

BID DOCUMENT



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

INVITATION TO BID FOR THE SERVICE, REPAIRS AND MAINTENANCE OF to HVAC Systems and Associated Equipment STATE BUILDINGS AND COMPLEXES

FOR THE APPOINTMENT OF A 36 MonthsTerm CONTRACT IN THE WESTERN CAPE REGION

BID NO: CPT YT16/22

AREA 5

Name of BIDDER:

ISSUED BY:
THE DIRECTOR-GENERAL
DEPARTMENT OF PUBLIC WORKS

Prepared by: **CHIEF WORKS MANAGER**

INDEX:**PAGES**

| | |
|--|---------|
| 1. DPW Forms: | |
| i) PA-04 (EC): Notice and Invitation to Tender | 1 - 4 |
| ii) PA-11: Declaration of Interest and Bidder's Past Supply Chain Management Practices | 1 - 5 |
| iii) PA-15.1: Resolution of Board of Directors | 1 - 2 |
| iv) PA-15.2: Resolution of Board of Directors to Enter into Consortia or Joint Ventures | 1 - 2 |
| v) PA-15.3: Special Resolution of Consortia or Joint Ventures | 1 – 3 |
| vi) PA-29: Certification of Independent Bid Determination | 1 - 4 |
| vii) PA-40: Declaration of Designated Groups for Preferential Procurement | 1 - 2 |
| viii) DPW-07(EC): Form of Offer and Acceptance | 1 – 4 |
| ix) DPW-09 (EC): Particulars of tenderer's projects | 1 - 2 |
| x) PA-16: Preference points claim form in terms of the preferential procurement regulations 2017 | 1 - 5 |
| xi) DPW-16 (EC): Site Inspection Meeting Certificate | 1 |
| xii) PA-36: Local Content Declaration with Annexures C, D & E | 1-4 |
| xii) PA-10(FM): Facilities Management Conditions of Contract | 1 – 18 |
| 2. The DTI: Guidance Document for the Calculation of Local Content | 1 - 15 |
| 3. Important Notice | |
| 4. Scope of Work | 1 |
| 5. Special Conditions of Contract | 2 – 37 |
| 6. Schedule of Prices | 1 – 11 |
| 7. Departmental Jobcard | 10 |
| 8. Details of Areas | 11 - 12 |
| 9. Tender's Details | 13 – 16 |
| 10. Bidder Quality Performance Evaluation | 1 |
| 11. Health and Safety Specification for Year Tender and Maintenance/Service Contracts | 1 – 11 |
| 12. CIDB Standard for Developing Skills through Infrastructure Projects | 1 - 19 |

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

| | |
|-----------------------|--|
| Project title: | 36 Month Term Contract: Maintenance/Service/Repairs to HVAC Systems and Associated Equipment: Area 5 |
|-----------------------|--|

| | | | |
|--------------------------|--------------|-------------------------|-----------------------------|
| Tender no: | CPT YT 16/22 | Reference no: | |
| Advertising date: | 30/09/2022 | Closing date: | 26/10/2022 |
| Closing time: | 11:00AM | Validity period: | 84 calendar days (12 Weeks) |

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **6 ME or 6 ME*** or higher.

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

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

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

2. RESPONSIVENESS CRITERIA

2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive responsiveness criteria are eligible to submit tenders. 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, fully 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 (DPW-07 EC): Form of Offer and Acceptance. |
| 5 | <input type="checkbox"/> | Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017. |
| 6 | <input checked="" type="checkbox"/> | Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors. |
| 7 | <input checked="" type="checkbox"/> | Submission of DPW-09 (EC): Particulars of Tenderer's Projects. |
| 8 | <input checked="" type="checkbox"/> | Submission of DPW-16 (EC): Site Inspection Meeting Certificate |
| 9 | <input type="checkbox"/> | Submission of record of attending compulsory virtual bid clarification / site inspection meeting. |
| 10 | <input type="checkbox"/> | Submission of DPW-21 (EC): Record of Addenda to tender documents |
| 11 | <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. |

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".

Page 1 of

10

For Internal & External Use

Effective date: 21 July 2022

Version: 2022/08

Tender no: Insert and press "Tab"

| | | |
|----|-------------------------------------|---|
| 12 | <input type="checkbox"/> | The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender. |
| 13 | <input type="checkbox"/> | Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 |
| 14 | <input checked="" type="checkbox"/> | Tenders to comply with the pre-qualification criteria on paragraph 3 for Preferential Procurement as follows: refer for Annexure A attached |
| 15 | <input checked="" type="checkbox"/> | Attendance of compulsory site briefing meeting |
| 16 | <input type="checkbox"/> | |
| 17 | <input type="checkbox"/> | |
| 18 | <input type="checkbox"/> | |

2.2 Administrative responsiveness criteria

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"/> | Submission of (PA-11): Bidder's disclosure. |
| 4 | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement. |
| 5 | <input checked="" type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). |
| 6 | <input checked="" type="checkbox"/> | Submission of DPW-15 (EC): Schedule of proposed sub-contractors |
| 7 | <input type="checkbox"/> | The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request. |
| 8 | <input checked="" type="checkbox"/> | Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes. |
| 9 | <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. |
| 10 | <input checked="" type="checkbox"/> | Submission of (PA-19): Preference points claim form in terms of the Preferential Procurement Regulations 2017. |
| 11 | <input type="checkbox"/> | |
| 12 | <input type="checkbox"/> | |
| 13 | <input type="checkbox"/> | |
| 14 | <input type="checkbox"/> | |
| 15 | <input type="checkbox"/> | |

| | | |
|----|--------------------------|--|
| 15 | <input type="checkbox"/> | |
|----|--------------------------|--|

Tender no: CPT YT 16/22

3. PRE-QUALIFICATION CRITERIA

Preferential procurement: *Applicable*

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

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

Functionality: *Applicable*

Note: All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.

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

| | |
|--|-------------------|
| Minimum functionality score to qualify for further evaluation: | 50 |
| Functionality criteria: | Weighting factor: |



| | |
|--|-----------|
| <p>A) EXPERIENCE:</p> <p>Bidders must furnish adequate proof of successfully completed project(s) within the past 10 years (2012 – 2022).i.e. Repairs, Service and Maintenance to HVAC Plant and Associated Equipment with a minimum project value of R1.5 million per project listed on the DPW-09 form. The bidder must attach appointment letter(s) from the Employer with a clear project description, contract value and period with completion certificate(s) or reference letter(s).</p> <p>Only projects completed prior to the closing date will be considered.</p> <p>The proof that the bidder provide in this category must be aligned to the list of projects submitted on the DPW-09. Failure to provide information on the DPW-09 or provide information regarding the bidder's experience will lead to no scoring of points in this criteria.</p> <p>The projects listed on the DPW-09 will be used to score the bidder on quality. Scoring: 5 projects and above = 5 points 4 projects = 4 points 3 projects = 3 points 2 projects = 2 points 1 project = 1 point</p> | <p>20</p> |
| <p>B) QUALITY</p> <p>References listed on the DPW-09 shall be used to obtain the quality of work. The alignment of criteria number 1 (experience) will be used for scoring of quality.</p> <p>References listed on the DPW-09 will be used to obtain the quality of work. Bidders must provide contactable references (inclusive of contact person and his/her contact details). The bidder must forward/submit the standard template (QP-01) attached in the tender document to the referees to complete as listed on the DPW09 and it must be signed and stamped. The duly completed, signed and stamped QP-01 form must be attached to the tender document and submitted on/or before closing date.</p> <p>(The projects submitted for experience, quality / QP-01 must correspond with projects listed on the DPW-09). The bidder must submit quality form for each project listed on the DPW-09. If the bidder submit more than one quality form with different ratings, an average will be used to score the bidder in this category. Failure to submit quality forms (QP-01) will lead to no scoring of points in this criteria. Scoring: Excellent = 5 points Good = 4 Points Satisfactory = 3 points Average = 2 points Poor = 1 point</p> | <p>10</p> |
| <p>C) RESOURCES - PREMISES (WORKSHOP)</p> <p>The bidder must have a functional workshop. Bidders must provide with the tender document proof of ownership (title deed) of an existing workshop or a lease agreement of workshop (signed by both the lessor and lessee and must be valid for the duration of the contract) or a signed letter of intent to establish the workshop. The bidder will be given 7 calendar days to establish the workshop if awarded the tender.</p> <p>Scoring: 3 points – Letter of intent 5 points – proof of ownership or lease agreement</p> | <p>20</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".

| | |
|--|--------------------------|
| <p>D) RESOURCES - VEHICLES (LDV's/Double, Single and Extended Cabs)</p> <p>The bidder must provide proof of 5 vehicles in order to cover the following Municipalities: Cape Metropolitan Districts</p> <p>The bidder must provide one of the following as proof of vehicles:</p> <ol style="list-style-type: none"> 1). Copy of ENatis print out of vehicles registration with the director's name or company name. 2). A letter of intent to lease or buy. The bidder will be given 7 calendar days to lease or buy the vehicle (s) if awarded the tender. 3). A lease agreement signed by both parties (the lessee and lessor). The lease agreement must be valid for the duration of the contract. <p>Scoring: 5 points – proof of ownership or lease agreement 3 points – letter of intent</p> | <p>20</p> |
| <p>E) RESOURCES - QUALIFIED STAFF (HVAC QUALIFICATION)</p> <p>The bidder must submit an Accredited Air-conditioning or Refrigeration Mechanic trade test certificate with a minimum 3 years experience in this field. Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points. The bidder must attach the comprehensive CV (s) of staff with certified certificate (s) - certified by the Commissioner of Oath.</p> <p>i) Air-conditioning or Refrigeration Mechanic</p> <p>1 qualified Air-conditioning or Refrigeration Mechanic = 1 point 2 qualified Air-conditioning or Refrigeration Mechanics = 2 points 3 qualified Air-conditioning or Refrigeration Mechanics = 3 points 4 qualified Air-conditioning or Refrigeration Mechanics = 4 points 5 qualified Air-conditioning or Refrigeration Mechanics = 5 points</p> | <p>15</p> |
| <p>F) RESOURCES - QUALIFIED STAFF (MECHANICAL/ELECTRICAL)</p> <p>The bidder must submit an accredited trade test certificate for trades listed below with a minimum 3 years experience in this field. Only South African Citizens will be allowed to work in this project due to the Department dealing with National Key Points. The bidder must attach the comprehensive CV (s) of staff with certified certificate (s) - certified by the Commissioner of Oath.</p> <p>i) Mechanical/Electrical Artisan: Boilermaker or Welder or Mechanical Fitter or Millwright or Electrician</p> <p>1 qualified Mechanical/Electrical Artisan = 1 point 2 qualified Mechanical/Electrical Artisans = 2 points 3 qualified Mechanical/Electrical Artisans = 3 points 4 qualified Mechanical/Electrical Artisans = 4 points 5 or more qualified Mechanical/Electrical Artisans = 5 points</p> | <p>15</p> |
| | |
| | |
| | |
| | |
| <p>Total</p> | <p>100 Points</p> |

Tender no: CPT YT 13/22

4. BID EVALUATION METHOD

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

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".

