first method of dispute resolution failing which the parties will resort to Litigation. |
| 30.3 to 30.7.7 | No clauses.                                                                                                                                                                                                                                                                                                   |
| 30.8           | Replace clause 30.8 with the following:<br>The parties may, by agreement and at any time before Litigation, refer a dispute to mediation, in which event:                                                                                                                                                     |
| 30.8.1         | No clause.                                                                                                                                                                                                                                                                                                    |
| 30.8.2         | Replace clause 30.8.2 with the following:<br>The appointment of a mediator, the procedure, and the status of the outcome shall be agreed between the parties.                                                                                                                                                 |
| 30.8.3         | Replace clause 30.8.3 with the following:<br>Regardless of the outcome of a mediation the parties shall bear their own costs concerning the Mediation and equally share the costs of the mediator and related expenses.                                                                                       |
| 30.9           | Replace clause 30.9 with the following:<br>Institution of Litigation shall be commenced and process served within three (3) year from the date of existence of the dispute, failing which the dispute shall lapse.                                                                                            |
| 30.10          | No clause.                                                                                                                                                                                                                                                                                                    |
| 30.12          | No clause.                                                                                                                                                                                                                                                                                                    |

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## B 19.0 CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME

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

|     |                                                                                                                                                                                                                                                                                                                                                                                                                                       |               |
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| (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.  | <b>Select</b> |
| (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. | <b>Select</b> |
| (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.   | <b>Select</b> |
| (d) | <b>cidb BUILD Programme:</b> 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.                                | <b>Select</b> |
| (e) | <b>cidb BUILD Programme:</b> Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 48491 of 28 April 2023. and the cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.                                                              | <b>Select</b> |
| (f) | DPWI National Youth Service training and development programme (NYS) – Condition of Contract.                                                                                                                                                                                                                                                                                                                                         | <b>Select</b> |
| (g) | Labour Intensive Works – Condition of Contract.                                                                                                                                                                                                                                                                                                                                                                                       | <b>Select</b> |
| (h) |                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Select</b> |
| (i) |                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Select</b> |

Tender / Quotation no: JHB 25/28

## PART 2: CONTRACT DATA COMPLETED BY THE TENDERER:

### C TENDERER'S SELECTIONS

#### C 1.0 Securities [11.0]

In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

In respect of contracts with a contract sum more than R1 million, the security to be provided by the contractor to the employer will be selected by the Contractor as indicated below:

Guarantee for construction: Select Option A, B, C, D or E

|          |                                                                                                                                                                                       |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | cash deposit of 10 % of the contract sum (excluding VAT)                                                                                                                              |
| Option B | variable construction guarantee of 10 % of the contract sum (excluding VAT) (DPW-10.3 EC)                                                                                             |
| Option C | payment reduction of 10% of the value certified in the payment certificate (excluding VAT)                                                                                            |
| Option D | cash deposit of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT)                                |
| Option E | fixed construction guarantee of 5% of the contract sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) (DPW-10.1 EC)] |

**NB: Insurances submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or Short-Term Insurance Act, 1998 (Act 53 of 1998)] or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.**

|                                                                                   |                |
|-----------------------------------------------------------------------------------|----------------|
| Guarantee for payment by employer [11.5.1; 11.10]                                 | Not applicable |
| Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3] | Not applicable |

Tender / Quotation no: JHB 25/28

## C 2.0 Payment of preliminaries [25.0]

### Contractor's selection

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply

### Payment methods

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio                                                                   |
| Option B | The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b> |

### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

## C 3.0 Adjustment of preliminaries [26.9.4]

### Contractor's selection

Select Option A or B

☐

Where the **contractor** does not select an option, Option A shall apply.

### Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries** per **section**.

|          |                                                                                                                                                                                                                                                                                                                                                                                 |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender                                                                                                                                           |
| Option B | A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b> |



Tender / Quotation no: JHB 25/28

### Adjustment methods

The amount of **preliminaries** shall be adjusted to take account of the effect which changes in time and/or value have on **preliminaries**. Such adjustment shall be based on the particulars provided by the **contractor** for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of **preliminaries** and shall apply notwithstanding the actual employment of resources by the **contractor** in the execution of the **works**.

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | <p>The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b>, apportioned to <b>sections</b> where completion in <b>sections</b> is required</p> <p>Fixed - An amount which shall not be varied.</p> <p>Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>. Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b>, contingency sum(s) and any provision for cost fluctuations.</p> <p>Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4].</p> |
| Option B | <p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]. The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> for the period of construction during which the delay occurred.</p>                                                                                                                                                                                                                                                                                                                                                                                                 |

### Failure to provide particulars within the period stated

|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Option A | <p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%)<br/>Value-related - Fifteen per cent (15%)<br/>Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p> |
| Option B | <p>Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply</p>                                                                                                                                                                                                                                                                                                                                                                                                                             |

### Lump sum contract

Where the amount of **preliminaries** is not provided it shall be taken as 7.5% (seven and a half per cent) of the **contract sum**, excluding contingency sum(s) and any provision for cost fluctuations.

## DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

|                               |                                                                                                                                                                                                                              |                      |  |
|-------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--|
| <b>Project title:</b>         | <b><i>PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS</i></b> |                      |  |
| <b>Tender / Quotation no:</b> | <i>JHB 25/28</i>                                                                                                                                                                                                             | <b>Reference no:</b> |  |
| <b>Closing date:</b>          | <i>22/01/2026</i>                                                                                                                                                                                                            |                      |  |

This is to certify that I, \_\_\_\_\_ representing

\_\_\_\_\_ in the capacity of

\_\_\_\_\_ visited the site on: **09/12/2025**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

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

|                                   |                  |             |
|-----------------------------------|------------------|-------------|
|                                   |                  |             |
| <b>Name of DPW Representative</b> | <b>Signature</b> | <b>Date</b> |

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

|                       |                                                                                                                                                                                                                       |                      |  |
|-----------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|--|
| <b>Project title:</b> | <b>PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS</b> |                      |  |
| <b>Tender no:</b>     | <b>JHB 25/28</b>                                                                                                                                                                                                      | <b>Reference no:</b> |  |

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

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

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

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

|  |  |  |
|--|--|--|
|  |  |  |
|--|--|--|



documents

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



## DECLARATION FOR SECURITY VETTING

|                    |                                                                                                                                                                                                                              |
|--------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project title      | <b><i>PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS</i></b> |
| Tender number      | JHB 25/28                                                                                                                                                                                                                    |
| Advert date        | 28/11/2025                                                                                                                                                                                                                   |
| Site briefing date | 09/12/2025                                                                                                                                                                                                                   |
| Closing date       | 22/01/2026                                                                                                                                                                                                                   |

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

### Hereby undertake to:

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

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

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

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



# public works

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

## UNDERTAKING FOR PUBLIC LIABILITY INSURANCE

|                    |                                                                                                                                                                                                                       |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project title      | <i>PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS</i> |
| Tender number      | JHB 25/28                                                                                                                                                                                                             |
| Advert date        | 28/11/2025                                                                                                                                                                                                            |
| Site briefing date | 09/12/2025                                                                                                                                                                                                            |
| Closing date       | 22/01/2026                                                                                                                                                                                                            |

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

Hereby undertake to:

- Be responsible for all the legal claims that may arise while on duty during the execution of the duties on site in the event that any injury or damage may occur.
- I hereby exonerate the Department from any third party liability that may arise.
- In the event of any legal process against the Department arising within the scope of my responsibility the former will notify the bidder in writing herein.

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

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

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

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



# public works

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

## UNDERTAKING FOR EPWP

|                    |                                                                                                                                                                                                                       |
|--------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Project title      | <i>PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS</i> |
| Tender number      | JHB 25/28                                                                                                                                                                                                             |
| Advert date        | 28/11/2025                                                                                                                                                                                                            |
| Site briefing date | 09/12/2025                                                                                                                                                                                                            |
| Closing date       | 22/01/2026                                                                                                                                                                                                            |

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

Hereby undertake to:

- Be responsible for all the legal claims that may arise while on duty during the execution of the duties on site in the event that any injury or damage may occur.
- I hereby exonerate the Department from any third party liability that may arise.
- In the event of any legal process against the Department arising within the scope of my responsibility the former will notify the bidder in writing herein.

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

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

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

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

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



**BID FOR THE**  
***PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE***  
***OF***  
***BLOCKED DRAINS AND SEWER LINES***  
***INCLUDING***  
***CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES***  
***WITHIN***  
***THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS***  
***IN***  
**GAUTENG PROVINCE**

OFFICE OF THE REGIONAL MANAGER  
DEPARTMENT OF PUBLIC WORKS  
PRIVATE BAG X3  
BRAAMFONTEIN  
2107

DATE: 28/11/2025



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***N.B IGNORE ALL OTHER PAGE NUMBERS NOT LISTED.***

**DEPARTMENT OF PUBLIC WORKS  
REGIONAL OFFICE JOHANNESBURG**

**TERM CONTRACT**

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

**PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE OF BLOCKED DRAINS AND SEWER LINES INCLUDING CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES WITHIN THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS**

**AND WILL COVER ALL OR SOME OF THE FOLLOWING REQUIREMENTS:**

- Day to day repairs(maintenance)
- Services required on monthly, quarterly, bi-annual or annually as is stipulated in the tender document.
- Replacing of items directly linked to this specific tender as is requested.

**Rates**

- The rates in the price segment include a year 1 and Year 2 this is applicable to the term of 24months.
- The duration of this term contract is divided into 12 months which would not necessary calculate from January to December.
- This means that a term contract awarded on the 21/05/2018 the rates applicable to year one will be from the 21/05/2018 to 20/05/2019 and year two rates applicable from 21/05/2019 to 20/05/2020.**(This is an example only)**

**Special Conditions of Contract (SCC)**

- The SCC must be carefully read and complied with in all aspects.
- All procedures must be adhered to.
- The segregation of responsibilities and duties between the NDPW and the successful Bidder is clearly indicated and must be adhered to.
- The accountability by the successful bidder in terms of his responsibilities must be understood and adhered to at all time.
- The understanding of the SCC is crucial to the success or failure of this BID
- The SCC will not be compromised during any stage of this Term Contract
- Should any clause or sentence not be understood please enquire with the Chief Works Manager or the responsible works manager dealing with this contract for clarity.

End of explanation of a term contract.

## **SPECIAL CONDITIONS OF CONTRACT**

### **1. VALUE-ADDED TAX**

All prices, rates, tariffs etc. in this tender document shall exclude Value-Added Tax (VAT).

### **2. PRICES**

All prices for items in this document shall include for additional costs, if any, that may occur as a result of these of Contract as well as for the supply of all scaffolding and normal plant and everything necessary for the proper execution of the work.

### **3. THE BID**

The pages of this BID are numbered consecutively. The BIDDER shall, before submitting his BID, 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 BID contains any obvious errors, the BIDDER shall obtain a directive in writing from the Department.

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

### **4. DOCUMENTS**

Should there be any contradiction between these Special Conditions of Contract and the General Conditions of Contract: PA-10, the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final if applicable.

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

- a) The General Conditions of Contract: PA-10 (GCC)
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- c) Municipal by-laws and any special requirements of the Local Authority pertaining to this particular contract.
- d) The Special Conditions of Contract (SCC)

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

The above mentioned documents are available from the office of the Regional Manager, 78 De Korte street Mineralia, Braamfontein 2107 for information.

### **5. PROVISIONAL QUANTITIES**

All quantities in this BID document are provisional and inserted in order to obtain competitive tenders/bids. The Department reserves the right to increase or decrease quantities and include or exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

### **6. RATES**

Each item to be serviced as listed in this tender document must be priced. "No cost", "R0.00", "Free", "N/A" or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the BID. The Department reserves the right to make such adjustments to individual tariffs in these schedules as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.

**6.1 THIS IS NOT A LUMP SUM CONTRACT.**

Meaning that the value/ form of offer is not the true/real value of this tender it could increase or decrease depending on the faults reported, this is day to day maintenance and unpredictable.

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

**THIS BID SHALL BE VALID FOR A PERIOD OF TWENTY FOUR (24) MONTHS THE CONTRACT IS SUBJECTED TO EXIT CLAUSE /TERMINATION CLAUSE**

**Note:-**

The contract tariffs shall remain fixed for TWENTY FOUR (24) calendar months including escalation, and no further adjustments will be allowed except that for an increase in VAT will apply.

Any extension of this contract will only be approved if required by the Regional Bid Adjudication Committee.

**8. 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 1966, (Act no 30 of 1966) and any amendments thereof.
- e) Comply with all by-laws and requirements of the Local Authority.
- f) Carry out services during normal working hours unless required to work after hours or week ends.

**9. ACCESS CARDS TO SECURITY AREAS**

Should the work fall within a security area, the Contractor shall obtain from the S A National Defense Force, SAPS, Department of Justice, Department of Correctional Services 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 all the Departments Client Departments.

**10. SECURITY CHECK ON PERSONNEL**

The Department or the Chief of the S A National Defense Force, Correctional Services or the 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 Defense 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.

10.1 **DRESS CODE**

The following dress code must be adhered to at all times by all workers:

- Workers must have a COMPANY WORK SUIT with the company logo on it.
- Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- The dress code must adhere to the OHSA in terms of protection for all workers for this particular service.
- Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service.