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

5. 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.

5.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 10 (from 2012 to 2022) years.

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

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

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 (from 2012 to 2022) years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past 10 years as per

Tender no: CPT YT 16/22

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

5.2 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.

Tender no: CPT YT 16/22

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

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".

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.

6. 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 30% Mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender. | Not applicable |
| (b) | Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Not applicable |
| (c) | Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Not applicable |
| (d) | Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Not applicable |
| (e) | cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Not applicable |
| (f) | cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract. | Not applicable |
| (g) | DPWI National Youth Service training and development programme (NYS) – Condition of Contract. | Not applicable |
| (h) | Labour Intensive Works – Condition of Contract. | Not applicable |
| (i) | CIDB Standard for Developing Skills through Infrastructure Projects Government Gazette 36760 of 23 August 2013 for official version, June 2020 version 2. www.gpwonline.co.za | Applicable |

Tender no: CPT YT 16/22

| | |
|-----|--------|
| (j) | Select |
|-----|--------|

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".

Page 8 of

10

For Internal & External Use

Effective date: 21 July 2022

Version: 2022/08

7. COLLECTION OF TENDER DOCUMENTS

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address ROOM 941, 9th floor, Customs House, Foreshore, Cape Town. A non-refundable bid deposit of R 500 is payable (cash only) on collection of the bid documents.

8. 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 **compulsory**

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

| | | | |
|------------------------------|--|-----------------------|----------|
| Venue: | 3rd Floor, Dome, Customs House, Foreshore, Cape Town | | |
| Virtual meeting link: | N/A | | |
| Date: | 18/10/2022 | Starting time: | 11:00 am |

9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

| | | | |
|------------------------------|-----------------------------|----------------------|------------|
| DPWI Project Manager: | Mfumaneko Mzondi | Telephone no: | 0214022427 |
| Cellular phone no: | | Fax no: | |
| E-mail: | Mfumaneko.Mzondi@dpw.gov.za | | |

10. 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.

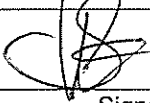
All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Tender no: CPT YT 16/22



| | | |
|--|-----------|--|
| Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 9027 CAPE TOWN 8000 Attention: Procurement section: Room 941 | OR | Deposited in the tender box at: MAIN ENTRANCE GROUND FLOOR, CUSTOMS HOUSE HEERENGRACHT, FORESHORE CAPE TOWN |
|--|-----------|--|

11. COMPILED BY:

| | | |
|-------------------------|---|------------|
| MFUMANEKO MZONDI |  | 2022/09/29 |
| Name of Project Manager | Signature | Date |



Annexure A: Item 14 of 2.1 Responsive Criteria [Refer To PA-04(EC)]

Tenderers to comply with the pre-qualification criteria on paragraph 2.1.5 (level 1 or 2) for Preferential Procurement as follows:

- a) *A valid copy of the bidder's BBB-EE certificate OR*
- b) *A valid copy of the bidder's "Sworn Affidavit" attested by the commissioner of Oath as prescribed by the BBB-EE Codes of Good Practice.*

The Date of deponent and date of Commissioner of Oath must correspond or be the same; financial year end must be indicated, according to The Broad-Based Black Economic Empowerment Practice Guide 01 Of 2018, Determining The Validity of a Broad-Based Black Economic Empowerment Verification Certificate, B-BBEE Certificate and Sworn Affidavit paragraph 17(i)
- c) *A valid copy of BBB-EE issued by the DTI will be accepted*
- d) *A valid copy of a BBB-EE Verification Certificate / a sworn affidavit and a BBB-EE Certificate issued by the Companies and Intellectual Property Commission (CIPC) will be accepted*
- e) *A trust, consortium or joint venture must submit a consolidated BBB-EE status Level Certificates together with the bids. Failure to submit the consolidated BBB-EE will lead to disqualification of the bid.*

NB: Failure to submit any of the above will result in disqualification of bids as this is a pre-qualification criteria.

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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-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:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

For Internal Use

Effective date 20 September 2021

Page 1 of 6
Version: 2021/01

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

2. DEFINITIONS

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

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003):

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

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

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

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

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

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

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

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number
:

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

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".

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

1.

2.

.....

SIGNATURE(S) OF BIDDER(S)

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

.....

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".

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

| | | | |
|-----------------------|--|----------------------|--|
| Project title: | 36 Month Term Contract: Maintenance/Service/Repairs to HVAC Systems and Associated Equipment: Area 5 | | |
| Bid no: | CPT YT16/22 | Reference no: | |

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| Solenoid Valve 3/8" | 70% |
| Solenoid Valve 1/2" | 70% |
| Solenoid Valve 5/8" | 70% |
| Solenoid Valve 7/8" | 70% |
| Schrader/Charging Valve 1/4" With Copper Tail | 70% |
| 134A Expansion valve | 70% |
| F22 Expansion Valves | 70% |
| 404/507 Expansion Valves | 70% |
| 134A Expansion valve – External | 70% |
| F22 Expansion Valves – External | 70% |
| 404/507 Expansion Valves – External | 70% |

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|-----------------|--------------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of (name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

| | | | | |
|-------------|-------------------------------|--|--|---|
| (C1) | Tender No. | CPT YT16/22 | | |
| (C2) | Tender description: | 36 Month Term Contract: Maintenance/Service/Repairs to HVAC Systems and Associated Equipment: Area 5 | | (C7) Specified local content % |
| (C3) | Designated product(s) | Valves Products and Actuators | | 70% |
| (C4) | Tender Authority: | National Department of Public Works & Infrastructure | | |
| (C5) | Tendering Entity name: | | | |
| (C6) | Tender Exchange Rate: | Pula <input style="width: 50px;" type="text"/> | EU <input style="width: 50px;" type="text"/> | GBP <input style="width: 50px;" type="text"/> |

| Calculation of local content | | | | | Tender summary | | |
|------------------------------|---|--------------------------------|-------------------------|---|---|--------------|----------------------------|
| Tender item no's | List of items | Tender price - each (excl VAT) | Exempted imported value | Tender value net of exempted imported content | Imported value | Local value | Local content % (per item) |
| <i>(C8)</i> | <i>(C9)</i> | <i>(C10)</i> | <i>(C11)</i> | <i>(C12)</i> | <i>(C13)</i> | <i>(C14)</i> | <i>(C15)</i> |
| 7.01 | Solenoid Valve 3/8" | | | | | | |
| 7.02 | Solenoid Valve 1/2" | | | | | | |
| 7.03 | Solenoid Valve 5/8" | | | | | | |
| 7.04 | Solenoid Valve 7/8" | | | | | | |
| 11.02 | Schrader/Charging Valve 1/4" With Copper Tail | | | | | | |
| 12.01 | 134A Expansion valve | | | | | | |
| 12.02 | F22 Expansion Valves | | | | | | |
| 12.03 | 404/507 Expansion Valves | | | | | | |
| 12.04 | 134A Expansion valve – External | | | | | | |
| 12.05 | F22 Expansion Valves – External | | | | | | |
| 12.06 | 404/507 Expansion Valves – External | | | | | | |
| | | | | | | | |
| | | | | | (C20) Total tender value R (C21) Total Exempt imported content R (C22) Total Tender value net of exempt imported content R | | |

| | |
|---|---|
| Signature of tenderer from Annex B | |
| | (C23) Total Imported content R (C24) Total local content R (C25) Average local content % of tender |

Date: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

| | | | | | |
|------|------------------------|--|--|-----|---------|
| (D1) | Tender No. | | | | |
| (D2) | Tender description: | 36 Month Term Contract: Maintenance/Service/Repairs to HVAC Systems and Associated Equipment: Area ... | | | |
| (D3) | Designated Products: | Valves Products and Actuators | | | |
| (D4) | Tender Authority: | National Department of Public Works & Infrastructure | | | |
| (D5) | Tendering Entity name: | | | | |
| (D6) | Tender Exchange Rate: | Pula | | EU | R 9,00 |
| | | | | GBP | R 12,00 |

Note: VAT to be excluded from all calculations

A. Exempted imported content

| A. Exempted imported content | | | | Calculation of imported content | | | | | | Summary | |
|-----------------------------------|---------------------------------|----------------|-------------------|--|----------------------|------------------------|--------------------------------|---|----------------------------|------------|-------------------------|
| Tender item no's | Description of imported content | Local supplier | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Exchange Rate | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Exempted imported value |
| (D7) | (D8) | (D9) | (D10) | (D11) | (D12) | (D13) | (D14) | (D15) | (D16) | (D17) | (D18) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| (D19) Total exempt imported value | | | | | | | | | | | R 0 |

| | |
|-----------------------------------|-----|
| (D19) Total exempt imported value | R 0 |
|-----------------------------------|-----|