11. **TRAINED STAFF**

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to ensure that the institution is attended to. The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

**Note:**

**A Statement of Experience gained and on what type of equipment shall be submitted with the tender.**

12. **MATERIAL OF EQUAL QUALITY (N/A)**

13. **REDUNDANT MATERIAL, RUBBISH AND WASTE / WHERE APPLICABLE**

All redundant material and parts shall remain the property of the Government and shall be left on site and stored in a room designated therefore by the Caretaker or person in charge of the plant or building against the job card as a receipt. A copy of the job card shall be left with the Caretaker or person in charge for audit purposes. The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 45 days.

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

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

All rubbish and waste shall be removed from the site by the Contractor, and the plant / rooms shall be kept in a clean and neat condition. (DOES NOT APPLY FOR THIS BID)

14. **ASSOCIATED ELECTRICAL WORK (N/A)**

**Note:**

**All such work shall be carried out by, or under the supervision of a qualified person, and comply with the Occupational Health and Safety Act (Act No 85 of 1993)**

15. **SCOPE OF CONTRACT**

The Bid for Plumbing repairs and High Pressure cleaning in the GAUTENG PROVINCE JOHANNESBURG REGIONAL OFFICE JURISDICTION, in properties, namely all official buildings and structures falling under the control of the Department or other departments hereafter referred to as "Client" Departments, for a period of 24 (twenty- four) months, subjected to a exit clause/termination clause

The Contractor shall submit to **Head of the Sub Directorate Technical Maintenance** a **program with fixed calendar dates when and where these services for the High Pressure will commence** within 7 days after the contract has been awarded, to enable the **Head of the Sub Directorate Technical Maintenance** to arrange for inspections.

Any deviations from this program shall be brought to the attention of the **Head of the Sub Directorate Technical Maintenance** by facsimile at least 7 days prior to the due servicing dates.

The Contractor shall supply, at his own cost, all consumable materials. **No claims for consumables shall be accepted.**

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

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

#### 16. **PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ANNEXURE A)**

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each service submit the service sheet, completed job card and invoice must be handed in to the Registry section at DPW Johannesburg

**The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.**

The service schedule shall be countersigned by the officer in charge (**Head of Facilities**) of the building in which the equipment is situated and he shall endorse the schedule to the effect that the service was completed satisfactorily.

#### 17. **OFFICIAL ORDER FOR REPAIRS**

- a) An official order for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to Contractors by officials of this Department (DPW/ JHB) who are the appointed persons responsible to issue the instruction. 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.

**Any instruction given by the Client and attended to by the contractor will not be honored by DPW but by the Client Department.**

- c) No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.
- e) Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment and incorrect calculations.

#### 17.1 **SERVICE PROCEDURE AND OTHER (Applicable to service contracts)**

Servicing shall be carried out strictly as stated on the service schedules and will follow this procedure;

1. All services are logged by the CWM at DPW with the call centre.
2. The printout received from the call centre will be faxed to service provider or what ever suitable arrangement has agreed upon by the two parties to ensure prompt service delivery
3. On receiving the call centre printout a quotation must be submitted and priced as per tender document attached with the call centre printout.
4. Without this call centre printout no services can be executed.
5. The call centre printout must be produced to the Client Department so that suitable arrangements can be made to deliver this service.
6. After the service has been satisfactorily completed a job card must be completed and signed by the responsible person (CLIENT Department) on site and stamped if a stamp is available.
7. The contractor must ensure that all writing on this job card is legible and that contact details are current
8. On receiving the order number the Contractor shall submit a completed job card and invoice in line with the quotation with all the relevant details including the call centre call out number, this must be handed in to Registry section on the 7<sup>th</sup> floor at DPW Braamfontein Johannesburg

**The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.**

## **18. EXECUTION OF REPAIRS**

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

No work may be carried out without prior instruction from the Head of the Technical Maintenance.

The Contractor shall respond to all normal breakdown calls within 8 (eight) hours of receipt of the call, AND 24 (TWENTY FOUR) NORMAL WORKING HOURS INCLUSIVE OF THE 8 HOUR RESPONSE TIME TO COMPLETE THE REPAIR. Should this not be possible it is the responsibility of the Contractor to obtain an extension of time. The written request shall clearly state all the reasons for the extension request. Permission for extension shall be in writing.

**For emergency services the response time shall be within 2 (two) hours from the receipt of the call night or day.** Only breakdowns which affect public health could cause an environmental disaster, or the operation and safety of sensitive equipment, shall be treated as emergency repairs.

In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.

## **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 thereof shall be for the Contractor's own cost.

**Job cards shall be completed in triplicate (1 for the Client, 1 for DPW, and 1 for the Contractor) legibly in ink after completion of each repair and all unused lines shall be ruled through. The job card must be submitted with the invoice, the contractor shall submit a copy of the fully completed job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his invoice.**

## **20. ACCOUNTS FOR SERVICING AND REPAIRS**

Accounts for servicing shall be accompanied by a Service Schedule.  
Accounts 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.

**Note:**

**Any over-payments discovered at a later stage shall be rectified and the Department shall recover the overpayment.**

The appointed bidder shall structure his quote and invoice to include the item numbers as per the tender Document Annexure A and B

## **21. CONTRACTORS QUOTATIONS, ORDER NUMBERS AND INVOICES**

- Prices must be clear with no corrections, no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- The Contractor shall submit a detailed invoice to the DPWI, within thirty(30)calender days following the completion of the work or the delivery of services. The invoice must include all necessary documentation , including but not limited to. Itemized costs, proof of completion and any other required supporting documents.
- Failure to submit an invoice within the aforementioned period shall result in a forfeiture of the right to/receive payment for the completed work or services. The DPWI shall have no obligation to make any payments for work completed or services rendered if the invoice is not submitted within the specified 30-day period.
- All invoices submitted by the contractor/service provider must include the system generated call ID as DPWI reference, together with the order number.

### **21.1 PAYMENT TO CONTRACTORS**

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be **made within 30 days electronically into the contractors banking account after receipt thereof.**

### **21.2 PROFIT ON MATERIAL (NON SHEDULE ITEMS)**

Percentage mark-up is allowed on non-scheduled material, equipment and requirements only and not on labour, transport and sub-contractor's services. The percentage mark-up shall then be calculated on the price excluding VAT.

## **22 TRANSPORT COST**

**Transport cost will include the cost of wages and overheads for personnel during transport to the site and running cost of the vehicle.**

- a.) Transport cost will be calculated from The **Johannesburg Regional Office as per the attached map zone 1 to 4**. 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 in the same areas be allowed.
- b.) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the scheduled services, therefore no claims for delivery cost or transport cost to collect material or equipment for scheduled repairs shall be accepted.

## **23 REQUEST FOR SUPPLIERS INVOICE FOR NON SCHEDULE ITEMS (NSI)**

Request for a **SUPPLIERS INVOICE** for NSI will be requested by the Works Managers and must be adhered to at all times, if and when this is requested.



The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the DPW;

- Must be on a Company Letter Head
- Prices must be clear with no corrections , no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- The supplier's address and contact details must be clear and current (contactable)
- The items listed on the supplier's invoice must be related to the service in question
- Failure to comply with the above will result in non-payment or a delay to this particular payment

24.

#### **CANCELLATION OF SERVICING TO INSTALLATIONS**

The Department reserves the right to cancel this contract partly, meaning that certain installations might be withdrawn from this contract at any stage during the validity of this contract or any new installation may be added. The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days notice in this regard will be issued to the contractor.

25.

#### **INVENTORY REQUIREMENT (If applicable)**

A complete inventory must be completed of all installations and equipment relating to this service on all the properties which is affected by this service contract.

The inventory will be discussed in greater detail at the **Service Level Agreement Meeting** which will be held with the successful service provider. (This may include a confidentiality clause which Bidders will have to abide by contractually)

This inventory is compulsory and must be submitted in a **hard copy and electronic format** after the first service has been completed

26.

#### **APPROXIMATE MEASUREMENTS (NOT APPLICABLE TO THIS BID)**

##### **VERY IMPORTANT NOTICE:**

**All sizes supplied are APPROXIMATE the successful Bidder will be required to submit a complete accurate measurement of all the institutions with his/her job card.**

**Any alterations or variations to the measurements submitted and the measurements supplied will be dealt with the by the area per square meter supplied with in this document on the first service.**

**The new measurement will be dealt with as a service for that institution for all other future services and will not change. (Unless buildings has been added or omitted)**

27.

#### **THIS IS NOT A LUMP SUM CONTRACT**

28.

**Services will be considered and attended to as per notification on state owned residential accommodation married or single quarters.**

29.

#### **DRAWING UP OF A SERVICE LEVEL AGREEMENT (SLA)**

**The successful bidder will be subjected to the drawing up of a service level agreement between the client department DPW and the bidder as per the attached document on page 10**

30.

#### **CALL CENTRE**

**The DPW has a call centre in place which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contract in respect of the time frames to react to the required service delivery. The successful bidder shall comply with these time frames and report close calls (services completed) on a weekly basis by the THURSDAY OF EACH WEEK BY 14:00**

**31. IMPORTANT NOTICE**

**EXIT CLAUSE**

**NOTE: SHOULD THE APPOINTED CONTRACTOR NOT PERFORM OR DEFAULTS ON SERVICE DELIVERY IN TERMS OF HIS CONTRACT CONDITIONS THE DEPARTMENT RESERVES THE RIGHT TO CANCEL THE CONTRACT AND RECOVER THE DIFFERENCE IN PRICE BETWEEN THE CONTRACTORS IN DEFAULT AND THE NEXT CONTRACTOR RECOMMENDED TO CONTINUE WITH THE CONTRACT, WHERE APPLICABLE.**

**END OF THE SPECIAL CONDITIONS OF CONTRACT**

# **ANNEXURE A: SERVICE SCHEDULE; HIGH PRESSURE CLEANING**

**PRICES FOR SERVICING SHALL INCLUDE ALL SABS APPROVED CHEMICALS AND EQUIPMENT REQUIRED TO EFFECTIVELY COMPLETE THE SERVICES**

**QUARTERLY SERVICES FOR ALL THE MILITARY BASES, PRISONS AND LISTED COURTS WITH IN THE JURISDICTION OF THE JOHANNESBURG REGIONAL OFFICE**  
**ALL OTHER REQUEST WILL BE DEALT WITH AS IS REQUIRED**

**Note: - 1** The description of the service required entails the following:

2. Prices for servicing include, labour, consumables, minor and incidental repairs and all other overheads.
3. Prices are to be totaled and carried over to the summary page.

## **Description of property**

### **4. MILITARY BASES, PRISONS AND LISTED COURTS AND SAPS, AND OTHER OFFICIAL BUILDINGS UNDER DPW LISTED AS CLIENTS**

| Item No | Description<br>Servicing<br><br>To clear out main sewer and storm water lines at the following Military Basis a maximum of 2 days | Qty days | Year 1                           |      | Amount<br>A | Year 2                           |      | Amount<br>B | Total amount<br>A + B |
|---------|-----------------------------------------------------------------------------------------------------------------------------------|----------|----------------------------------|------|-------------|----------------------------------|------|-------------|-----------------------|
|         |                                                                                                                                   |          | Unit price for quarterly service |      |             | Unit price for quarterly service |      |             |                       |
| 1       | REGIMENT EAST RAND                                                                                                                | 2        | x R                              | x 4= | R           | x R                              | x 4= | R           | R                     |
| 2       | BRAKPAN COMMANDO                                                                                                                  | 2        | x R                              | x 4= | R           | x R                              | x 4= | R           | R                     |
| 3       | ALPHA BASE                                                                                                                        | 2        | x R                              | x 4= | R           | x R                              | x 4= | R           | R                     |
| 4       | GROUP 18 DOORNKOP                                                                                                                 | 2        | x R                              | x 4= | R           | x R                              | x 4= | R           | R                     |
| 5       | DUNNOTTAR MILITARY BASE                                                                                                           | 2        | x R                              | x 4= | R           | x R                              | x 4= | R           | R                     |
| 6       | WITS RIFLES REGIMENT                                                                                                              | 2        | x R                              | x 4= | R           | x R                              | x 4= | R           | R                     |
| 7       | HEIDELBERG MILITARY BASE                                                                                                          | 2        | x R                              | x 4= | R           | x R                              | x 4= | R           | R                     |

| Item no | Description of service<br>To clear out main sewer and storm water lines a maximum of 2 days | Qty<br>days | YEAR 1<br>Unit price for quarterly service | Amount for A | YEAR 2<br>Unit price for quarterly service | Amount for B | Total amount<br>A + B |
|---------|---------------------------------------------------------------------------------------------|-------------|--------------------------------------------|--------------|--------------------------------------------|--------------|-----------------------|
| 8       | 46 BRIGADE KENSINGTON                                                                       | 2           | x R x 4=                                   | R            | x R x 4=                                   | R            | R                     |
| 9       | LENZ MILITARY BASE                                                                          | 2           | x R x 4=                                   | R            | x R x 4=                                   | R            | R                     |
| 10      | GROUP 16 MARIEVALE                                                                          | 2           | x R x 4=                                   | R            | x R x 4=                                   | R            | R                     |
| 11      | GERMISTON COMMANDO                                                                          | 2           | x R x 4=                                   | R            | x R x 4=                                   | R            | R                     |
| 12      | REGIMENT PRESIDENT KRUGER RANDFONTEIN                                                       | 2           | x R x 4=                                   | R            | x R x 4=                                   | R            | R                     |
| 13      | SANDTON COMMANDO                                                                            | 2           | x R x 4=                                   | R            | x R x 4=                                   | R            | R                     |
|         |                                                                                             |             |                                            |              |                                            | SUB TOTAL    | R                     |

**NB. THE MAXIMUM OF 2 DAYS FOR CLEANING MUST BE PRICED FOR ON THIS DOCUMENT**

**END OF MILITARY BASIS**

| Item No                                                                                                                                                                       | Description of service<br>To clear out main sewer and storm water lines a maximum of 2 days at the following PRISONS | Qty<br>days | YEAR 1                           |       | Amount for A | YEAR 2                           |       | Amount for B | Total amount<br>A + B |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------|-------------|----------------------------------|-------|--------------|----------------------------------|-------|--------------|-----------------------|
|                                                                                                                                                                               |                                                                                                                      |             | Unit price for quarterly service | x 4 = |              | Unit price for quarterly service | x 4 = |              |                       |
| 14                                                                                                                                                                            | BOKSBURG                                                                                                             | 2           | x R                              | x 4 = | R            | 2 x R                            | x 4 = | R            | R                     |
| 15                                                                                                                                                                            | DIEPKLOOF                                                                                                            | 2           | x R                              | x 4 = | R            | 2 x R                            | x 4 = | R            | R                     |
| 16                                                                                                                                                                            | KRUGERSDORP                                                                                                          | 2           | x R                              | x 4 = | R            | 2 x R                            | x 4 = | R            | R                     |
| 17                                                                                                                                                                            | LEEUEWKOP                                                                                                            | 2           | x R                              | x 4 = | R            | 2 x R                            | x 4 = | R            | R                     |
| 18                                                                                                                                                                            | VEREENIGING                                                                                                          | 2           | x R                              | x 4 = | R            | 2 x R                            | x 4 = | R            | R                     |
| 19                                                                                                                                                                            | NIGEL                                                                                                                | 2           | x R                              | x 4 = | R            | 2 x R                            | x 4 = | R            | R                     |
| 20                                                                                                                                                                            | HEIDELBERG                                                                                                           | 2           | x R                              | x 4 = | R            | 2 x R                            | x 4 = | R            | R                     |
| 21                                                                                                                                                                            | DEVON                                                                                                                | 2           | x R                              | x 4 = | R            | 2 x R                            | x 4 = | R            | R                     |
| 22                                                                                                                                                                            | MODDERBEE                                                                                                            | 2           | x R                              | x 4 = | R            | 2 x R                            | x 4 = | R            | R                     |
| SUB TOTAL                                                                                                                                                                     |                                                                                                                      |             |                                  |       |              |                                  |       |              | R                     |
| <p style="text-align: center;"><b>END OF PRISONS</b></p> <p style="text-align: center;"><b>NB. THE MAXIMUM OF 2 DAYS FOR CLEANING MUST BE PRICED FOR ON THIS DOCUMENT</b></p> |                                                                                                                      |             |                                  |       |              |                                  |       |              |                       |

| Item No | Description of service<br>To clear out main sewer and storm water lines a <b>maximum of 1day</b> at the following COURTS | Qty<br>days | YEAR 1                                                 |       | Amount for A | YEAR 2                                                      |       | Amount for B | Total amount<br>A + B |
|---------|--------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------------------|-------|--------------|-------------------------------------------------------------|-------|--------------|-----------------------|
|         |                                                                                                                          |             | price for quarterly service<br>EXAMPLE<br>1 X R100 X 4 | x R   |              | Unit price for quarterly service<br>EXAMPLE<br>1 X R100 X 4 | x 4 = |              |                       |
| 23      | SOUTH GAUTENG HIGH COURT                                                                                                 | 1           | x R                                                    | x 4 = | R            | 1x R                                                        | x 4 = | R            | R                     |
| 24      | WEST STREET/NTEMPIILISO                                                                                                  | 1           | x R                                                    | x 4 = | R            | 1x R                                                        | x 4 = | R            | R                     |
| 25      | TEMBISA                                                                                                                  | 1           | x R                                                    | x 4 = | R            | 1x R                                                        | x 4 = | R            | R                     |
| 26      | RANDBURG                                                                                                                 | 1           | x R                                                    | x 4 = | R            | 1x R                                                        | x 4 = | R            | R                     |
| 27      | ROODERPOORT                                                                                                              | 1           | x R                                                    | x 4 = | R            | 1x R                                                        | x 4 = | R            | R                     |
| 28      | CARLTON VILLE                                                                                                            | 1           | x R                                                    | x 4 = | R            | 1x R                                                        | x 4 = | R            | R                     |
| 29      | KRUGERSDORP                                                                                                              | 1           | x R                                                    | x 4 = | R            | 1x R                                                        | x 4 = | R            | R                     |
| 30      | JHB FAMILY COURT MARKET STREET                                                                                           | 1           | x R                                                    | x 4 = | R            | 1x R                                                        | x 4 = | R            | R                     |
| 31      | VANDEBIKLPARK                                                                                                            | 1           | x R                                                    | x 4 = | R            | 1x R                                                        | x 4 = | R            | R                     |
| 32      | SEBOKENG                                                                                                                 | 1           | x R                                                    | x 4 = | R            | 1x R                                                        | x 4 = | R            | R                     |
|         | NB. A MAXIMUM OF 1DAY FOR CLEANING MUST BE PRICED FOR ON THIS DOCUMENT                                                   |             |                                                        |       |              |                                                             |       | SUB TOTAL    |                       |

| Item No | Description of service<br>To clear out main sewer and storm water lines a <b>maximum of 1day</b> at the following<br>COURTS | Qty<br>days | YEAR 1<br>price for quarterly service<br>EXAMPLE<br>1 X R100 X 4 | Amount for<br>A | YEAR 2<br>Unit price for quarterly service<br>EXAMPLE<br>1 X R100 X 4 | Amount for<br>B | Total amount<br>A + B |
|---------|-----------------------------------------------------------------------------------------------------------------------------|-------------|------------------------------------------------------------------|-----------------|-----------------------------------------------------------------------|-----------------|-----------------------|
| 33      | KLIPTOWN                                                                                                                    | 1           | x R x 4 =                                                        | R               | 1x R x 4 =                                                            | R               | R                     |
| 34      | PROTEA                                                                                                                      | 1           | x R x 4 =                                                        | R               | 1x R x 4 =                                                            | R               | R                     |
| 35      | DAVEYTON                                                                                                                    | 1           | x R x 4 =                                                        | R               | 1x R x 4 =                                                            | R               | R                     |
| 36      | MEYERTON                                                                                                                    | 1           | x R x 4 =                                                        | R               | 1x R x 4 =                                                            | R               | R                     |
| 37      | VEREENIGING                                                                                                                 | 1           | x R x 4 =                                                        | R               | 1x R x 4 =                                                            | R               | R                     |
| 38      | ORLANDO                                                                                                                     | 1           | x R x 4 =                                                        | R               | 1x R x 4 =                                                            | R               | R                     |
| 39      | GERMISTON (PRESIDENT STR)                                                                                                   | 1           | x R x 4 =                                                        | R               | 1x R x 4 =                                                            | R               | R                     |
| 40      | GERMISTON (HARDACH STR)                                                                                                     | 1           | x R x 4 =                                                        | R               | 1x R x 4 =                                                            | R               | R                     |
| 41      | MEADOWLANDS                                                                                                                 | 1           | x R x 4 =                                                        | R               | 1x R x 4 =                                                            | R               | R                     |
| 42      | ALEXANDRA                                                                                                                   | 1           | x R x 4 =                                                        | R               | 1x R x 4 =                                                            | R               | R                     |
| 43      | NIGEL                                                                                                                       | 1           | x R x 4 =                                                        | R               | 1x R x 4 =                                                            | R               | R                     |
|         | NB. A MAXIMUM OF 1DAY FOR CLEANING MUST BE PRICED FOR ON THIS DOCUMENT                                                      |             |                                                                  |                 |                                                                       |                 | SUB TOTAL             |
|         |                                                                                                                             |             |                                                                  |                 |                                                                       |                 | R                     |

| Item No                                                                | Description of service<br><br>To clear out main sewer and storm water lines a maximum of 1day at the following COURTS | Qty<br><br>days | YEAR 1                                                      |       | Amount for<br>A | YEAR 2                                                      |       | Amount for<br>B | Total amount<br>A + B |
|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------|-----------------|-------------------------------------------------------------|-------|-----------------|-------------------------------------------------------------|-------|-----------------|-----------------------|
|                                                                        |                                                                                                                       |                 | Unit price for quarterly service<br>EXAMPLE<br>1 X R100 X 4 |       |                 | Unit price for quarterly service<br>EXAMPLE<br>1 X R100 X 4 |       |                 |                       |
| 44                                                                     | SPRINGS                                                                                                               | 1               | x R                                                         | x 4 = | R               | 1 x R                                                       | x 4 = | R               | R                     |
| 45                                                                     | BRAKPAN                                                                                                               | 1               | x R                                                         | x 4 = | R               | 1 x R                                                       | x 4 = | R               | R                     |
| 46                                                                     | BOKSBURG                                                                                                              | 1               | x R                                                         | x 4 = | R               | 1 x R                                                       | x 4 = | R               | R                     |
| 47                                                                     | BENONI                                                                                                                | 1               | x R                                                         | x 4 = | R               | 1 x R                                                       | x 4 = | R               | R                     |
| 48                                                                     | PALM RIDGE                                                                                                            | 1               | x R                                                         | x 4 = | R               | 1 x R                                                       | x 4 = | R               | R                     |
| 49                                                                     | HEIDELBERG                                                                                                            | 1               | x R                                                         | x 4 = | R               | 1 x R                                                       | x 4 = | R               | R                     |
| 50                                                                     | KEMPTON PARK                                                                                                          | 1               | x R                                                         | x 4 = | R               | 1 x R                                                       | x 4 = | R               | R                     |
| NB. A MAXIMUM OF 1DAY FOR CLEANING MUST BE PRICED FOR ON THIS DOCUMENT |                                                                                                                       |                 |                                                             |       |                 |                                                             |       |                 | R                     |
| END OF COURTS                                                          |                                                                                                                       |                 |                                                             |       |                 |                                                             |       |                 |                       |
| SUB TOTAL                                                              |                                                                                                                       |                 |                                                             |       |                 |                                                             |       |                 | R                     |



| Item No                                                                | Description of service<br>To clear out main sewer and storm water lines <b>a maximum of 1day</b> at the following SAPS | Qty days | YEAR 1<br>Unit price for quarterly service | Amount for A | YEAR 2                                     |   | Amount for B | Total amount<br>A + B |
|------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------|--------------|--------------------------------------------|---|--------------|-----------------------|
|                                                                        |                                                                                                                        |          |                                            |              | YEAR 2<br>Unit price for quarterly service |   |              |                       |
| 51                                                                     | KAGISO                                                                                                                 | 1        | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R | R            |                       |
| 52                                                                     | MOROKA                                                                                                                 | 1        | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R | R            |                       |
| 53                                                                     | WESTONARIA                                                                                                             | 1        | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R | R            |                       |
| 54                                                                     | HILLBROW                                                                                                               | 1        | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R | R            |                       |
| 55                                                                     | BRIXTON                                                                                                                | 1        | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R | R            |                       |
| 56                                                                     | JEPPE                                                                                                                  | 1        | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R | R            |                       |
| 57                                                                     | SOPHIATOWN                                                                                                             | 1        | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R | R            |                       |
| 58                                                                     | FLORIDA                                                                                                                | 1        | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R | R            |                       |
| 59                                                                     | RANDFONTEIN                                                                                                            | 1        | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R | R            |                       |
| NB. A MAXIMUM OF 1DAY FOR CLEANING MUST BE PRICED FOR ON THIS DOCUMENT |                                                                                                                        |          |                                            |              |                                            |   |              | R                     |
| SUB TOTAL                                                              |                                                                                                                        |          |                                            |              |                                            |   |              |                       |

| Item No                                                                       | Description of service<br>To clear out main sewer and storm water lines a <b>maximum of 1day</b> at the following SAPS | Qty<br>days | YEAR 1<br>Unit price for quarterly service | Amount for A | YEAR 2<br>Unit price for quarterly service | Amount for B | Total amount<br>A + B |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------------|--------------|--------------------------------------------|--------------|-----------------------|
| 60                                                                            | BRAMLEY                                                                                                                | 1           | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R            | R                     |
| 61                                                                            | BOOYSENS                                                                                                               | 1           | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R            | R                     |
| 62                                                                            | KLIPTOWN                                                                                                               | 1           | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R            | R                     |
| 63                                                                            | JHB CENTRAL                                                                                                            | 1           | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R            | R                     |
| 64                                                                            | NORWOOD                                                                                                                | 1           | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R            | R                     |
| 65                                                                            | SPRINGS                                                                                                                | 1           | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R            | R                     |
| 66                                                                            | RANDBURG                                                                                                               | 1           | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R            | R                     |
| 67                                                                            | ROODEPOORT                                                                                                             | 1           | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R            | R                     |
| 68                                                                            | CARLTON VILLE                                                                                                          | 1           | x R      x 4 =                             | R            | 1 x R      x 4 =                           | R            | R                     |
| <b>NB. A MAXIMUM OF 1DAY FOR CLEANING MUST BE PRICED FOR ON THIS DOCUMENT</b> |                                                                                                                        |             |                                            |              |                                            |              | R                     |
| SUB TOTAL                                                                     |                                                                                                                        |             |                                            |              |                                            |              | R                     |