**This total must correspond with
Annex C - C 21**

B. Imported directly by the Tenderer

| B. Imported directly by the Tenderer | | | | Calculation of imported content | | | | | | Summary | |
|--|---------------------------------|-----------------|-------------------|--|-------------------------|------------------------|--------------------------------|---|----------------------------|------------|----------------------|
| Tender item no's | Description of imported content | Unit of measure | Overseas Supplier | Foreign currency value as per Commercial Invoice | Tender Rate of Exchange | Local value of imports | Freight costs to port of entry | All locally incurred landing costs & duties | Total landed cost excl VAT | Tender Qty | Total imported value |
| (D20) | (D21) | (D22) | (D23) | (D24) | (D25) | (D26) | (D27) | (D28) | (D29) | (D30) | (D31) |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| (D32) Total imported value by tenderer | | | | | | | | | | | R 0 |

| | |
|--|-----|
| (D32) Total imported value by tenderer | R 0 |
|--|-----|

C. Imported by a 3rd party and supplied to the Tenderer

[illegible]

| | |
|---|-----|
| (D45) Total imported value by 3rd party | R 0 |
|---|-----|

D. Other foreign currency payments

| D. Other foreign currency payments | | | Calculation of foreign currency payments | | Summary of payments |
|------------------------------------|-----------------------------------|----------------------|--|-------------------------|-------------------------|
| Type of payment | Local supplier making the payment | Overseas beneficiary | Foreign currency value paid | Tender Rate of Exchange | Local value of payments |
| (D46) | (D47) | (D48) | (D49) | (D50) | (D51) |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

Signature of tenderer from Annex B

| | |
|--|-----|
| (D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above | R 0 |
|--|-----|

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1) Tender No. _____

(E2) Tender description: 36 Month Term Contract: Maintenance/Service/Repairs to HVAC Systems and Associated Equipment: Area ...

(E3) Designated products: Valves Products and Actuators

(E4) Tender Authority: National Department of Public Works & Infrastructure

(E5) Tendering Entity name: _____

Note: VAT to be excluded from all calculations

| Local Products (Goods, Services and Works) | Description of items purchased | Local suppliers | Value |
|---|--------------------------------|-----------------|-------|
| | (E6) | (E7) | (E8) |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| (E9) Total local products (Goods, Services and Works) | | | R 0 |

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

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

| | | | |
|------------------------|---|---------------|--|
| Project title: | 36 Month Term Contract: Maintenance/Service/Repairs to HVAC Systems and Associated Equipment: Area 5 | | |
| Tender / Quotation no: | CPT YT16/22 | Reference no: | |

OFFER

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

36 Month Term Contract: Maintenance/Service/Repairs to HVAC Systems and Associated Equipment: Area 5

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 words): | |
| Rand in figures: | R |

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"

Tender / Quotation no: CPT YT16/22

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

SIGNED FOR THE TENDERER:

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

WITNESSED BY:

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

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

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

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

SECURITY OFFERED:

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

(2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes ☐ No ☐

(3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

(4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

(5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes ☐ No ☐

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

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

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

Tender / Quotation no: CPT YT16/22

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

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Registration No of Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

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

The terms of the contract are contained in:

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

Part C2 Pricing data

Part C3 Scope of work

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

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

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

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

For the Employer:

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

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

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

Tender / Quotation no: CPT YT16/22

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

WITNESSED BY:

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

Schedule of Deviations

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

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

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

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

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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: CPT YT16/22

Name of Tenderer ☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

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

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

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

¹ EME: Exempted Micro Enterprise
² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: CPT YT16/22

2. DECLARATION:

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

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

Signed by the Tenderer

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

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

| | | | |
|------------------------|--|------------------|------------|
| Project title: | 36 Month Term Contract: Maintenance/Service/Repairs to HVAC Systems and Associated Equipment: Area 5 | | |
| Tender / quotation no: | CPT YT16/22 | Closing date: | 31/10/2022 |
| Advertising date: | 30/10/2022 | Validity period: | 84 days |

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

1.1. Current projects

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

Tender no: **CPT YT16/22**

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 |



DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

| | | | |
|------------------------|---|---------------|--|
| Project title: | 36 Month Term Contract: Maintenance/Service/Repairs to HVAC Systems and Associated Equipment: Area 5 | | |
| Tender / Quotation no: | CPT YT16/22 | Reference no: | |
| Closing date: | 27/10/2022 | | |

This is to certify that I, _____ representing

_____ in the capacity of

_____ visited the site on: **10/10/2022**

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.

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

| | | |
|----------------------------|-----------|------|
| | | |
| Name of DPW Representative | Signature | Date |



public works
& infrastructure
Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

SCOPE OF WORK

This contract is limited for the maintenance/repairs to HVAC (Heating, Ventilation and Cooling) Systems that is Domestic & Light Commercial air-conditioning plant, Refrigeration Plant and associated equipment during normal working hours as required by the Department within the area mentioned elsewhere.

No scheduled servicing of any installations shall be carried out unless written instruction is received from Regional Representative.

Service/Maintenance/Repairs/ Replacements shall be carried out only upon the Bidder receiving instruction to do so in the manner as described in the Special Conditions of Contract

Heating, ventilation and air-conditioning systems, which include the following covered under this contract shall be deemed to include:

1. Room air-conditioning units with air cooled condensers
2. Split type air-conditioners
3. Computer Room Air-conditioning
4. Central High Volume Air-conditioning Systems
5. Central Heating Systems
6. Package type units
7. BMS Systems
8. Refrigeration Units (Fridges, Coldrooms & Freezers)
9. Refrigeration pipework
10. Fans and attenuators
11. Electric motors
12. Air filters
13. Duct work
14. Air terminals
15. Noise and vibration
16. Painting and cleaning
17. Labelling and identification.
18. Heat Exchangers

All types, makes, sizes and model number of equipment will be included.

All equipment/parts/materials used shall be genuine.

The contractor shall be capable of effecting the necessary repairs and overhauling etc to the above-mentioned types.

The use of sub-contractors shall be limited to electronic components and/or controls forming an integral part of the HVAC system.

Preference will be given to local manufactured products and materials. Only in the event of non-available local products, will consideration be given to foreign products. The contractor will notify the Department in writing with all relevant documentation and obtain authorization prior to purchasing. Also these products are to comply with latest ISO standards applicable and our relevant SANS regulations.

The Department may when necessary, utilize the contractor for other engineering related work that falls outside the above-mentioned scope. This will only be in cases where the contractor is deemed to have the necessary resources and expertise to perform the work required.

Note: Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

- 1.1 This Contract shall be valid for a period of **thirty six (36) months** commencing from the date of the letter of acceptance (DPW07EC).
- 1.2 This is a fixed scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.
- 1.3 Should the Contract be renewed for a further period of 12 months the same conditions contained herein shall apply.
- 1.4 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

2. THE BID DOCUMENT

- 2.1 The pages of this Bid document are numbered consecutively. The Bidder shall, before submitting his Bid, check the number 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 if this Bid document contains any obvious errors, the Bidder shall obtain a directive, in writing, from the Department.
- 2.1.1 The text of this Bid document and other documents, as prepared by the Department, shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be accepted.

3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT

In the event of any dispute arising regarding this contract, the matter shall be referred to Director of Supply Chain Management (DD SCM), whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.

- 3.1 Unit: The unit of measurement for each item.
- 3.2 Quantity: The provisional number of items.
- 3.3 Rate: The agreed unit rate per item.
- 3.4 Amount: The product of the quantity and the agreed rate for an item.
- 3.5 Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.
- 3.6 Plant & Equipment: Scaffolding, cherry picker trucks, earthmoving equipment etc
- 3.7 Call- out(assessment): First visit to site after receiving a complaint and will include labour and all related cost assessing the job.

- 3.8 Client Department : All other government departments, i.e. SA Police Service, Correctional and Justice Department, SA Defence and Others, hereafter referred to as "User Department"

4. APPLICABLE LEGISLATION AND STANDARDS

Should there be any discrepancy between these Special Conditions of Contract and the Conditions of Contract (PA 10 FM), the former shall take preference.

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

- 4.1 Occupational Health Safety Act: Act No. 85 of 1993.
- 4.2 Municipal By-laws and any special requirements of the Local Authority.
- 4.3 South African National Standards or the equivalent,
- 4.4 The latest Automatic Sprinkler Investigation Bureau Rules.
- 4.5 The Local Municipal Gas Regulations.
- 4.6 Conditions of Tender: Form PA 10 FM.
- 4.7 Tenderers Additional Particulars.
- 4.8 All Sections of, and Addenda to, the Specification.
- 4.9 Standard Specification for Kitchen Equipment (PW 351)
- 4.10 General Electrical Specification Parts A, B & C (PW 354)
- 4.11 Specification of Materials and Methods to be Used (PW371)
- 4.12 Standard Specification for Air Conditioning and Ventilation Installations (STS 1)
- 4.13 Standard Specification for Refrigeration Services (STS 2)
- 4.14 Standard Specification for Steam Boiler Installations (STS 3)
- 4.15 Standard Specification for Electrical Installations and Electrical Equipment Pertaining to Mechanical Services (STS 5)
- 4.16 Best industry practice to the appropriate and technical standards,
- 4.17 Requirements of the appropriate professional bodies or institutions, including guidance notes and codes of practice where applicable.