| Item No                                                                       | Description of service<br>To clear out main sewer and storm water lines a <b>maximum of 1day</b> at the following SAPS | Qty days | YEAR 1<br>Unit price for quarterly service | Amount for A | YEAR 2<br>Unit price for quarterly service | Amount for B | Total amount<br>A + B |
|-------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------|----------|--------------------------------------------|--------------|--------------------------------------------|--------------|-----------------------|
| 69                                                                            | KRUGERSDORP                                                                                                            | 1        | x R x 4 =                                  | R            | 1 x R x 4 =                                | R            | R                     |
| 70                                                                            | TRIOMPH FLATS                                                                                                          | 1        | x R x 4 =                                  | R            | 1 x R x 4 =                                | R            | R                     |
| 71                                                                            | SOWETO-ROTEA AREA COMM AND UMZIWETHU BARRACKS                                                                          | 1        | x R x 4 =                                  | R            | 1 x R x 4 =                                | R            | R                     |
| 72                                                                            | VANDERBIJLPARK                                                                                                         | 1        | x R x 4 =                                  | R            | 1 x R x 4 =                                | R            | R                     |
| 73                                                                            | BENONI MECHANICAL SCHOOL                                                                                               | 1        | x R x 4 =                                  | R            | 1 x R x 4 =                                | R            | R                     |
| 74                                                                            | GERMISTON                                                                                                              | 1        | x R x 4 =                                  | R            | 1 x R x 4 =                                | R            | R                     |
| 75                                                                            | JABULANI                                                                                                               | 1        | x R x 4 =                                  | R            | 1 x R x 4 =                                | R            | R                     |
| 78                                                                            | SOWETO GARAGE AND DOG 6NIT                                                                                             | 1        | x R x 4 =                                  | R            | 1 x R x 4 =                                | R            | R                     |
| <b>NB. A MAXIMUM OF 1DAY FOR CLEANING MUST BE PRICED FOR ON THIS DOCUMENT</b> |                                                                                                                        |          |                                            |              |                                            |              | R                     |
| <b>SUB TOTAL</b>                                                              |                                                                                                                        |          |                                            |              |                                            |              | R                     |

## ANNEXURE B – TIME FRAMES MAXIMUM TIME FRAMES CRITERIA

1. NOTE TO BIDDER: THE ABOVE MAXIMUM TIME FRAMES FOR CLEANING THE SEWER AND STORM WATER PIPESS ARE SUBJECTED TO THE FOLLWING CRITERIA:
2. A WORKING DAY CONSISTS OF 8 HOURS.
3. SHOULD THE SERVICE REQUIRE THAT THE BIDDER MAY EXCEED THE MAXIMUM TIME FRAME/S, THEN THE CLIENT MUST BE INFORMED TO NOTIFY THE HEAD OF TECHNICAL MAINTENANCE TO GRANT PERMISSION FOR THIS ADDITIONAL TIME
4. IF THE TIME REQUIRED IS FOUR HOURS AND LESS THE DAILY AMOUNT OR COST WILL HALF.
5. SHOULD THE TIME REQUIRED EXCEED FOUR HOURS AND MORE THAN A FULL DAYS COST CAN BE CLAIMED
6. AN EXAMPLE THE ABOVE MAXIMUM TIME FRAME OF TWO DAYS WAS PRICED FOR, BUT SHOULD THE SERVICE ONLY REQUIRE A DAY, A DAYS RATES WILL BE CHARGED.
7. AS THIS IS NOT A LUMPSUM CONTRACT THE AMOUNTS TENDERED FOR IS NOT THE TRUE VALUE OF THE BID.

### HIGH PRESSURE CLEANING REQUIRED

**ALL OTHER HIGH PRESSURE REQUEST WILL BE DEALT WITH ON A REQUEST BASIS FOR ALL OTHER DPW CLIENTS.**

### HIGH PRESSURE CLEANING RATES PER DAY

| ITEM NO | DESCRIPTON                                       | RATE PER DAY | ALLOW FOR YEAR 1 | TOTAL A | ALLOW FOR YEAR 2 | TOTAL B   | TOTAL AMOUNT A+B |
|---------|--------------------------------------------------|--------------|------------------|---------|------------------|-----------|------------------|
| 77/SP   | HIGH PRESSURE CLEANING OF SEWER PIPES(SP)        | R            | 30 x R           | R       | 20 x R           | R         | R                |
| 78/NP   | HIGH PRESSURE CLEANING OF NORMAL PIPES(NP)       | R            | 30 x R           | R       | 20 x R           | R         | R                |
| 79SWP   | HIGH PRESSURE CLEANING OF STORM WATER PIPES(SWP) | R            | 30 x R           | R       | 20 x R           | R         | R                |
|         |                                                  |              |                  |         |                  | SUB TOTAL | R                |

**HIGH PRESSURE CLEANING RATES PER 4HOURS AND LESS PER DAY**

| ITEM NO | DESCRIPTON                                          | RATE PER<br>4 HOURS AND<br>LESS | ALLOW FOR<br>YEAR 1 | TOTAL<br>A | ALLOW FOR<br>YEAR 2 | TOTAL<br>B | TOTAL AMOUNT A+B |
|---------|-----------------------------------------------------|---------------------------------|---------------------|------------|---------------------|------------|------------------|
| 80/SP   | HIGH PRESSURE CLEANING<br>OF SEWER PIPES(SP)        | R                               | 20 x R              | R          | 20 x R              | R          | R                |
| 81/NP   | HIGH PRESSURE CLEANING<br>OF NORMAL PIPES(NP)       | R                               | 20 x R              | R          | 20 x R              | R          | R                |
| 82/SWP  | HIGH PRESSURE CLEANING<br>OF STORM WATER PIPES(SWP) | R                               | 20 x R              | R          | 20 x R              | R          | R                |
|         |                                                     |                                 |                     |            |                     | SUB TOTAL  | R                |

**END OF HIGH PRESSURE CLEANING RATES**

**ALL SUB TOTALS TO CARRIED OVER TO THE SUMMARY PAGE**

## **ANNEXURE C: PLUMBING REPAIRS SCHEDULE**

**PRICES FOR REPAIRS SHALL INCLUDE ALL SABS APPROVED PARTS AND EQUIPMENT REQUIRED TO EFFECTIVELY COMPLETE THE REPAIRS  
REPAIRS TO ALL DPW CLIENT DEPARTMENTS, WITH IN THE JURISDICTION OF THE JOHANNESBURG REGIONAL OFFICE**

**Note: -** 1 The description of the REPAIRS required entails the following:

2. Prices for REPAIRS include, labour, consumables, minor and incidental repairs and all other overheads.
3. Prices are to be totaled and carried over to the summary page.

### **DESCRIPTION OF PROPERTY**

**SOUTH AFRICAN DEFENSE FORCE, SOUTH AFRICAN POLICE SERVICES, DEPARTMENT OF CORRECTIONAL SERVICES, DEPARTMENT OF JUSTICE AND  
CONSTITUTIONAL DEVELOPMENT AND ALL OTHER CLIENT DEPARTMENTS.**



|     | <b>ANNEXURE C</b><br>PLUMBING WORK CONTINUED                                                                                                          | Unit of<br>measu<br>rement | Item price<br>year 1<br>R C | Estimated<br>usage | Amount A<br>R C | Item price<br>year 2<br>R C | Estimated<br>usage | Amount B<br>R C | TOTAL AMOUNT<br>A + B<br>R C |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------|--------------------|-----------------|-----------------------------|--------------------|-----------------|------------------------------|
| 94  | *80 mm DIAMETER                                                                                                                                       | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 95  | *100 mm DAIMETER                                                                                                                                      | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 96  | REPLACE UNDERGROUND<br>GALVANISED MIL STEEL WATER PIPE<br>INCLUDING PIPE FITTINGS AND<br>ACCESSORIES, EXCAVATION AND<br>BACKFILLING TO MATCH EXISTING |                            |                             |                    |                 |                             |                    |                 |                              |
|     | *15 mm DIAMETER                                                                                                                                       | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 97  | *20 mm DIAMETER                                                                                                                                       | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 98  | *25 mm DIAMETER                                                                                                                                       | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 99  | *32 mm DIAMETER                                                                                                                                       | Lm                         |                             | 50                 |                 |                             | 50                 |                 |                              |
| 100 | *40 mm DIAMETER                                                                                                                                       | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 101 | *50mm DIAMETER                                                                                                                                        | Lm                         |                             | 50                 |                 |                             | 50                 |                 |                              |
| 102 | *65 mm DIAMETER                                                                                                                                       | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 103 | *80 mm DIAMETER                                                                                                                                       | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 104 | *100 mm DIAMETER                                                                                                                                      | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 105 | *150 mm DAIMETER                                                                                                                                      | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
|     | SUB TOTAL                                                                                                                                             |                            |                             |                    |                 |                             |                    |                 |                              |



|     | ANNEXURE C<br>PLUMBING WORK                                                                                                    | Unit of<br>measu<br>rement | Item price<br>year 1 |   | Estimated<br>usage | Amount A |   | Item price<br>year 2 |   | Estimated<br>usage | Amount B |   | TOTAL AMOUNT<br>A + B |   |
|-----|--------------------------------------------------------------------------------------------------------------------------------|----------------------------|----------------------|---|--------------------|----------|---|----------------------|---|--------------------|----------|---|-----------------------|---|
|     |                                                                                                                                |                            | R                    | C |                    | R        | C | R                    | C |                    | R        | C | R                     | C |
|     | REPLACE UNDERGROUND MILD STEEL PIPING WITH CLASS 12<br>HDPE WATER PIPE INCLUDING<br>EXCAVATIONS AND BACKFILL TO MATCH EXISTING |                            |                      |   |                    |          |   |                      |   |                    |          |   |                       |   |
| 106 | 15 mm DAIMETER                                                                                                                 | Lm                         |                      |   | 38                 |          |   |                      |   | 38                 |          |   |                       |   |
| 107 | *20 mm DAIMETER                                                                                                                | Lm                         |                      |   | 38                 |          |   |                      |   | 38                 |          |   |                       |   |
| 108 | *25 mm DIAMETER                                                                                                                | Lm                         |                      |   | 38                 |          |   |                      |   | 38                 |          |   |                       |   |
| 109 | *32mm DIAMETER                                                                                                                 | Lm                         |                      |   | 38                 |          |   |                      |   | 38                 |          |   |                       |   |
| 110 | *40mm DIAMETER                                                                                                                 | Lm                         |                      |   | 38                 |          |   |                      |   | 38                 |          |   |                       |   |
|     | REPLACE UNDERGROUND MILD STEEL PIPING WITH CLASS 16<br>HDPE WATER PIPE INCLUDING<br>EXCAVATIONS AND BACKFILL TO MATCH EXISTING |                            |                      |   |                    |          |   |                      |   |                    |          |   |                       |   |
| 111 | *50mm DIAMETER                                                                                                                 | Lm                         |                      |   | 38                 |          |   |                      |   | 38                 |          |   |                       |   |
| 112 | *65mm DIAMETER                                                                                                                 | Lm                         |                      |   | 25                 |          |   |                      |   | 25                 |          |   |                       |   |
| 114 | *80mm DIAMETER                                                                                                                 | Lm                         |                      |   | 25                 |          |   |                      |   | 25                 |          |   |                       |   |
| 115 | *100mm DIAMETER                                                                                                                | Lm                         |                      |   | 25                 |          |   |                      |   | 25                 |          |   |                       |   |
| 116 | *150mm DIMATER                                                                                                                 | Lm                         |                      |   | 25                 |          |   |                      |   | 25                 |          |   |                       |   |
|     | SUB TOTAL                                                                                                                      |                            |                      |   |                    |          |   |                      |   |                    |          |   |                       |   |