Copies of the said standard specifications (PW & STS documents) may be viewed or downloaded from the DPW website at
www.publicworks.gov.za/documents/consultants

The Bidder shall study these documents and acquaint himself with the contents thereof, **BEFORE SUBMITTING THE BID DOCUMENT** as no claims in this regard will be entertained.

5. PROVISIONAL QUANTITIES

All quantities in this Bid document are provisional and inserted in order to obtain competitive Bids. The Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the tariffs for any item. Payment shall be as set out in clauses herein.

6. SCOPE OF CONTRACT

- 6.1 This contract is for the maintenance/repairs as per schedule 1 as mentioned on in

properties, namely official quarters, living quarters and messes in military, correctional services and police bases, Prestige, state buildings, state housing, etc. as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.

- 6.2 The Department of Public Works reserves the right to enter into new contracts for major Repairs and Renovations, Capital Works or any other maintenance or repair works in any complex or building covered in the area of this contract. The work included in such new contracts will automatically be excluded from the contract.
- 6.3 The Department intends appointing one successful Service Provider per area.
- 6.4 The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them. Thus the successful tenderer do not have the right to all projects/works/orders in the region it bid for.
- 6.5 The Department will not appoint the same Service Provider for more than one area per discipline. This will be done in the interest of spreading work between more Service Providers. The Department will only appoint the same Service Provider with more than one area per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimate Price range for the area Bided.
 - 6.5.1 All Bids will be Evaluated, Scored, the Highest scoring Bidder will be awarded 1(one) area, that is if the Department sees no risks that may affect service delivery.
 - 6.5.2 **When a contractor is the highest scoring bidder in all areas the first area will be recommended to that Bidder, the next highest scoring bidder will be recommended for the next area and so on, however the Department may take into consideration other factors for recommending a bidder such as:**
 - 6.5.2.1 the bidder's performance on current and previous work,
 - 6.5.2.2 the bidder's ability to handle large volumes of work
 - 6.5.2.3 any other risks that the bidder may pose that may affect service delivery
 - 6.5.3 **The Department reserves the right to negotiate the price with the successful bidder.**
 - 6.5.4 **Sound commercial principles will underlie all transactions. There will be no compromise on quality, delivery, service, SHE or any other commercial or technical requirements. The cost of preferential procurement must not exceed 25% of the market range (Average of all Bids received) for transactions below 50M or 11% for transactions above 50M.**
- 6.6 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 6.7 The Bidder shall supply all consumable material such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials and chemicals etc. necessary for the proper performance of the repairs. **No claims for**

consumable material will be accepted.

- 6.8 Where repairs are required to specialized items of equipment the Bidder 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 he makes use of their services.

7. VALUE ADDED TAX

All rates and prices entered in this tender document must be Nett, i.e. exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

8. RATES AND PRICES

- 8.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper execution of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 8.2 Unit rates entered into the Schedule 2 of Quantities:
- 8.2.1 *shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently, costing to include the possibility that the emergency work to go into overtime as this cannot be claimed later.*
- 8.2.2 *must allow for the removal of the existing defective item or part, and for supply and fixing of the new items inclusive of material, labour, waste, transport, all expendable material such as oil, grease and cleaning material and equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work.*
- 8.3 Term contract rates shall remain fixed for the duration of the Term Contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT and for monthly fuel tariffs as stipulated by the Department of Transport.
- 8.4 The prices in the Schedule of Prices are for the supply of items/materials only. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 8.5 There are no P&Gs, escalation or variation orders as this is applicable under Projects.
- 8.6 This is purely a maintenance term contract valid for three years only.
- 8.8 As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the two year, it may exceed or be less than the offered amount on the

Bid.

- 8.8.1 National Department of Public Works Regional Office Cape Town cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer of acceptance.
- 8.8.2 The text of this BID document and other documents as prepared by the Department shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder shall be accepted.
- 8.9 **The Department reserves the right to disqualify bid offers which incorporate unit rates that are non-market related, nominal and nil or unbalanced.**
All items to be priced in the price Bill and to be of a competitive price.

NOTE:

Once rates are calculated and found that calculation error has been made whatsoever the Department will not give you the opportunity to rectify this error and will disqualify the Bid (Schedule or Non-Schedule) No unauthorized amendment shall be made to the Schedule of Rates or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates is not properly completed, the tender will be rejected.

9. VEHICLES AND TRANSPORT COSTS

- 9.1 The type of vehicles required for this service is specified in the table below.

Category C:

All Double Cabs (4x2 and 4x4)

4x4 Light Delivery Vehicles

4x4 Single/ Extended Cabs

PETROL

| Engine Category | Persal Ref no. | Private | Sub Scheme A | Sub Scheme C |
|-------------------|----------------|---------|--------------|--------------|
| Up to 2000 | LV2000P | 466.5 | 214.6 | 45.7 |
| 2001 to 2500 | LV2500P | 602.8 | 325.1 | 54.1 |
| 2501-3500 | LV3500P | 719.7 | 393.1 | 57.8 |
| Greater than 3500 | LV3501P | 791.4 | 404.1 | 71.9 |

DIESEL

| Engine Category | Persal Ref no. | Private | Sub Scheme A | Sub Scheme C |
|-------------------|----------------|---------|--------------|--------------|
| Up to 2000 | LV2000D | 543.6 | 268.0 | 69.3 |
| 2001 to 2500 | LV2500D | 624.9 | 285.2 | 70.8 |
| 2501-3500 | LV3500D | 684.4 | 291.7 | 77.4 |
| Greater than 3500 | LV3501D | 851.8 | 409.7 | 126.7 |

- 9.2 Transport cost will be calculated from the district's main post office to the site specified. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.

- 9.3 The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the repairs, therefore no claims for delivery cost or transport cost to collect material or equipment shall be accepted

- 9.4 The Department will only pay for transport costs (per kilometer) as specified by the Department of Transport under Category C for Vehicles with petrol engine category 2501-3500 (Private). The bidder's rates for transport in the bid document shall be based on the latest fuel tariffs as specified by the Department of Transport for the above-mentioned category at the time the bid advertisement closes.

- 9.5 Once the contract is awarded the bidder shall up invoicing, use the fuel tariffs specified by the Department of Transport based on the month he has performed work. In other words if he has performed work in September 2022, then he will use the fuel tariffs as specified by the Department of Transport for September 2022.
- 9.6 The bidder shall attach a copy or copies of the fuel tariffs to each claim. If work is performed over various months on the same job then the bidder shall claim the kilometer rate based on the month he worked. Travel claims for each month worked should be clearly indicated on the bidder's invoice. This must be noted on his jobcards as well. A copy of the fuel tariff/s that should be attached to each invoice.

Monthly fuel tariffs are available on the Department of Transport Website:
www.transport.gov.za

10. **ACCESS TO PREMISES**

The Bidder undertakes to:

- 10.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.
- 10.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- 10.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 10.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- 10.5 Comply with all By-laws and requirements of the Local Authority.
- 10.6 Carry out repairs during normal working hours and emergency repairs during weekend and public holidays when required.

11. **ACCESS CARDS TO SECURITY AREAS**

- 11.1 Should the work fall within a security area, the Bidder shall obtain, either from the S.A. National Defence Force, S.A. Police or User Department, access cards for his personnel and employees who work within such an area.
- 11.2 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, Correctional Services, S.A. Police Service, Prestige or Ministerial complexes.

Only RSA identity documents will be accepted on site.

12. **SECURITY CHECK ON PERSONNEL**

- 12.1 The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the S.A. Police Service may require the Bidder to have his personnel or a certain number of them security classified.
- 12.2 In the event of either the Department, the Chief of S.A. National Defence Force or

the Commissioner of the S.A. Police Service requesting the removal of a person or persons from the site for security reasons, the Bidder shall do so forthwith and the Bidder 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.

13. TRAINED STAFF

- 13.1 The Bidder shall use competent trained staff directly employed and supervised by himself.
- 13.2 Bidders shall satisfy the Department in all respects that their Artisans/Technicians are suitably qualified to carry out the specified repairs covered by this contract. Certified copies of qualifications (not older than 3 months) to be attached with this document.
- 13.3 Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary. The Bidder's premises will be inspected for plant, equipment and general good management before contracts are awarded.

14. DRESS CODE

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

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

15. MATERIAL OF EQUAL QUALITY

- 15.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.
- 15.2 Parts will be installed and connected to the supplier's specification. Where original spares are no longer available, it shall be brought to the attention of the Department, together with a proposal for the replacement or modification of the item to insure continued serviceability.
- 15.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.
- 15.4 The serial numbers of original and new components such as motors, compressors etc., shall be entered on job cards and invoices submitted for payment.

- 15.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.

16. REDUNDANT MATERIAL, RUBBISH AND WASTE

All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition. The Bidder will be required to submit pictures of the redundant/waste material upon request.

17. FRAUDULENT CONDUCT

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect invoices, and any references listed in the National Treasury Regulations.

18. EXECUTION OF REPAIRS

- 18.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a Technical report with an estimate of the cost of the work concerned to the Regional Representative and on receipt of instructions to that effect put the work in hand. The technical report must be supported with photos to give an indication of the repairs required **and include a motivation for replacement of parts.**
- 18.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers invoice plus mark-up in the case of non-scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work.
- 18.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.
- 18.4 If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.

18.4.1 NOTE: RESPONSE TIME:

The Contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of emergency repairs in accordance with clause 21 of this contract.

19. MANAGEMENT AND EXECUTION OF WORK

- 19.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- 19.2 Take adequate precautions to prevent damage to buildings, to fittings and

furnishing inside the premises and elsewhere on site;

- 19.3 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 19.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- 19.5 Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including week-ends and public holidays.
- 19.6 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.
- 19.7 Make suitable arrangements regarding the signing of job cards / Ebis forms with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and NO invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.
- 19.8 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.
- 19.9 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.
- 19.10 Only specialized services to be sub-contracted.
- 19.11 All maintenance and repairs shall be executed by competent personnel in the most timesaving and effective manner possible. The Contractor shall at all times have adequate resources available to perform all functions required of him. Resources shall include labour, specialist expertise, tools, test equipment, consumable material, spare parts, operation and maintenance manuals, drawings, and other documentation in order to keep down-time to an absolute minimum. Faulty items must be repaired immediately and returned to the Contractor's stock holding. All tools and equipment required to perform repairs and maintenance shall be supplied by the Contractor, and shall remain his property when the contract lapses.

20. FORCE MAJEURE

"Force Majeure" shall mean any circumstances not within the reasonable control of either party, including but not limited to Acts of God, inclement weather, flood, lightning, fire, industrial action, lockouts, highways authorities, or other competent authority, act of terrorism, war, military operations or riot. If the bidder is hindered or prevented from performing his obligations under the contract by Force Majeure, such party shall not be liable for failure to perform such obligations, provided that: The bidder shall immediately give written notice to the Department of Public Works Regional Manager/ Regional Facilities manager of the reason for the fault or

delay and a plan to recover for lost time in order to perform the required service as soon as is practicable.

Upon cessation of the event of Force Majeure, the bidder shall notify the Department of the cessation and recommences its contractual obligations as soon as practicable.

If as a result of Force Majeure the performance by the bidder of his obligations under the contract is only partially affected, the bidder shall nevertheless remain liable for the performance of those obligations not affected by Force Majeure.

21. OFFICIAL INSTRUCTION FOR REPAIRS

- 21.1 An official instruction for each repair shall be issued to the Bidder. *The Bidder may not accept any instruction from the User Department and/or its employer, or enter into any negotiations with the User Department in regard to any work to be done.*
- 21.2 Instructions for repairs may only be issued to Bidders by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.
- 21.3 No payments shall be made for work executed without the necessary written authority.
- 21.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.
- 21.5 *The contractor may not proceed with any new repairs unless all invoices pertaining to prior work done to, or in respect of, the same facility/installation/machinery/equipment/ component have been duly submitted to the Department for payment.*

22. EMERGENCY REPAIRS

- 22.1 **For purposes of this Bid document emergency services shall mean work which, in the opinion of the Department, must be carried out without any undue delay, notwithstanding that it may have to be done during normal working hours, Saturday, Sunday and Public Holidays, within time frames as above.**
- 22.2 Emergency repairs after hours may be executed with only receipt of an official complaint (CPT) number and only on the telephonic instruction of the Control Works Manager of this Department.
- 22.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.
- 22.4 Only breakdowns which affect public health or the operation and safety of sensitive equipment (Refrigeration, Fresh Water Pumps, Sewerage Pumps, IT Equipment in

Laboratories, Access Control, power failure to complexes and buildings, security related defects, etc.) shall be treated as emergency repairs. Breakdowns involving personal comfort will not be considered as emergency repairs unless authorised as such by the Regional Representative of this Department.

22.5 The Work Completion Certificate:

The Work Completion Certificate (a copy is attached to this document) shall be completed on site immediately after work has been completed and the client is satisfied. Work Completion Certificates shall be submitted to the respective Works Managers on a weekly basis. **An invoice will not be processed if no Works Completion Certificate has been submitted.**

23. JOB CARDS ("M" FORMS) FOR REPAIRS

- 23.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.
- 23.2 Job Cards shall be completed in all respects for each and every repair work. Complete a separate job card for every day the service is rendered. Job cards will indicate "job still in progress" and the final job card will indicate "job completed".
- 23.3 The Job Card must be completed legibly in black ink after completion of each repair.
All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.
- 23.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.
- 23.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.
- 23.6 Failure to comply with the above could delay payment.
- 23.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card.
(No job card will be accepted should the above not be completed)
- 23.8 No Photocopied Job Cards will be accepted under any circumstances with invoicing.
- 23.9 Having blank or incomplete Job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract
- 23.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.
- 23.11 **NOTE:** All job cards (hours spent) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.

24. SUBMISSION OF SUPPLIER'S INVOICES (NON SCHEDULED REPAIRS)

- 24.1 Bidders shall submit a certified copy of the supplier's tax invoice (SAPS certified), attached to their accounts in respect of non-scheduled items purchased for such repairs.
- 24.2 Descriptions like "1 x compressor" or "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.
- 24.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.
- 24.4 The bidder shall include on all his invoices the following details when installing cameras, DVR's, NVR's, Smoke Detectors, Fire Sprinklers, Intercoms, Zone Panels etc:
- 24.4.1 Make and model and type
 - 24.4.2 Location: building/complex, room number, floor number, zone etc
 - 24.4.3 A certificate of compliance, where applicable, shall be supplied to the client and the Department where services, installations/upgrades and modifications were done.
- 24.5 The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the Department;
- 24.5.1 Must be on a Company Letter Head;
 - 24.5.2 The words 'tax invoice' in a prominent place;
 - 24.5.3 The name, address and registration number of the supplier;
 - 24.5.4 The name and address of the recipient;
 - 24.5.5 An individual serialized invoice number and the date upon which the tax invoice is issued;
 - 24.4.6 Description of the goods or services supplied;
 - 24.4.7 The quantity or volume of the goods or services supplied;
 - 24.4.8 Either-
 - i) The value of the supply, the amount of tax charged and the consideration for the supply; or
 - ii) Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

NOTE

- 24.5 Prices must be clear with no corrections; no tippex must be used on any documentation.
- 24.6 The supplier's address and contact details must be clear and current (contactable)
- 24.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.

- 24.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.
- 24.9 The Department has the right to scrutinize all supplier's invoices. Prices for items supplied and services rendered shall be market related.

25. INVOICES FROM BIDDER

- 25.1 Invoices for services rendered, must be accompanied by Job Cards, official instruction and suppliers invoices for non-scheduled items claimed for. The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original tender document by means of the page and item numbers e.g. 2/26 (page 2, item 26)
- 25.2 The following information is required on the layout of an invoice:
- 25.2.1 Invoice must be on company's letterhead;
 - 25.2.2 Invoice must be addressed to DPW;
 - 25.2.3 Invoice must have invoice date and number;
 - 25.2.4 If charge for VAT, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
 - 25.2.5 Invoice must indicate, (address) where service was rendered;
 - 25.2.6 CPT reference and order numbers must appear on invoice;
 - 25.2.7 Full description of work been carried out;
 - 25.2.8 The name and email address of the respective Works Manager handling the specific service.
- 25.3 Services to equipment:
- 25.3.1 Services can be cancelled at the Department's discretion.
 - 25.3.2 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.
 - 25.3.3 Services completed without call centre complaint will not be paid by the Department
 - 25.3.4 The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPW Official.
 - 25.3.5 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process with the invoice that is from the first inspection to the completion of the work.
 - 25.3.6 When the bidder has done a service to any equipment he/she shall indicate on the invoice "**SERVICE**" in bold and larger font or highlighted.
 - 25.3.7 Tick sheets for maintenance of HVAC plants and equipment (see Addendum A to J) to be completed and attached to invoices. The checklists detail the work to be carried out as part of the service/maintenance work of each piece of equipment list in the Addendums. The contractor must tick each and every box corresponding to a maintenance action. The Contractor provide the client with a copy of the tick sheet upon completion of work.

26. PAYMENT TO CONTRACTORS

- 26.1 Invoices can be submitted weekly or monthly, but it is requested from the Bidders to submit invoices frequently not later than 7 days after completion of a job.
- 26.2 Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.
- 26.3 Bidders are also urged to submit all outstanding invoices within six (6) months after completion of this contract.
- 26.4 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.
- 26.5 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.
- 26.6. **NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.**
- 26.7 The successful bidder's administration must be in order.
This implies that all the outstanding invoices for work done for the Department must be submitted before the awarding of the contract.
Failure to do so may lead to not being awarded a contract

27. PROFIT ON MATERIAL

Percentage mark-up is allowed on non-scheduled material only and shall be the percentage as rated in schedule two. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. The mark-up ceiling shall not exceed 15%.

28. HOURS OF WORK

The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department.

29. EXECUTION OF WORK BY OTHERS

Although this tender includes day-to-day repairs to all Government Buildings under the jurisdiction of this Department, the respective User Departments who are responsible for minor repairs, reserves the right to carry out such minor repairs by others.

30. RESTRICTION ON THE USE OF LABOUR

- 30.1 Where possible and practical Bidders are to make allowance for on-site training of un-skilled basic mechanical work.

- 30.2 EXPANDED PUBLIC WORKS PROGRAM: NATIONAL YOUTH SERVICE (EPWP NYS) - The bidder shall incorporate 5% of the Tender estimate (VAT exclusive) plus excess for costs (services rendered by bidder) into the pricing schedules for the EPWP NYS program. See National Youth Service Additional Specification attached. These apply to those tenders with estimates above R10million.
- 30.3 The CIDB Standard for Developing Skills through Infrastructure Projects forms part of this tender. Further details is explained in the attached document. The CIDB skills development will be managed by the relevant Human Resources official of the Department. The successful bidder will be briefed by the HR official upon award of the tender with respect to this program.

31. MARKING OF EQUIPMENT

The Bidder shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique, issued by the Department and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position, but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.