|     | ANNEXURE C<br>PLUMBING WORK                                                                                           | Unit of<br>measu<br>rement | Item price<br>year 1<br>R C | Estimated<br>usage | Amount A<br>R C | Item price<br>year 2<br>R C | Estimated<br>usage | Amount B<br>R C | TOTAL AMOUNT<br>A + B<br>R C |
|-----|-----------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------|--------------------|-----------------|-----------------------------|--------------------|-----------------|------------------------------|
|     | REPLACE UNDERGROUND CLASS A<br>UPVC CLASS 16 WATERPIPE<br>INCLUDING EXCAVATIONS AND<br>BACKFILLING TO MATCH EXISTING, |                            |                             |                    |                 |                             |                    |                 |                              |
| 117 | 75mm DAIMETER                                                                                                         | Lm                         |                             | 50                 |                 |                             | 50                 |                 |                              |
| 118 | *100mm DAIMETER                                                                                                       | Lm                         |                             | 50                 |                 |                             | 50                 |                 |                              |
| 119 | *150mm DAIMETER                                                                                                       | Lm                         |                             | 50                 |                 |                             | 50                 |                 |                              |
| 120 | *300mm DAIMETER                                                                                                       | Lm                         |                             | 50                 |                 |                             | 50                 |                 |                              |
|     | SUPPLY AND FIT TO BURST<br>CALVANISED MILD STEEL PIPE A<br>JOHNSONS QUICK COUPLER<br>(OR SIMILAR APPROVED)            |                            |                             |                    |                 |                             |                    |                 |                              |
| 121 | 15mm DAIMETER                                                                                                         | Lm                         |                             | 50                 |                 |                             | 50                 |                 |                              |
| 122 | *20mm DAIMETER                                                                                                        | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 123 | *25mm DAIMETER                                                                                                        | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 124 | *32mm DAIMETER                                                                                                        | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 125 | *40mm DAIMETER                                                                                                        | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 126 | *50mm DAIMETER                                                                                                        | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 127 | *65mm DAIMETER                                                                                                        | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 128 | *80mm DAIMETER                                                                                                        | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
|     | SUB TOTAL                                                                                                             |                            |                             |                    |                 |                             |                    |                 |                              |

|     | ANNEXURE C<br>PLUMBING WORK                                                                                                                                                                                                                    | Unit of<br>measu<br>rement | Item price<br>year 1<br>R C | Estimated<br>usage | Amount A<br>R C | Item price<br>year 2<br>R C | Estimated<br>usage | Amount B<br>R C | TOTAL AMOUNT<br>A + B<br>R C |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------|--------------------|-----------------|-----------------------------|--------------------|-----------------|------------------------------|
| 129 | *100 DAIMETER                                                                                                                                                                                                                                  | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 130 | *150mm DAIMETER                                                                                                                                                                                                                                | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
|     | REPAIR CRACKED /LEAKING PIPE WITH<br>KAMFLEX COUPLING                                                                                                                                                                                          |                            |                             |                    |                 |                             |                    |                 |                              |
| 131 | 75mm DIAMETER                                                                                                                                                                                                                                  | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 132 | *100mm DAIMETER                                                                                                                                                                                                                                | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 133 | *150mm DAIMETER                                                                                                                                                                                                                                | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 134 | *300mm DAIMETER                                                                                                                                                                                                                                | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
|     | REPLACE ABOVE GROUND GALVANIZED MILD<br>STEEL WATER PIPE WITH APPROVED POLYCOP<br>PIPE INCLUDING CUTTING INTO EXISTING<br>PIPING, REMOVING EXISTING PIPING, NEW<br>PIPING AND ALL NECESSARY CLIPS, HOLDER<br>BATS AND ACCESSORIES (COLD WATER) |                            |                             |                    |                 |                             |                    |                 |                              |
| 135 | 15MM DIAMETER PIPE FIXED TO<br>WALLS, CEILINGS, FLOORS,ETC                                                                                                                                                                                     | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 136 | 22MM DIAMETER PIPE FIXED TO<br>WALLS, CEILINGS, FLOORS,ETC                                                                                                                                                                                     | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 137 | 25MM DIAMETER PIPE FIXED TO<br>WALLS, CEILINGS, FLOORS,ETC                                                                                                                                                                                     | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 138 | 28MM DIAMETER PIPE FIXED TO ROOF<br>TIMBERS OF TRUSSES IN                                                                                                                                                                                      | Lm                         |                             | 25                 |                 |                             | 25                 |                 |                              |
|     |                                                                                                                                                                                                                                                |                            |                             |                    |                 |                             |                    | SUB TOTAL       |                              |

|     | ANNEXURE C<br>PLUMBING WORK                                                                                                                                                    | Unit of<br>measu<br>rement | Item price<br>year 1<br>R C | Estimated<br>usage | Amount A<br>R C | Item price<br>year 2<br>R C | Estimated<br>usage | Amount B<br>R C | TOTAL AMOUNT<br>A + B<br>R C |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------|--------------------|-----------------|-----------------------------|--------------------|-----------------|------------------------------|
|     | REPLACE UNDERGROUND KENT<br>WATER METER(BRASS) WITH METRIC<br>READING 300mm ABOVE GROUND<br>LEVEL INCLUDING PIPEWORK<br>FITTINGS AND STOPCOCKS                                 |                            |                             |                    |                 |                             |                    |                 |                              |
| 139 | 15mm DAIMETER                                                                                                                                                                  | each                       |                             | 13                 |                 |                             | 13                 | each            |                              |
| 140 | *20mm DIAMETER                                                                                                                                                                 | each                       |                             | 13                 |                 |                             | 13                 |                 |                              |
| 141 | REPLACE HAND WASHING BASINS<br>APPROXIMATELY SIZE 550 X450mm<br>INCLUDING ALL NECESSARY<br>BRACKETS WASTE FITTING, CHAIN,<br>VULCANITE PLUGS, TAPS AND<br>CONNECTORS AND TRAPS | each                       |                             | 13                 |                 |                             | 13                 |                 |                              |
| 142 | WHITE GLAZED FIRE CLAY OR<br>VITREOUS WASH HAND BASIN                                                                                                                          | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 143 | STAINLESS STELL WASH HAND BASIN                                                                                                                                                | each                       |                             | 5                  |                 |                             | 5                  |                 |                              |
| 144 | STAINLESS STEEL BASIN/DRINKING<br>FOUNTAIN CONCEALED IN CELLS AS<br>PER MODEL OSB 1A FROM MESSRS<br>COASTAL MANUFACTURES OR<br>SIMILAR APPROVED(PRISON TYPE)                   | each                       |                             | 15                 |                 |                             | 15                 |                 |                              |
|     |                                                                                                                                                                                |                            |                             |                    |                 |                             |                    | SUB TOTAL       |                              |

|     | ANNEXURE C<br>PLUMBING WORK                                                                                        | Unit of<br>measu<br>rement | Item price<br>year 1<br>R C | Estimated<br>usage | Amount A<br>R C | Item price<br>year 2<br>R C | Estimated<br>usage | Amount B<br>R C R C | TOTAL AMOUNT<br>A + B |
|-----|--------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------|--------------------|-----------------|-----------------------------|--------------------|---------------------|-----------------------|
| 145 | REPLACE CISTERNS FOR WCS'S AND URINALS COMPLETE WITH ALL ACCESSORIES, COUPLINGS ETC AND LEAVE IN WORKING CONDITION |                            |                             |                    |                 |                             |                    |                     |                       |
|     | LOW LEVEL CISTERN WHITE                                                                                            | each                       |                             | 10                 |                 |                             | 10                 |                     |                       |
| 146 | CLOSED COUPED TOILET COMPLETE (VAAL-HIBISCUS OR SIMILAR)                                                           | each                       |                             | 5                  |                 |                             | 5                  |                     |                       |
| 147 | REPLACE CHROMIUM PLATED FLUSH PIPE AT URINAL                                                                       |                            |                             |                    |                 |                             |                    |                     |                       |
|     | *15mm DAIMETER                                                                                                     | m                          |                             | 13                 |                 |                             | 13                 |                     |                       |
| 148 | *20mm DAIMETER                                                                                                     | m                          |                             | 13                 |                 |                             | 13                 |                     |                       |
| 149 | REPLACE WATER CLOSET PANS                                                                                          | each                       |                             | 25                 |                 |                             | 25                 |                     |                       |
| 150 | WHITE GLAZED FIRE-CLAY OR VITREOUS CHINA WALL MOUNTED WC PAN WITH "P" OR "S" TRAP                                  | each                       |                             | 5                  |                 |                             | 5                  |                     |                       |
| 151 | REPLACE WC WITH STAINLESS STEEL WC PAN AS PER MESSRS MEWA MODEL "PR" CODE (SAP/PWD SPEC) OR SIMILAR APPROVED       | each                       |                             | 25                 |                 |                             | 25                 |                     |                       |
| 152 | REPLACE URINALS, ACCESSORIES AND FITTINGS                                                                          | each                       |                             | 5                  |                 |                             | 5                  |                     |                       |
|     | 1,2 m STAINLESS STEEL URINAL                                                                                       |                            |                             |                    |                 |                             |                    |                     |                       |
|     |                                                                                                                    |                            |                             |                    |                 |                             |                    | SUB TOTAL           |                       |

|     | ANNEXURE C<br>PLUMBING WORK                                                                                                                                            | Unit of<br>measu<br>rement | Item price<br>year 1<br>R C | Estimated<br>usage | Amount A<br>R C | Item price<br>year 2<br>R C | Estimated<br>usage | Amount B<br>R C | TOTAL AMOUNT<br>A + B<br>R C |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------|--------------------|-----------------|-----------------------------|--------------------|-----------------|------------------------------|
| 153 | WALL TYPE PORCELAIN URINAL                                                                                                                                             | each                       |                             | 13                 |                 |                             | 13                 |                 |                              |
| 154 | SYPHONIC VALVE TO URINAL<br>AUTOMATIC CISTERN                                                                                                                          | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 155 | REPLACE AND FIX ACRYLIC BATH ALL<br>WASTE FITTINGS, TAPS,<br>CONNECTORS, INSPECTION PLATES<br>AND MAKE GOOD TO ALL TRADES<br>1700 X 540 mm                             | each                       |                             | 5                  |                 |                             | 5                  |                 |                              |
| 156 | 1800 x 540 mm                                                                                                                                                          | each                       |                             | 5                  |                 |                             | 5                  |                 |                              |
| 157 | SUNDRIES AFTER REPAIRS TO<br>UNDERGROUND BURST PIPES<br>HACK UP, REMOVE AND REPLACE<br>75MM THICK MASS CONCRETE CLASS<br>C PAVING OR SURFACE BEDS TO<br>MATCH EXISTING | m²                         |                             | 38                 |                 |                             | 38                 |                 |                              |
| 158 | HACK UP, REMOVE AND REPLACE<br>ASHFELD SURFACE BED TO MATCH<br>EXISTING                                                                                                | m²                         |                             | 25                 |                 |                             | 25                 |                 |                              |
| 159 | HACK UP, REMOVE AND REPLACE<br>CERAMIC FLOOR TILING TO MATCH<br>EXISTING                                                                                               | m²                         |                             | 13                 |                 |                             | 13                 |                 |                              |
| 160 | CAREFULLY, REMOVE AND REPLACE<br>CONCRETE PAVING TO MATCH<br>EXISTING                                                                                                  | m²                         |                             | 13                 |                 |                             | 13                 |                 |                              |
|     |                                                                                                                                                                        |                            |                             |                    |                 |                             |                    | SUB TOTAL       |                              |

|     | ANNEXURE C<br>PLUMBING WORK                                                                                                               | Unit of<br>measu<br>rement | Item price<br>year 1<br>R C | Estimated<br>usage | Amount A<br>R C | Item price<br>year 2<br>R C | Estimated<br>usage | Amount B<br>R C | TOTAL AMOUNT<br>A + B<br>R C |
|-----|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------|--------------------|-----------------|-----------------------------|--------------------|-----------------|------------------------------|
| 161 | SUNDRIES AFTER REPAIRS TO BURST<br>PIPES IN WALLS<br>HACK UP, REMOVE AND REPLACE<br>WHITE GLAZED CERAMIC WALL TILING<br>TO MATCH EXISTING | m <sup>2</sup>             |                             | 25                 |                 |                             | 25                 |                 |                              |
| 162 | REPLACE BRICKS ,PLASTER AND<br>PAINTING TO MATCH EXISTING                                                                                 | m <sup>2</sup>             |                             | 25                 |                 |                             | 25                 |                 |                              |
| 163 | UNBLOCK THE FOLLOWING                                                                                                                     |                            |                             |                    |                 |                             |                    |                 |                              |
| 164 | CLEAR BLOCKED TOILET PANS                                                                                                                 | each                       |                             | 150                |                 |                             | 150                |                 |                              |
| 165 | CLEAR BLOCKED WASH HAND BASINS,<br>SHOWER AND URINAL                                                                                      | each                       |                             | 150                |                 |                             | 150                |                 |                              |
| 166 | CLEAN BLOCKED GREASE TRAP AND<br>REPLACE STRAINER                                                                                         | each                       |                             | 100                |                 |                             | 100                |                 |                              |
| 167 | CLEAR BLOCKED STORMWATER<br>DRAINAGE                                                                                                      | each                       |                             | 50                 |                 |                             | 50                 |                 |                              |
| 168 | CLEAR BLOCKED GULLEY                                                                                                                      | each                       |                             | 50                 |                 |                             | 50                 |                 |                              |
| 169 | CLEAR BLOCKED WASTE PIPES                                                                                                                 | each                       |                             | 50                 |                 |                             | 50                 |                 |                              |
| 170 | CLEAN BLOCKED FULL BORES TO<br>BOTTOM OF DOWNPIPE – HIGH RISE<br>BUILDINGS                                                                | each                       |                             | 50                 |                 |                             | 50                 |                 |                              |
| 171 | CLEAR OUT BLOCKAGE IN SEWER<br>SYSTEM ON HOUSES                                                                                           | each                       |                             | 50                 |                 |                             | 50                 |                 |                              |
|     |                                                                                                                                           |                            |                             |                    |                 |                             |                    | SUB TOTAL       |                              |





|     | <b>ANNEXURE C<br/>PLUMBING WORK</b>                                    | <b>Unit of<br/>measu<br/>rement</b> | <b>Item price<br/>year 1</b><br>R C | <b>Estimated<br/>usage</b> | <b>Amount A</b><br>R C | <b>Item price<br/>year 2</b><br>R C | <b>Estimated<br/>usage</b> | <b>Amount B</b><br>R C | <b>TOTAL AMOUNT<br/>A + B</b><br>R C |
|-----|------------------------------------------------------------------------|-------------------------------------|-------------------------------------|----------------------------|------------------------|-------------------------------------|----------------------------|------------------------|--------------------------------------|
| 181 | • 100 mm DIAMETER PIPE<br>EXCEEDING 1 METRE                            | Lm                                  |                                     | 20                         |                        |                                     | 15                         |                        |                                      |
| 182 | • 150 mm DIAMETRE PIPE NOT<br>EXCEEDING 1 METER                        | Lm                                  |                                     | 20                         |                        |                                     | 15                         |                        |                                      |
| 183 | • 150 mm DIAMETER PIPE<br>EXCEEDING 1 METER                            | Lm                                  |                                     | 20                         |                        |                                     | 15                         |                        |                                      |
| 184 | REPLACE 100 mm CAST IRON PIPE                                          | lm                                  |                                     | 25                         |                        |                                     | 25                         |                        |                                      |
| 185 | REPLACE 150 mm CAST IRON PIPE                                          | lm                                  |                                     | 25                         |                        |                                     | 25                         |                        |                                      |
| 186 | REPLACE CAST IRON COVERS,<br>FRAMES ETC<br>• 100 mm CLEANING EYE COVER | each                                |                                     | 50                         |                        |                                     | 50                         |                        |                                      |
| 187 | • 150 mm CLEANING EYE COVER                                            | each                                |                                     | 50                         |                        |                                     | 50                         |                        |                                      |
| 188 | 275 x 275 mm COVER AND FRAME                                           | each                                |                                     | 25                         |                        |                                     | 25                         |                        |                                      |
| 189 | 450 X600 mm SINGLE SEAL FRAME                                          | each                                |                                     | 25                         |                        |                                     | 25                         |                        |                                      |
| 190 | 450 X 600 mm DOUBLE SEAL FRAME                                         | each                                |                                     | 25                         |                        |                                     | 25                         |                        |                                      |
| 191 | 450 x 600 mm SINGLE SEAL COVER<br>AND FRAME                            | each                                |                                     | 25                         |                        |                                     | 25                         |                        |                                      |
|     | SUB TOTAL                                                              |                                     |                                     |                            |                        |                                     |                            |                        |                                      |

|     | <b>ANNEXURE C<br/>PLUMBING WORK</b>                                       | <b>Unit of<br/>measu<br/>rement</b> | <b>Item price<br/>year 1<br/>R C</b> | <b>Estimated<br/>usage</b> | <b>Amount A<br/>R C</b> | <b>Item price<br/>year 2<br/>R C</b> | <b>Estimated<br/>usage</b> | <b>Amount B<br/>R C</b> | <b>TOTAL AMOUNT<br/>A + B<br/>R C</b> |
|-----|---------------------------------------------------------------------------|-------------------------------------|--------------------------------------|----------------------------|-------------------------|--------------------------------------|----------------------------|-------------------------|---------------------------------------|
| 192 | 450 x 600 mm DOUBLE SEAL COVER                                            | each                                |                                      | 20                         |                         |                                      | 20                         |                         |                                       |
| 193 | 450 X 600 mm SINGLE SEAL COVER<br>AND FRAME                               | each                                |                                      | 20                         |                         |                                      | 20                         |                         |                                       |
| 194 | 450 X 600 mm DOUBLE SEAL COVER<br>AND FRAME                               | each                                |                                      | 20                         |                         |                                      | 20                         |                         |                                       |
| 195 | 600 X 600 mm DOUBLE SEAL COVER<br>AND FRAME                               | each                                |                                      | 20                         |                         |                                      | 20                         |                         |                                       |
| 196 | 600 X 600 mm DOUBLE SEAL FRAME                                            | each                                |                                      | 20                         |                         |                                      | 20                         |                         |                                       |
| 197 | 600 X 600 mm DOUBLE SEAL COVER                                            | each                                |                                      | 20                         |                         |                                      | 20                         |                         |                                       |
| 198 | REPAIRS, SERVICING AND<br>REPLACEMENT OF JUNIOR FLUSH<br>MASTER SYSTEMS   |                                     |                                      |                            |                         |                                      |                            |                         |                                       |
| 199 | REPLACE FLUSH MASTER CONCEALED<br>FORK                                    | each                                |                                      | 50                         |                         |                                      | 50                         |                         |                                       |
| 200 | REPLACE FLUSH MASTER PISTON<br>ASSEMBLY                                   | each                                |                                      | 50                         |                         |                                      | 50                         |                         |                                       |
| 201 | REPLACE FLUSH MASTER<br>COVERPLATES                                       | each                                |                                      | 100                        |                         |                                      | 100                        |                         |                                       |
| 202 | REPLACE FLUSH MASTER FLUSH PIPE                                           | each                                |                                      | 100                        |                         |                                      | 100                        |                         |                                       |
| 203 | SERVICE FLUSH MASTER SYSTEM AND<br>LEAVE IN WORKING ORDER(SERVICE<br>KIT) | each                                |                                      | 50                         |                         |                                      | 50                         |                         |                                       |
|     | <b>SUB TOTAL</b>                                                          |                                     |                                      |                            |                         |                                      |                            |                         |                                       |

|     | ANNEXURE C<br>PLUMBING WORK                                                                      | Unit of<br>measu<br>rement | Item price<br>year 1<br>R C | Estimated<br>usage | Amount A<br>R C | Item price<br>year 2<br>R C | Estimated<br>usage | Amount B<br>R C | TOTAL AMOUNT<br>A + B<br>R C |
|-----|--------------------------------------------------------------------------------------------------|----------------------------|-----------------------------|--------------------|-----------------|-----------------------------|--------------------|-----------------|------------------------------|
| 204 | REPLACE JUNIOR FLUSHMASTER<br>COMPLETE AS PER SANS<br>COMPLIANCY FOR PRISON TYPE- FOR<br>URINALS | each                       |                             | 50                 |                 |                             | 50                 |                 |                              |
| 205 | REPLACE JUNIOR FLUSHMASTER<br>COMPLETE AS PER SANS<br>COMPLIANCY FOR PRISON TYPE- FOR<br>TOILETS | each                       |                             | 50                 |                 |                             | 50                 |                 |                              |
| 206 | REFIX BASIN TO WALL                                                                              | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 207 | REPLACE 100 mm GALVANISED PLUG                                                                   | each                       |                             | 10                 |                 |                             | 10                 |                 |                              |
| 208 | REPLACE 100mm GALVANISED<br>SOCKET                                                               | each                       |                             | 15                 |                 |                             | 15                 |                 |                              |
| 209 | REPLACE 15 mm DIAMETER SWIVEL<br>ARM                                                             | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 210 | REPLACE 250 mm COPPER BALL<br>FLOAT                                                              | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 211 | REPLACE BASIN BRACKET                                                                            | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 212 | REPLACE 25 mm BALL VALVE                                                                         | each                       |                             | 38                 |                 |                             | 38                 |                 |                              |
| 213 | REPLACE BATH TRAP                                                                                | each                       |                             | 20                 |                 |                             | 20                 |                 |                              |
| 214 | REPLACE I E COVER                                                                                | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 215 | REPLACE BASIN MIXER                                                                              | each                       |                             | 10                 |                 |                             | 10                 |                 |                              |
|     | SUB TOTAL                                                                                        |                            |                             |                    |                 |                             |                    |                 |                              |

|     | ANNEXURE C<br>PLUMBING WORK      | Unit of<br>measu<br>rement | Item price<br>year 1<br>R C | Estimated<br>usage | Amount A<br>R C | Item price<br>year 2<br>R C | Estimated<br>usage | Amount B<br>R C | TOTAL AMOUNT<br>A + B<br>R C |
|-----|----------------------------------|----------------------------|-----------------------------|--------------------|-----------------|-----------------------------|--------------------|-----------------|------------------------------|
| 216 | REPLACE BATH MIXER COMPLETE      | each                       |                             | 10                 |                 |                             | 10                 |                 |                              |
| 217 | REPLACE 40 mm BARREL NIPPLE      | each                       |                             | 10                 |                 |                             | 10                 |                 |                              |
| 218 | REPLACE 50 mm BARREL NIPPLE      | each                       |                             | 10                 |                 |                             | 10                 |                 |                              |
| 219 | REPLACE 80 mm BARREL NIPPLE      | each                       |                             | 10                 |                 |                             | 10                 |                 |                              |
| 220 | REPLACE 100 mm GALVANISED NIPPLE | each                       |                             | 10                 |                 |                             | 10                 |                 |                              |
| 221 | REPLACE BRAS SHOWER GRIT         | each                       |                             | 10                 |                 |                             | 10                 |                 |                              |
| 222 | REPLACE BOTTLE TRAP              | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 223 | REPLACE BETA VALVE               | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 224 | REPLACE 15 mm BALL VALVE         | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 225 | REPLACE 40 mm BALL VALVE         | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 226 | REPLACE BETA VALVE WASHER        | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 227 | REPLACE TAP WASHERS              | each                       |                             | 50                 |                 |                             | 50                 |                 |                              |
|     | SUB TOTAL                        |                            |                             |                    |                 |                             |                    |                 |                              |

|     | ANNEXURE C<br>PLUMBING WORK          | Unit of<br>measu<br>rement | Item price<br>year 1 |   |    | Estimated<br>usage |   |    | Amount A |   |  | Item price<br>year 2 |   |    | Estimated<br>usage |   |  | Amount B |   |  | TOTAL AMOUNT<br>A + B |   |  |
|-----|--------------------------------------|----------------------------|----------------------|---|----|--------------------|---|----|----------|---|--|----------------------|---|----|--------------------|---|--|----------|---|--|-----------------------|---|--|
|     |                                      |                            | R                    | C |    | R                  | C |    | R        | C |  | R                    | C |    | R                  | C |  | R        | C |  | R                     | C |  |
| 228 | REPLACE CONCEALED BUTTON             | each                       |                      |   | 20 |                    |   | 20 |          |   |  |                      |   | 20 |                    |   |  |          |   |  |                       |   |  |
| 229 | REPLACE 50 mm VENTILATION VALVE      | each                       |                      |   | 20 |                    |   | 20 |          |   |  |                      |   | 20 |                    |   |  |          |   |  |                       |   |  |
| 230 | REPLACE 400 Kpa WALCRO VALVE         | each                       |                      |   | 20 |                    |   | 20 |          |   |  |                      |   | 20 |                    |   |  |          |   |  |                       |   |  |
| 231 | SERVICE WALCRO METERING TAP .        | each                       |                      |   | 20 |                    |   | 20 |          |   |  |                      |   | 20 |                    |   |  |          |   |  |                       |   |  |
| 232 | REPLACE 100 mm CAST IRON PIPE        | each                       |                      |   | 25 |                    |   | 25 |          |   |  |                      |   | 25 |                    |   |  |          |   |  |                       |   |  |
| 233 | REPLACE 150 mm CAST IRON PIPE        | each                       |                      |   | 25 |                    |   | 25 |          |   |  |                      |   | 25 |                    |   |  |          |   |  |                       |   |  |
| 234 | REPLACE 15 mm COPPER CONNECTOR       | each                       |                      |   | 25 |                    |   | 25 |          |   |  |                      |   | 25 |                    |   |  |          |   |  |                       |   |  |
| 235 | REPLACE 15 mm CHROMIUM PLATED<br>TAP | each                       |                      |   | 50 |                    |   | 50 |          |   |  |                      |   | 50 |                    |   |  |          |   |  |                       |   |  |
| 236 | REPLACE 15 mm FLEXI HOSE             | each                       |                      |   | 50 |                    |   | 50 |          |   |  |                      |   | 50 |                    |   |  |          |   |  |                       |   |  |
| 237 | REPLACE 15 mm DRIPCOCK               | each                       |                      |   | 5  |                    |   | 5  |          |   |  |                      |   | 5  |                    |   |  |          |   |  |                       |   |  |
| 238 | REPLACE 15 mm STOP COCK              | each                       |                      |   | 5  |                    |   | 5  |          |   |  |                      |   | 5  |                    |   |  |          |   |  |                       |   |  |
| 239 | REPLACE 15 mm BRASS TAP              | each                       |                      |   | 25 |                    |   | 25 |          |   |  |                      |   | 25 |                    |   |  |          |   |  |                       |   |  |
|     |                                      |                            | SUB TOTAL            |   |    |                    |   |    |          |   |  |                      |   |    |                    |   |  |          |   |  |                       |   |  |