32. SUBMISSION OF PROGRESS REPORTS

The Bidder shall be required to provide the Department with a progress report on a weekly basis of all services that are in progress and of those completed. The progress report shall include the status of each job i.e. "completed" or in "progress" as well the completion date or expected completion date and reasons for delay. The progress report can either be submitted individually to each respective Works Manager or as one report with a breakdown highlighting each Works Manager's work. The progress reports must be submitted every Friday or the preceding day if it falls on a public holiday. Job Cards for completed work should also be scanned and emailed to the respective works managers on a weekly basis. The progress report shall be submitted in the format as indicated below:

| CPT NUMBER | CURRENT STATUS (IN PROGRESS OR COMPLETED) | DATE COMPLETED OR ESTIMATED COMPLETION DATE | INVOICE AMOUNT OR ESTIMATED AMOUNT | COMMENTS |
|------------|---|---|------------------------------------|----------|
| | | | | |
| | | | | |

33. COMPUTER SOFTWARE, PASSWORDS, LICENCES

On any system where computers are used, the Contractor shall, as part of the Contract, supply to the Department licensed and documented copies of all additional or modified software used. Removable disks needed to reload the system to fully operational level in the event of a complete breakdown of the system, or for installation on a new or alternative computer system, must be supplied. The software shall include the operating system, application software, utility software and specific programs written for the system. Where programs are compiled the source files must be handed to the Department.

Installation and start-up procedures shall be clearly set out and documented. Whenever changes are made to the software, the Contractor shall supply the Department with a new set of back-ups of the software that underwent the changes. Software may only be changed with the written permission from the Department, and the reasons for proposed changes shall be fully motivated in writing. Before any changes are made, the original software shall be copied by the Contractor to removable media, which shall be handed over to the Department.

Should passwords be used on any system, the highest level of passwords shall be handed to the Department in a sealed envelope, and should any changes to the passwords be made, the new passwords shall be handed to the Department in a sealed envelope by the Contractor.

The Contractor shall also supply the Department with anti-virus protection software, which shall be loaded onto the system by the Contractor, and shall be updated by the Contractor, as new versions become available in the market. The protection software shall be memory resident and shall warn the user the moment a virus is detected.

The Tenderer shall allow in his Tender for any reformatting of the hard disk drives which may become necessary, reloading of back-up software and testing of the system once the backup software has been loaded.

The documentation and back-up software must be handed over to the Regional Representative upon completion of the restoration phase of the Contract.

All software installed by the contractor at all state-owned facilities prior to and during this contract shall become the ownership of the Department. The contractor shall provide the Department and the user department (client) with a copy and of the software, licences and passwords.

34. IMPORTANT NOTICE IN TERMS OF THE OHS ACT

In order to correctly evaluate and reconcile this tender document in terms of the Construction Regulations for submission purposes, you are advised to obtain a copy of the following documents.

- a) Health and Safety Specification
- b) Occupational Health and Safety Act, 1993 (ACT 85 of 1993)

35. TRAINING OF OPERATION STAFF

The bidder shall provide training (if required and when necessary) to operational staff/personnel in order for them to acquaint themselves with the operation of the systems. This also includes a set of operating instructions, which shall be mounted in the control rooms in the building and which shall be in a location and of a quality approved by the Regional Representative.

The bidder may claim for the time taken to train personnel/operational staff. The bidder shall submit the list of names and contact details of the trainees along with their invoices.

36. DISCLAIMER/EXIT CLAUSE

36.1 SHOULD THE APPOINTED CONTRACTOR NOT PERFORM OR DEFAULTS ON SERVICE DELIVERY WITHIN THE FIRST THREE MONTHS THE DEPARTMENT RESERVES THE

RIGHT TO TERMINATE THE CONTRACT AND RECOVER THE DIFFERENCE IN PRICE BETWEEN THE CONTRACTOR IN DEFAULT AND THE NEXT CONTRACTOR RECOMMENDED TO CONTINUE WITH THE CONTRACT, (WHERE APPLICABLE).

- 36.2 IN THE ABSENCE OF DOCUMENTS APPLICABLE TO THIS CONTRACT, THE SERVICE PROVIDER IS REQUIRED TO USE THE SANS (South African National Standards) DOCUMENTATION, OHS ACT AND ANY OTHER APPLICABLE STANDARDS.**

37. CALL CENTER

The Department 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 contracts in respect of the times frames to react to the required service delivery. The successful Bidder shall comply with these times frames and report close calls (service completed) on a weekly basis as above.

- 38. The successful bidder shall establish his workshop within the region/area awarded to him within two (2) months of the date of award.**

39. LOCAL CONTENT

- 39.1** The SABS approved technical specification number SATS 1286:2011 and the Guidance on the Calculation of Local Content together with Local Content Declaration Templates [Annex C: Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C) are accessible to all potential tenderers on **the dti's** official website <http://thedti.gov.za/industrialdevelopment/ip.jsp> at no cost

- 39.2** The Declaration Certificate for Local Production and Content (SBD / MBD 6.2) together with the Annex C (Local Content Declaration: Summary Schedule) must be completed, duly signed and submitted by the tenderer at the closing date and time of the tender.

- 39.3** The rates of exchange quoted by the tenderer in paragraph 4.1 of the Declaration Certificate will be verified for accuracy.

39.4 AUTHORIZATION LETTERS

- 39.4.1** If during the contract period, the quantity of required items cannot be wholly sourced from South African (SA) based manufacturers and/ or at stipulated local content threshold at any particular time, tenderers / suppliers should obtain written authorization from **the dti** to supply the remaining portion of the items at a lower local content threshold. The **dti**, in consultation the procuring organ of state, will grant authorization on a case-by-case basis and will consider the following:

- a) required volumes in the particular tender;
- b) available collective SA industry manufacturing capacity at that time;
- c) delivery times;
- d) availability of input material and components;
- e) security of supplies and emergencies;
- f) technical considerations including operating conditions;
- g) localisation plans aimed at establishing and/or increasing local manufacturing capacity; and
- h) replacement of components on the existing infrastructure (where applicable) in order to honour the warranties and guarentees.

39.4.2 Specifications, design standards, material availability, technology choices and volumes are some of the main causes of authorizations.

39.4.3 The tender information / relevant information must be provided on the tenderer's / supplier's letterhead when requesting an authorization letter:

- a) Procuring entity;
- b) Tender / contract description
- c) Tender reference number
- d) Closing date of tender
- e) Detailed specifications of items for which the exemption is requested for (kindly attach specifications)
- f) Products/inputs/components to be imported
- g) Reasons for request
- h) Supporting letters from local bidders' suppliers and manufacturers

39.4.4 The turn-around time for processing of authorization requests is 5 working days from the date of receipt.

IMPORTANT NOTICE

THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE

END OF THE SPECIAL CONDITIONS OF CONTRACT

ADDITIONAL CONDITIONS

UNDER NO circumstances may the Bidder make use of Government employees to assist them on site to load/off load appliances. Failure to comply will lead to corrective steps being taken against him. The Department cannot accept responsibility for any injuries being sustained by government employees as a result of the Bidder not complying with this condition.

ACCESS TO THE SITE/S WILL BE DENIED FOR BIDDERS NOT COMPLYING.

Bidders must be careful not to damage any part of the building, curtains, carpets etc. during the execution of the work, as all damages arising from the work will be made good at the Bidder's expense to the satisfaction of the supervising officer.

ASSOCIATED ELECTRICAL WORK

The Contractor may be required to undertake repairs to electrical work associated with control systems, starters, motors and engine protection equipment including power conductors.

NOTE:

All such work shall be carried out by, or under the supervision of a Licensed Electrician only and all work done shall comply with the Standard Wiring Regulations, S.A.B.S. 0142, as well as the Department's Standard Specification for Electrical Equipment and Installations for Mechanical Services, Issue VIII, 1984.

All electrical work falls within the scope of this document and is the responsibility on the main contractor.

NATIONAL YOUTH SERVICE ADDITIONAL SPECIFICATION

The following Specification is divided into the following compliance categories that must be fulfilled:-

1. EPWP NYS Specification
2. EPWP Reporting requirements
3. DPW Projects Branding
- SL Employment and Training of Youth Participants on the Expanded Public Works Programme (EPWP) Infrastructure Projects: National Youth Service (NYS)

1. **EPWP NYS SPECIFICATION**

CONTENTS

| | |
|---------|--|
| SL 01 | SCOPE |
| SL 02 | TERMINOLOGY AND DEFINITIONS |
| SL 03 | APPLICABLE LABOUR LAWS |
| SL 04 | EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP |
| SL 05 | EMPLOYER'S RESPONSIBILITIES |
| SL 06 | PLACEMENT OF RECRUITED YOUTH PARTICIPANTS |
| SL 07 | TRAINING OF YOUTH PARTICIPANTS |
| SL 08 | PARTICIPANTS (YOUTH PARTICIPANTS) SELECTION CRITERIA |
| SL 09 | CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR |
| SL 10 | PROVINSIONAL RATES OF PAY |
| SL 11 | MEASUREMENTS AND PAYMENT |
| EXAMPLE | EPWP-NYS EMPLOYMENT AGREEMENT |

SL 01. SCOPE

This project is part of the Expanded Public Works Programme (EPWP) and aims to train young people and provide them with practical work experience under the National Youth Service (NYS) training. Youth aged between 18 and 35 will be recruited through EPWP processes and be trained in skills relevant to the work that will be done on this project.

The training of the youth employed will have to be conducted by an accredited Training Service Provider contracted by a contractor in conjunction with EPWP processes (where EPWP NYS Coordinator will give guidance). The contracted Training Service Provider will have at all times provide the Contractor with an update on youth training each have received.

The Contractor will be required in both training and on site exposure to employ all of the youth for a minimum period of 9 months. Furthermore the Contractor will be required to avail services of an adequately qualified foreman/ supervisor specifically for EPWP NYS youth Participants to act as their construction mentor for the duration of on site training. The contractor may not be required to employ all youth in the programme at the same time, but may phase the youth throughout the project, as long all youth will receive their minimum duration stated earlier.

This specification contains the standard terms and conditions for Participants employed in elementary occupations and training on a Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to person's permanent employed in the supervision and management of a SPWP.