| 226 | ANNEXURE C<br>PLUMBING WORK                                                           | Unit of<br>measu<br>rement | Item price<br>year 1<br>R C | Estimated<br>usage | Amount A<br>R C | Item price<br>year 2<br>R C | Estimated<br>usage | Amount B<br>R C | TOTAL AMOUNT<br>A + B<br>R C |
|-----|---------------------------------------------------------------------------------------|----------------------------|-----------------------------|--------------------|-----------------|-----------------------------|--------------------|-----------------|------------------------------|
| 240 | REPLACE 20 mm STOP COCK                                                               | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 241 | REPLACE 20 mm BRASS TAP                                                               | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 242 | REPLACE 15 mm DRIPCOCK                                                                | each                       |                             | 20                 |                 |                             | 20                 |                 |                              |
| 243 | REPLACE BRASS PUSH BUTTON TAP                                                         | each                       |                             | 30                 |                 |                             | 30                 |                 |                              |
| 244 | REPLACE 15 to 20 mm WHEEL VALVE                                                       | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 245 | REPLACE 25 to 32 mm WHEEL VALVE                                                       | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 246 | REPLACE 40 to 50 mm WHEEL VALVE                                                       | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 247 | REPLACE 65 to 100 mm WHEEL VALVE                                                      | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 248 | REPLACE 40 mm FLEXI "P" TRAP                                                          | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 249 | REPLACE 15 mm x 20 mm AQUILA<br>UNDER TILE STOPCOCK,SIMILAR OR<br>EQUAL IN<br>QUALITY | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 250 | REPLACE 15 mm SHOWER EXTENSION<br>PIPE                                                | each                       |                             | 20                 |                 |                             | 20                 |                 |                              |
|     | SUB TOTAL                                                                             |                            |                             |                    |                 |                             |                    |                 |                              |

|     | ANNEXURE C<br>PLUMBING WORK                   | Unit of<br>measu<br>rement | Item price<br>year 1<br>R C | Estimated<br>usage | Amount A<br>R C | Item price<br>year 2<br>R C | Estimated<br>usage | Amount B<br>R C | TOTAL AMOUNT<br>A + B<br>R C |
|-----|-----------------------------------------------|----------------------------|-----------------------------|--------------------|-----------------|-----------------------------|--------------------|-----------------|------------------------------|
| 251 | REPLACE SHOWER TRAP                           | each                       |                             | 20                 |                 |                             | 20                 |                 |                              |
| 252 | REPLACE RUBBER CONE                           | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 253 | REPLACE COMBINATION TRAP                      | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 254 | REPLACE TAP JUMPER                            | each                       |                             | 20                 |                 |                             | 20                 |                 |                              |
| 255 | REPLACE SINGLE FLAP TOILET SEAT               | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 256 | REPLACE DOUBLE FLAP TOILT SEAT<br>(WHITE)     | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 257 | REPLACE DOUBLE FLAP TOILET SEAT<br>(COLOURED) | each                       |                             | 15                 |                 |                             | 15                 |                 |                              |
| 258 | RESEAL PAN CONNECTOR                          | each                       |                             | 15                 |                 |                             | 15                 |                 |                              |
| 259 | SERVICE LOW LEVEL CISTERN                     | each                       |                             | 25                 |                 |                             | 25                 |                 |                              |
| 260 | SERVICE HIGH LEVEL CISTERN                    | each                       |                             | 10                 |                 |                             | 10                 |                 |                              |
| 261 | SERVICE URINAL                                | each                       |                             | 50                 |                 |                             | 50                 |                 |                              |
| 262 | REPLACE GULLEY TRAP COMPLETE                  | each                       |                             | 50                 |                 |                             | 50                 |                 |                              |
|     | SUB TOTAL                                     |                            |                             |                    |                 |                             |                    |                 |                              |

|     | ANNEXURE C<br>PLUMBING WORK                                            | Unit of<br>measu<br>rement | Item price<br>year 1 |   |    | Estimated<br>usage |   |    | Amount A |   |  | Item price<br>year 2 |   |  | Estimated<br>usage |   |  | Amount B |   |  | TOTAL AMOUNT<br>A + B |   |  |
|-----|------------------------------------------------------------------------|----------------------------|----------------------|---|----|--------------------|---|----|----------|---|--|----------------------|---|--|--------------------|---|--|----------|---|--|-----------------------|---|--|
|     |                                                                        |                            | R                    | C |    | R                  | C |    | R        | C |  | R                    | C |  | R                  | C |  | R        | C |  | R                     | C |  |
| 263 | REPLACE 15 mm GATE VALVE                                               | each                       |                      |   | 20 |                    |   | 20 |          |   |  |                      |   |  | 20                 |   |  |          |   |  |                       |   |  |
| 264 | REPLACE 25 mm GATE VALVE                                               | each                       |                      |   | 20 |                    |   | 20 |          |   |  |                      |   |  | 20                 |   |  |          |   |  |                       |   |  |
| 265 | REPLACE 32 mm GATE VALVE                                               | each                       |                      |   | 20 |                    |   | 20 |          |   |  |                      |   |  | 20                 |   |  |          |   |  |                       |   |  |
| 266 | REPLACE 40 mm GATE VALVE                                               | each                       |                      |   | 20 |                    |   | 20 |          |   |  |                      |   |  | 20                 |   |  |          |   |  |                       |   |  |
| 267 | REPLACE 50 mm GATE VALVE                                               | each                       |                      |   | 20 |                    |   | 20 |          |   |  |                      |   |  | 20                 |   |  |          |   |  |                       |   |  |
| 268 | REPLACE 80 mm GATE VALVE                                               | each                       |                      |   | 20 |                    |   | 20 |          |   |  |                      |   |  | 20                 |   |  |          |   |  |                       |   |  |
| 269 | REPLACE 100 to 150 mm GATE VALVE                                       | each                       |                      |   | 20 |                    |   | 20 |          |   |  |                      |   |  | 20                 |   |  |          |   |  |                       |   |  |
| 270 | REPLACE 80 mm FIRE HYDRANT                                             | each                       |                      |   | 20 |                    |   | 20 |          |   |  |                      |   |  | 20                 |   |  |          |   |  |                       |   |  |
| 271 | REPLACE DOUBLE SINK UNIT WITH<br>PRESSED STEEL CABINET 1350 mm<br>LONG | each                       |                      |   | 10 |                    |   | 10 |          |   |  |                      |   |  | 10                 |   |  |          |   |  |                       |   |  |
| 272 | REPLACE DOUBLE SINK UNIT WITH<br>PRESSED STEEL 1575 mm LONG            | each                       |                      |   | 10 |                    |   | 10 |          |   |  |                      |   |  | 10                 |   |  |          |   |  |                       |   |  |
| 273 | REPLACE DOUBLE SINK UNIT WITH<br>STEEL CABINET 1800 mm LONG            | each                       |                      |   | 10 |                    |   | 10 |          |   |  |                      |   |  | 10                 |   |  |          |   |  |                       |   |  |
|     | SUB TOTAL                                                              |                            |                      |   |    |                    |   |    |          |   |  |                      |   |  |                    |   |  |          |   |  |                       |   |  |



|     | ANNEXURE C<br>PLUMBING WORK                                                                                                                                                  | Unit of<br>measu<br>rement | Item price<br>year 1<br>R C | Estimated<br>usage | Amount A<br>R C | Item price<br>year 2<br>R C | Estimated<br>usage | Amount B<br>R C | TOTAL AMOUNT<br>A + B<br>R C |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------|--------------------|-----------------|-----------------------------|--------------------|-----------------|------------------------------|
| 274 | REPLACE SHOWER ROSE IN CELLS AS<br>PER WALCRO MASTER KP2.6 SIMILAR<br>OR EQUAL APPROVED IN QUALITY<br>COMPLETE                                                               | each                       |                             | 50                 |                 |                             | 50                 |                 |                              |
| 275 | REPLACE IN LINE DEMAND NON HOLD<br>OPEN TYPE STOPCOCK AS PER<br>WALCRO 111D WITH PRISON TYPE<br>PUSH ROD ASSEMBLY OR SIMILAR<br>WITH UNION BOTH SIDES FOR<br>SHOWER COMPLETE | each                       |                             | 30                 |                 |                             | 30                 |                 |                              |
| 276 | REPLACE PUSH BUTTON METERING<br>NON HOLD OPEN VALVE AS PER<br>WALCRO 150 C WITH PRISON TYPE<br>PUSH ROD ASSEMBLY OR SIMILAR TO<br>WALL FOR SHOWER COMPLETE                   | each                       |                             | 50                 |                 |                             | 50                 |                 |                              |
|     | <b>REPAIRS, SERVICING AND<br/>REPLACEMENT OF SENIOR FLUSH<br/>MASTER SYSTEMS</b>                                                                                             |                            |                             |                    |                 |                             |                    |                 |                              |
| 277 | REPLACE SENIOR FLUSH MASTER FM<br>100 OR SIMILAR IN QUALITY<br>COMPLETE                                                                                                      | each                       |                             |                    |                 |                             |                    |                 |                              |
| 278 | REPLACE SENIOR FLUSH MASTER FM<br>100 VALVE ONLY OR SIMILAR IN<br>QUALITY                                                                                                    | each                       |                             |                    |                 |                             |                    |                 |                              |
| 279 | SERVICE SENIOR FLUSH MASTER<br>SYSTEM AND LEAVE IN WORKING<br>ORDER(SERVICE KIT)                                                                                             | each                       |                             |                    |                 |                             |                    |                 |                              |
|     |                                                                                                                                                                              |                            |                             |                    |                 |                             |                    | SUB TOTAL       |                              |

**NOTE TO BIDDERS**

**ANNEXURE D  
THE ATTACHED ANNEXURE MUST BE PRICED**

**THE SUPPLY, FITTING AND COSTING OF THE FOLLOWING PIPE FITTINGS**

**PAGES 42 TO 51,**

**THE FIRST ROW IS THE EXAMPLE AND THE CALCULATION IS NOT HORIZONTAL BUT VERTICLE**

**ANNEXURE D: THE SUPPLY, FITTING AND COSTING OF THE FOLLOWING FITTINGS:**

**Below is a CALCULATION EXAMPLE of how the rest of the document below must be completed**

|  | COPPER<br>PIPE<br>FITTINGS                                      | Size<br>quantities<br>and<br>item cost<br>15mm | Size<br>quantities<br>and<br>item cost<br>22mm | Size<br>quantities<br>and<br>item cost<br>28mm | Size<br>quantities<br>and<br>item cost<br>32mm | Size<br>quantities<br>and<br>item cost<br>42mm | Size<br>quantities<br>and<br>item cost<br>54mm | Size<br>quantities<br>and<br>item cost<br>75mm | Size<br>quantities<br>and<br>item cost<br>100mm | Size<br>quantities<br>and<br>item cost<br>150mm | TOTAL     |
|--|-----------------------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|-------------------------------------------------|-------------------------------------------------|-----------|
|  | Example:<br>BENDS                                               | 40 x 15.00                                     | 40 x 20.00                                     | 60 x 15.00                                     | 50 x 20.00                                     | 50 x 15.00                                     | 50 x 12.00                                     | 50 x 20.00                                     | 50 x 15.00                                      | 50 x 25.00                                      |           |
|  | SUBTOTAL<br>Year 1                                              | = R600. 00                                     | = R800.00                                      | R900.00                                        | R1000. 00                                      | R750. 00                                       | R600. 00                                       | R1000. 00                                      | R750. 00                                        | R1250.00                                        |           |
|  |                                                                 |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                 |                                                 |           |
|  | Subtotal<br>Percentage<br>Markup<br>Year 2<br>5% Plus<br>year 1 | R630.00                                        | R840.00                                        | R945.00                                        | R1050.00                                       | R787.50                                        | R630.00                                        | R1050.00                                       | R787.50                                         | R1312.50                                        |           |
|  | Sub Total                                                       | R1230.00                                       | R1640                                          | R1845.00                                       | R2050.00                                       | R1537.50                                       | R1230.00                                       | R2050.00                                       | R1537.50                                        | R2562.50                                        | R15682.50 |