SL 02. TERMINOLOGY AND DEFINITIONS

SL 02.01 TERMINOLOGY

- | | |
|----------|---|
| 02.01.01 | "SPWP" – The Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the Participants on these projects are entitled to formal training, which will be provided by an accredited training provider/s appointed (and funded) by the Department of Public Works through contracted Contractor. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities. |
| 02.01.02 | "EPWP" – Expanded Public Works Programme, a National Programme of South Africa Government, approved by Cabinet. |
| 02.01.03 | "NYS" – National Youth Service means a structured skills development programme aimed to capacitate youth. |

SL 02.02 DEFINITIONS

- | | |
|---------|--|
| 02.02.1 | "Employer" – means any Department employing Participants to work in elementary occupations on a SPWP; |
| 02.02.2 | "Client" – means the Department of Public Works. |
| 02.02.3 | "Participants" – a recipient/s of National Youth Service programme who benefits through participation in an elementary occupation on a SPWP. |
| 02.02.4 | "department" – means any department of the State, implementing agent or contractor; |
| 02.02.5 | "elementary occupation" – means any occupation involving unskilled or semi-skilled work; |
| 02.02.6 | "management" – means any person employed by a department or implementing agency to administer or execute a SPWP; |
| 02.02.7 | "task" – means a fixed quantity of work; |
| 02.02.8 | "task-based work" – means work in which a Participant is paid a fixed rate for performing a task; |
| 02.02.9 | "task-rated Participant" – means a Participant paid on the basis of the number of tasks completed; |

02.02.10 "time-rated Participant" – means a Participant paid on the basis of the length of time worked

02.02.11 "Service Provider" – means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 03. APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below, shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled Participants.

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semi-skilled Participants undertake

SL 04. EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP

SL 04.01 TERMS OF WORK

04.01.01 Participants on a SPWP are employed on a temporary basis.

04.01.02 A Participant may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

04.01.03 Employment on a SPWP does not qualify as employment and a Participant so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

SL 04.02 NORMAL HOURS OF WORK

04.02.01 An employer may not set tasks or hours of work that require a Participant to work–

- (i) more than forty hours in any week
- (ii) on more than five days in any week; and
- (iii) for more than eight hours on any day.

04.02.02 An employer and a Participant may agree that the Participant will work four days per week. The Participant may then work up to ten hours per day.

04.02.03 A task-rated Participant may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

04.02.04 Every work is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the Participant ends work on one day until the time the Participant starts work on the next day.

SL 04.03 MEAL BREAKS

04.03.01 A Participant may not work for more than five hours without taking a meal break of at least thirty minutes duration.

04.03.02 An employer and Participant may agree on longer meal breaks.

04.03.03 A Participant may not work during a meal break. However, an employer may require a Participant to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another Participant. An employer must take reasonable steps to ensure that a Participant is relieved of his or her duties during the meal break.

04.03.04 A Participant is not entitled to payment for the period of a meal break. However, a Participant who is paid on the basis of time worked must be paid if the Participant is required to work or to be available for work during the meal break.

SL 04.04 DAILY REST PERIOD

Every Participant is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the Participant ends work on one day until the time the Participant starts work on the next day.

SL 04.05 WEEKLY REST PERIOD

Every Participant must have two days off every week. A Participant may only work on their day off to perform work which must be done without delay and cannot be performed by Participants during their ordinary hours of work ("emergency work").

SL 04.06 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

04.06.01 A Participant may only work on a Sunday or public holiday to perform emergency or security work.

04.06.02 Work on Sundays is paid in terms of Basic Conditions of Employment Act rate of pay.

04.06.03 A task-rated Participant who works on a public holiday must be paid –

- (i) the Participants daily task rate, if the Participant works for less than four hours;
- (ii) double the Participants daily task rate, if the Participant works for more than four hours.

04.06.04 A time-rated Participant who works on a public holiday must be paid –

- (i) the Participants daily rate of pay, if the Participant works for less than four hours on the public holiday;
- (ii) double the Participants daily rate of pay, if the Participant works for more than four hours on the public holiday.

SL 04.07 SICK LEAVE

04.07.01 Only Participants who work four or more days per week have the right to claim sick-pay in terms of this clause.

04.07.02 A Participant who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the Participant has worked in terms of a contract.

04.07.03 A Participant may accumulate a maximum of twelve days' sick leave in a year.

04.07.04 Accumulated sick-leave may not be transferred from one contract to another contract.

04.07.05 An employer must pay a task-rated Participant the Participants daily task rate for a day's sick leave.

SPECIAL CONDITIONS OF CONTRACT

Page 23 of 37

- 04.07.06 An employer must pay a time-rated Participant the Participants daily rate of pay for a day's sick leave.
- 04.07.07 An employer must pay a Participant sick pay on the Participants usual payday.
- 04.07.08 Before paying sick-pay, an employer may require a Participant to produce a certificate stating that the Participant was unable to work on account of sickness or injury if the Participant is –
- (i) absent from work for more than two consecutive days; or
 - (ii) absent from work on more than two occasions in any eight-week period.
- 04.07.09 A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- 04.07.10 A Participant is not entitled to paid sick-leave for a work-related injury or occupational disease for which the Participant can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SL 04.08 MATERNITY LEAVE

- 04.08.01 A Participant may take up to four consecutive months' unpaid maternity leave.
- 04.08.02 A Participant is not entitled to any payment or employment-related benefits during maternity leave.
- 04.08.03 A Participant must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- 04.08.04 A Participant is not required to take the full period of maternity leave. However, a Participant may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (i) A Participant may begin maternity leave:–
 - 1. four weeks before the expected date of birth; or on an earlier date;
 - 2. if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the Participant or that of her unborn child; or
 - 3. if agreed to between employer and Participant; or
 - 4. on a later date, if a medical practitioner, midwife or certified nurse has certified that the Participant is able to continue to work without endangering her health.
- 04.08.05 A Participant who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- 04.08.06 A Participant who returns to work after maternity leave, has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.

SL 04.09 FAMILY RESPONSIBILITY LEAVE

- 04.09.01 Participants, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances:–
- i. when the employee's child is born;
 - ii. when the employee's child is sick;
 - iii. in the event of the death of:–
 - 1. the employee's spouse or life partner
 - 2. the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.10 STATEMENT OF CONDITIONS

- 04.10.01 An employer must give a Participant a statement containing the following details at the start of employment:–
- i. the employer's name and address and the name of the SPWP;
 - ii. the tasks or job that the Participant is to perform;
 - iii. the period for which the Participant is hired or, if this is not certain, the expected duration of the contract;
 - iv. the Participants rate of pay and how this is to be calculated;
 - v. the training that the Participant may be entitled to receive during the SPWP.
- 04.10.02 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- 04.10.03 An employer must supply each Participant with a copy of the relevant conditions of employment contained in this specification.
- 04.10.04 An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

SL 04.11 KEEPING RECORDS

- 04.11.01 Every employer must keep a written record of at least the following –
- i. The Participant/s employment contract;
 - ii. Payments (proof of payments) made to each Participant.
 - iii. Certified copy of an Identity Document
 - iv. Signed monthly attendance registers
 - v. in the case of a task-rated Participant, the number of tasks completed by the Participant;
 - vi. in the case of a time-rated Participant, the time worked by the Participant;
- 04.11.02 The employer must keep this record for a period of at least three years after the completion of the SPWP.

SL 04.12 PAYMENT

- 04.12.01 The Participants shall be remunerated monthly in terms of the amount agreed upon by Ministerial Determination 4 and paid monthly on the day agreed upon with the contractor.
- 04.12.02 Payment must be made through electronic fund transfer (EFT) into Participant bank account.
- 04.12.03 An employer must give a Participant the following information in writing –

- i. the period for which payment is made;
- ii. the number of tasks completed or hours worked;
- iii. the Participants earnings;
- iv. any money deducted from the payment;
- v. the actual amount paid to the Participant.

04.12.04 After the Participant is paid s/he must acknowledge receipt of payment by signing payment register.

04.12.05 If a Participants employment is terminated, the employer must pay all monies owing to that Participant within one month of the termination of employment.

SL 04.13 DEDUCTIONS

04.13.01 An employer may not deduct money from a Participants payment unless the deduction is required in terms of a law.

04.13.02 An employer who deducts money from a Participants pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.

04.13.03 An employer may not require or allow a Participant to:-

- i. repay any payment except an overpayment previously made by the employer by mistake;
- ii. state that the Participant received a greater amount of money than the employer actually paid to the Participant;

SL 04.14 HEALTH AND SAFETY

04.14.01 Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to in accordance to Occupational Safety and Health Act no 85 of 1993

04.14.02 A Participant must:

- i. work in a way that does not endanger his/her health and safety or that of any other person;
- ii. obey any health and safety instruction; in accordance to Occupational Safety and health Act no 85 of 1993
- iii. use any personal protective equipment or clothing issued by the employer;
- iv. report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

04.14.03 Employers must conduct occupational medical examination fitness test.

SL 04.15 COMPENSATION FOR INJURIES AND DISEASES

04.15.01 It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.

04.15.02 A Participant must report any work-related injury or occupational disease to their employer or manager.

04.15.03 The employer must report the accident or disease to the Compensation of Injuries and Diseases Act Commissioner within 07 days.

04.15.04 An employer must pay a Participant who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months.

04.15.05 The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

SL 04.16 TERMINATION

04.16.01 The employer may terminate the employment of a Participant provided he has a valid reason and after following existing termination procedures.

04.16.02 A Participant will not receive severance pay on termination.

04.16.03 A Participant is not required to give notice to terminate employment. However, a Participant who wishes to resign should advise the employer in advance to allow the employer to find a replacement.