| NO  | COPPER<br>PIPE<br>FITTINGS                            | Size<br>quantities<br>and<br>item cost<br>15mm | Size<br>quantities<br>and<br>item cost<br>22mm | Size<br>quantities<br>and<br>item cost<br>28mm | Size<br>quantities<br>and<br>item cost<br>32mm | Size<br>quantities<br>and<br>item cost<br>42mm | Size<br>quantities<br>and<br>item cost<br>54mm | Size<br>quantities<br>and<br>item cost<br>75mm | Size<br>quantities<br>and<br>item cost<br>100mm | Size<br>quantities<br>and<br>item cost<br>150mm | Size<br>quantities<br>and<br>item cost<br>200mm |
|-----|-------------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|-------------------------------------------------|-------------------------------------------------|-------------------------------------------------|
| 280 | CONNEX<br>ELBOWS                                      | 100 x R                                        | 100 x R                                        | 50 X R                                         | 50 X R                                         | 40 x R                                         | 40 x R                                         | -                                              | -                                               | -                                               | -                                               |
|     | TOTAL                                                 | = R                                            | = R                                            | = R                                            | = R                                            | = R                                            | = R                                            | -                                              | -                                               | -                                               | -                                               |
| 281 | CONNEX<br>STRAIGHT<br>COUPLING                        | 100 x R                                        | 100 x R                                        | 50 X R                                         | 50 X R                                         | 40 x R                                         | 40 x R                                         | -                                              | -                                               | -                                               | -                                               |
|     | TOTAL                                                 | = R                                            | = R                                            | = R                                            | = R                                            | = R                                            | = R                                            | -                                              | -                                               | -                                               | -                                               |
| 282 | CONNEX<br>TEES                                        | 100 x R                                        | 100 x R                                        | 50 X R                                         | 50 X R                                         | 40 x R                                         | 40 x R                                         | -                                              | -                                               | -                                               | -                                               |
|     | TOTAL                                                 | = R                                            | = R                                            | = R                                            | = R                                            | = R                                            | = R                                            | -                                              | -                                               | -                                               | -                                               |
| 283 | CXC<br>ELBOWS                                         | 200 x R                                        | 100 x R                                        | 50 X R                                         | 50 X R                                         | 40 x R                                         | 40 x R                                         | -                                              | -                                               | -                                               | -                                               |
|     | TOTAL                                                 | =R                                             | =R                                             | =R                                             | =R                                             | =R                                             | =R                                             | -                                              | -                                               | -                                               | -                                               |
| 284 | CXC TEES                                              | 200 x R                                        | 100 x R                                        | 50 X R                                         | 50 X R                                         | 40 x R                                         | 40 x R                                         | -                                              | -                                               | -                                               | -                                               |
|     | TOTAL                                                 | R                                              |                                                |                                                |                                                |                                                |                                                |                                                |                                                 |                                                 |                                                 |
|     | Year 1 Sub<br>total                                   | R                                              |                                                |                                                |                                                |                                                |                                                | -                                              | -                                               | -                                               | -                                               |
|     | Percentage<br>Markup<br>Year 2<br>...% Plus<br>year 1 | R                                              |                                                |                                                |                                                |                                                |                                                | -                                              | -                                               | -                                               | Sub Total                                       |
|     | Sub Total                                             | R                                              |                                                |                                                |                                                |                                                |                                                | -                                              | -                                               | -                                               | R                                               |
|     |                                                       |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                 |                                                 |                                                 |

| NO  | GALVANIZED<br>PIPE FITTINGS                        | Size<br>quantities<br>and<br>item cost<br>15mm | Size<br>quantities<br>and<br>item cost<br>20mm | Size<br>quantities<br>and<br>item cost<br>25mm | Size<br>quantities<br>and<br>item cost<br>32mm | Size<br>quantities<br>and<br>item cost<br>40mm | Size<br>quantities<br>and<br>item cost<br>50mm | Size<br>quantities<br>and<br>item cost<br>65mm | Size<br>quantities<br>and<br>item cost<br>80mm | Size<br>quantities<br>and<br>item cost<br>100mm | Size<br>quantities<br>and<br>item cost<br>150mm |
|-----|----------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|------------------------------------------------|-------------------------------------------------|-------------------------------------------------|
| 285 | TEES                                               | 100 x R                                        | 100 x R                                        | 50 X R                                         | 50 X R                                         | 40 x R                                         | 40 x R                                         | 20 x R                                         | 20 x R                                         | 40 x R                                          | 40 x R                                          |
|     | TOTAL                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                               | R                                               |
| 286 | SOCKETS                                            | 100 x R                                        | 100 x R                                        | 50 X R                                         | 50 X R                                         | 40 x R                                         | 40 x R                                         | 20 x R                                         | 20 x R                                         | 40 x R                                          | 40 x R                                          |
|     | TOTAL                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                               | R                                               |
| 287 | ELBOWS                                             | 100 x R                                        | 100 x R                                        | 50 X R                                         | 50 X R                                         | 40 x R                                         | 40 x R                                         | 20 x R                                         | 20 x R                                         | 40 x R                                          | 40 x R                                          |
|     | TOTAL                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                               | R                                               |
| 288 | BARREL NIPPLES                                     | 50 X R                                         | 50 X R                                         | 50 X R                                         | 20 x R                                         | 10 x R                                         | 10 x R                                         | 10 x R                                         | 20 x R                                         | 20 x R                                          | 20 x R                                          |
|     | TOTAL                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                              | R                                               | R                                               |
|     | REPLACE PLASSON PIPE<br>FITTINGS                   |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                 |                                                 |
| 289 | ELBOWS                                             | -                                              | 50 X R                                         | 50 X R                                         | 20 x R                                         | 10 x R                                         | 10 x R                                         | 10 x R                                         |                                                |                                                 |                                                 |
|     | TOTAL                                              | -                                              |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                 |                                                 |
| 290 | TEES                                               | -                                              | 50 X R                                         | 50 X R                                         | 20 x R                                         | 10 x R                                         | 10 x R                                         | 10 x R                                         |                                                |                                                 |                                                 |
|     | TOTAL                                              | -                                              |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                 |                                                 |
| 291 | COUPLINGS                                          | -                                              | 50 X R                                         | 50 X R                                         | 20 x R                                         | 10 x R                                         | 10 x R                                         | 10 x R                                         |                                                |                                                 |                                                 |
|     | TOTAL                                              | -                                              |                                                |                                                |                                                |                                                |                                                |                                                |                                                |                                                 |                                                 |
|     | Year 1 Sub total                                   | R                                              | R                                              | -                                              | -                                              | -                                              | -                                              | -                                              | -                                              | -                                               | -                                               |
|     | Percentage<br>Markup<br>Year 2<br>...% Plus year 1 | R                                              | R                                              | -                                              | -                                              | -                                              | -                                              | -                                              | -                                              | -                                               | SUB TOTAL                                       |
|     | Sub Total                                          | R                                              | R                                              | -                                              | -                                              | -                                              | -                                              | -                                              | -                                              | -                                               | R                                               |



**ANNEXURE E – TRANSPORT  
PLUMBING AND HIGH PRESSURE CLEANING**

| 295   | TRANSPORT COST<br>ALL AREA)                                                                                                                                      | UNIT                              | YEAR 1 | YEAR 2 | AMOUNT<br>R c |
|-------|------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------|--------|--------|---------------|
| (i)   | NOTE:<br>The costs of workers and drivers traveling time shall be deemed to be included with the unit rates for transport costs                                  |                                   |        |        |               |
| (ii)  | All distances traveled will be measured from the Department of Public Works Regional Office.                                                                     |                                   |        |        |               |
| (iii) | The attached map clearly indicates the JHB R/O jurisdiction.<br>The area has been divided into four zones, and the kilometers calculated is for a return journey |                                   |        |        |               |
|       | ZONE 1- 40km                                                                                                                                                     | km                                |        |        |               |
|       | ZONE 2- 80 km                                                                                                                                                    | km                                |        |        |               |
|       | ZONE 3- 120km                                                                                                                                                    | km                                |        |        |               |
|       | ZONE 4- 180km                                                                                                                                                    | km                                |        |        |               |
| 296   | Transport cost of a vehicle with a loading capacity of 1 ton                                                                                                     | Price/km<br>From<br>zone 1to<br>4 | R      | R      | R             |
| 297   | Transport cost of a vehicle with a loading capacity of 2 ton                                                                                                     | Price/km<br>From<br>zone 1to<br>4 | R      | R      | R             |
|       | Transport cost carried to summary page.<br>Sub Total                                                                                                             |                                   |        |        |               |

NOTE: CURRENT AA RATES MUST BE CONSIDERED.

**ANNEXURE - F**  
**NON – SHEDULE RATES FOR LABOUR AND MATERIAL**  
**PLUMBING AND HIGH PRESSURE CLEANING**

| 298 | LABOUR- PEST CONTROL<br>for all areas.                                                                                                                                                                                                                                                                                                     | UNIT  | YEAR 1    | YEAR 2    | AMOUNT<br>R c |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----------|-----------|---------------|
|     | The rates for labour will be deemed to include for statutory minimum labour rates, contribution to bonus, holiday, pension, medical funds etc, for normal working hours, as well as for transport costs including traveling time, but excluding VAT                                                                                        |       |           |           |               |
| (1) | <b>Normal working hours</b><br>Skilled Artisan( Technician)                                                                                                                                                                                                                                                                                | Hours | R         | R         |               |
| (2) | General worker                                                                                                                                                                                                                                                                                                                             | Hours | R         | R         |               |
| (3) | <b>Overtime, Sunday and Public Holidays.</b><br>Skilled Artisan                                                                                                                                                                                                                                                                            | Hours | R         | R         |               |
| (4) | General worker                                                                                                                                                                                                                                                                                                                             | Hours | R         | R         |               |
| (5) | <b>Non- schedule materials</b><br>The cost of non- schedule materials shall be deemed to include, for the cost of material, after the deduction of any discount and delivery to site.<br><br>Allow for the amount of R150, 000.00 for the provisional cost of non- scheduled material that may be used. The above labour rates will apply. |       |           |           |               |
|     |                                                                                                                                                                                                                                                                                                                                            |       | 75,000.00 | 75,000.00 | 150,000.00    |
| (6) | Percentage mark- up on non schedule materials that may be used. (Percentage (%))<br><br>Total labour cost carried to summary page                                                                                                                                                                                                          | ___ % |           |           |               |
| (7) | Assessment report                                                                                                                                                                                                                                                                                                                          |       | R20 000   | R20 000   | R40 000       |
|     |                                                                                                                                                                                                                                                                                                                                            |       | SUB TOTAL |           |               |



| 299   | <b>ANNEXURE G: EPWP –<br/>EMPLOYEES- PLUMBING<br/>Employment of Youth Workers</b>                                                                                                                                                                                                                                                                                                                                                                                                                                 | UNIT        | Quantity             | Rate        | AMOUNT year<br>one and two<br>R C |
|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|----------------------|-------------|-----------------------------------|
| 299.1 | <b><u>EMPLOYMENTS OF YOUTH<br/>WORKERS</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |             |                      |             |                                   |
| 299.2 | Employment of Youth Workers<br><br>The unit of measurement shall be the number of youth workers at the labour rate of R4500 per month as the amount agreed by MINMEC multiplied by the period employed in months and the rate tender shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 24 months appointment for youth worker/s. |             |                      |             |                                   |
| 299.3 | Allow for R4500.00/mth x 12mths                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Worker days | 264(2)               | R204.5 /day | R108 000.00                       |
| 299.4 | Allow for R4500.00/mth x 12mths + 6%<br>Allow for 6% increase in year two                                                                                                                                                                                                                                                                                                                                                                                                                                         |             | 264(2)               | R216.77/day | R114 454.56                       |
| 300   | Profit and attendance (ref.SL 11.05.02)<br>(a) Admin cost<br>(b) Transport cost                                                                                                                                                                                                                                                                                                                                                                                                                                   | %           | 15%                  | 222 454.56  | R33 368,18                        |
| 301   | <b><u>PROVISION OF EPWP DESIGNED<br/>OVERRALLS AND HARD HATS TO<br/>YOUTH WORKERS</u></b><br><br>Supply 2 x EPWP branded overalls,<br>1 x EPWP branded hard hat and safety shoes to youth workers (ref. SL11.05.01)                                                                                                                                                                                                                                                                                               | Item        | 2 person<br>once off | R 6000.00   | R 12000.00                        |
| 301.1 | <b><u>Provision of small tools for youth<br/>workers</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |                      |             |                                   |
| 302   | Provide all youth worker with prescribe tools for the respective trade specification for the mentioned tools to be provided by the service provider. These tools will become the property of the youth workers after the completion of the program (ref. SL 11.06.01)                                                                                                                                                                                                                                             | Item        | 2 person<br>Once off | R6,000.00   | R 6 000.00                        |
|       | Total cost carried to summary page. subtotal                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |             |                      |             | R273 822.74                       |

**SUMMARY PAGE**

**BID FOR THE  
PLUMBING REPAIRS, HIGH PRESSURE CLEANING, MAINTENANCE  
OF  
BLOCKED DRAINS AND SEWER LINES  
INCLUDING  
CCTV EQUIPMENT TO DETECT THE CAUSE OF BLOCKAGES  
WITHIN  
THE JURISDICTION OF JHB R/O FOR A PERIOD OF 24 MONTHS  
IN  
GAUTENG PROVINCE**

**SUMMARY**

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

|    |                       |                |
|----|-----------------------|----------------|
| 1. | Amount for Annexure A | R_____         |
| 2. | Amount for Annexure B | R_____         |
| 3. | Amount for Annexure C | R_____         |
| 4. | Amount for Annexure D | R_____         |
| 5. | Amount for Annexure E | R_____         |
| 6. | Amount for Annexure F | R_____         |
| 7. | Amount for Annexure G | R_ R273 822.74 |

Sub-total R\_\_\_\_\_

Add: Value-added Tax (VAT) R\_\_\_\_\_

Total carried forward to BID Form R\_\_\_\_\_

TENDERER'S SIGNATURE: \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

# JOHANNESBURG REGIONAL OFFICE JURISDICTION

- ZONE 1 40 KM RETURN
- ZONE 2 80 KM RETURN
- ZONE 3 120 KM RETURN
- ZONE 4 180 KM RETURN