04.16.04 A Participant who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the Participant may be re-engaged if a position becomes available for the balance of the 24-month period.

04.16.05 A Participant who does not attend required training events, without good reason, will have terminated the contract. However, the Participant may be re-engaged if a position becomes available for the balance of the 24-month period.

SL 04.17 CERTIFICATE OF SERVICE

04.17.01 On termination of employment, a Participant is entitled to a certificate stating:-

- i. the Participants full name;
- ii. the name and address of the employer;
- iii. the SPWP on which the Participant worked;
- iv. the work performed by the Participant;
- v. any training received by the Participant as part of the SPWP;
- vi. the period for which the Participant worked on the SPWP;
- vii. any other information agreed on by the employer and Participant.

SL 05. EMPLOYER'S RESPONSIBILITIES

The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

05.01 formulate and design a contract between himself/ herself and each of the recruited youth Participants, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);

- 05.02 screen and select suitable candidates for employment from the priority list of youth Participants provided by the Umsobomvu Youth Fund (UYF);
- 05.03 ensure that the recruited youth Participants are made available to receive basic life skills training which will be conducted and paid for by the Umsobomvu Youth Fund;
- 05.04 ensure that all youth Participants receive instruction on safety on site prior to them commencing with work on site;
- 05.05 ensure that all youth Participants are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- 05.06 assist in the identification and assessment of potential youth Participants to undergo advanced technical training in respective trades;
- 05.07 test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- 05.08 provide all youth Participants with the necessary protective clothing as required by law for the specific trades that they are involved in.
- 05.09 provide overall supervision and day-to-day management of youth Participants and/or sub-contractors; and
- 05.10 ensure that all youth Participants are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth Participant.

SL 06. TRAINING OF YOUTH PARTICIPANTS

SL 06.01 PREAMBLE

The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes encourages:-

- 06.01.01 optimal use of locally-based labour in a Special Public Works Programme (SPWP);
- 06.01.02 a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- 06.01.03 the empowerment of individuals and communities engaged in a SPWP through the provision of training.

SL 07. BENEFICIARY (YOUTH PARTICIPANTS) SELECTION CRITERIA

The youth Participants of the programmes should preferably be non-working individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP-NYS.

In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.

Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 80% of persons working on a programme not being from local communities.

Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.

- 07.01 *The proposed targets as set out in sub clauses should accommodate:-*
 - (i) 100% youth from 18 to 35 years of age;
 - (ii) 60% women;
 - (iii) 2% disabled.

SL 08. PROVINSIONAL RATES OF PAY

The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

It is stipulated that youth Participants on the EPWP-NYS receive a minimum Stipend per day whilst on off-site and on-site training in ALL provinces. The Stipend means and referred to a claim of a progressive work based experiential training and exposure of any Participant in EPWP-NYS programme. The progressive work referred to a productive days work relevant or similar in nature to the required training standards received by Participant/s and of any relevant cost to be claimed. The failure in compliance in that particular day work will be at a contractors cost remunerated within the required Building Industrial Councils rate of pay.

SL 09. PAYMENT FOR TRAINING ON YOUTH PARTICIPANTS

SL 09.01 (TARGET:- NUMBER OF

YOUTH PARTICIPANTS)

09.01.01 Orientation and Life Skills

Orientation and Life Skills development training for youth Participants for an average of set days per youth Participant is necessary at inception of the project once all recruitment processes are exhausted. All youth Participants are entitled to undergo life skills training.

Training on this life skills module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the Training Service Provider so that the timeframe of the

training is aligned with the construction works schedule and the demand for Participants.

09.01.02 Technical skills training

Technical skills training for youth Participants for an average of set days per youth Participant is necessary immediately once they conclude their life Skills training. The Employer shall assist in identifying youth Participants for further training. The youth Participant/s will undergo further technical training to prepare them for opportunities as semi-skilled labourers. Such training will comprise of an off-site theoretical component and practical training on-site.

The contractor will be responsible to supervise and appoint appropriate supervision that will act as mentor on Participants for on-site practical work based experiential exposure. The programme will consist of accredited theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. The Youth Participants will be entitled to full training programme completion once all training modules are completed.

SL 010. PAYMENT REDUCTION

Payment reduction due to not meeting the training target, then as per the contractual penalties obligations of the contract will be applicable up until such time the requirements are met. The contractual penalties obligations is referred to as is detailed in the contractual arrangements between the contractor and DPW. The payment reduction means no other or alternative clause that will substitute the contractual penalties obligations.

SL 011. PROFIT AND ATTENDANCE

The profit and attendance referred to means a line item mark-up percentage of any services rendered within the re-measured progressive claims to DPW by a contractor. The payment conditions is that a proof be provided in the claim processing of the services rendered and of that cost incurred. The cost incurred means and referred to a periodical or once off proof of payment on any direct or indirect procured services in the EPWP-NYS training bill of quantity where their expenses are charged against line item provisional sums. The line items are set to have a mark-up/ profit value as a separate profit and attendance item to accommodate administration cost and transaction cost where necessary including any other cost incurred activities to render the service complete.

SL 012. PAYMENT FOR TRAVELLING OFF AND ON-SITE TRAINING

The unit of measurement for travelling shall be the cost for the youth Participant off or on-site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices. The unit of measurement for travelling shall be the amounts in Rand from a particular transport service taxi. The tendered percentages will be paid to the contractor on the value of each payment pertaining to the travelling to cover contractor's expenses in this regard.

SL 013. EMPLOYMENT OF YOUTH PARTICIPANTS THAT ARE PAID STIPEND

Employment of youth Participants on the-job training shall provide youth Participants with on and off-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth Participants and shall identify potential youth Participants for skills development programmes. The unit of measurement shall be the number of youth Participants at an EPWP-NYS Stipend rate per day as the amount agreed by Ministerial Determination multiplied by the period employed in that particular month.

The rate tendered shall include full compensation for all costs associated with the employment of youth Participants and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 9 months minimum appointment for youth Participants. The submission of attendance registers by contractor to DPW is very critical as they are the source leading to training monitoring, transactions and auditing. The attendance registers will be used as a source to quantify eligibility of productive due days for payment.

SL 014. PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH PARTICIPANTS

The youth Participant/s will each be supplied with 2 sets of EPWP branded overalls, 1 set of EPWP branded hard hat and 1 set of Safety Boots. Youth Participant/s colour of their overall/s should be orange (top and bottom) as per DPWP corporate identity on branding specification with the exception on Correctional Services contracts where the overalls should be blue (top and bottom). An amount has been provided in the Schedule of Quantities under this sub-item for the supply of EPWP designed protective clothing by the contractor.

It is the responsibility of the contractor to purchase or to delegate to its Training Service Provider for the purchase of Participant/s protective clothing. The sets of protective clothing as stated will be provided once and if a need arise to replace for whatever reasons such cost will be recovered from those in need for second set outside the provisional sums arrangement in the contracted bill of quantities.

SL 015. PROVISION OF SMALL TOOLS FOR YOUTH PARTICIPANTS

The contractor will provide or delegate to its training Service Provider all youth Participants with prescribed tools for their respective service areas/ trades. The specification for the mentioned tools to be provided by the Training Service Provider. The tools will become the property of the youth Participant after the completion of the programme.

The contractor together with Training Provider need to provide youth Participants with relevant training tools during their stay within respective training venues/ areas. The tools provide particular on site must be under the control and supervision of the contractor's responsibility.

SL 016. APPOINTMENT OF YOUTH PROJECT TRAINING COORDINATOR (TEAM LEADER/S)

The appointment of Youth Project Training Coordinator/s (PTC) for the duration of the programme will be determine in the inception of the project. The Youth PTC will be appointed in agreement with EPWP-NYS and will act as Participant Liaison Office to facilitate and coordinate the training programme between the youth Participants, Training Provider, the contractor and EPWP-NYS Office (Maximum ratio is 1:30 –

Youth PTC to Youth Participants). The coordination of the training programme as the core function of EPWP NYS will require PTC to monitor and report on compliance issues of work based access, experiential exposure and mentoring on site.

The item rate shall include full compensation for the cost of liaising with all relevant stakeholders on all issues regarding the training. The Youth PTC will assist in administration and promotion of fair, transparent, reliable and competitive private procurement processes and keep/ update documentation. The Youth PTC is required to processes and keep Stipend transaction records among other roles and give inputs on progress work claims, verifications for payments and final accounts.

SL 017. LIAISON WITH SERVICE PROVIDER

The tendered rate shall include full compensation for the cost of liaising with the Service Provider and Social Facilitators on all issues regarding the youth Participants training works.

SL 018. LOGISTICS FOR EXIT WORKSHOP

The tendered rate shall include full compensation for the cost of liaising with the relevant Service Providers for the arrangements of all learner profiling and exit workshop events. The items range from catering, clothing, venue hire and decoration and entertainment items, etc.

SL 019. REPORTING REQUIREMENTS

The Project must be registered on the NDPW EPWP reporting system by the public Body and report on:-

- SL 019.01** Certified copy of participants' id (not later than 3 months at the time of system enrolment),
- SL 019.02** Beneficiary contract need to be uploaded on the system when registering a project for EPWP compliance.
- SL 019.03** The contractor is required to submit monthly beneficiary reports (Annexure B), which are to be attached to payment certificates and invoices as per attached Reporting Templates.
- SL 019.04** The contractor needs to ensure that participants are registered under workman's compensation and that UIF is deducted for EPWP beneficiaries.
- SL 019.05** Payment shall only be processed once compliance with EPWP and other Reporting requirements has been proven.
- SL 019.06** The reported information must be accompanied by:-
 - 1. Copies of ID (once off) when participants contracted,
 - 2. Beneficiary Contract of Employment (once off),
 - 3. Attendance registers (monthly) and
 - 4. Proof of Payment (monthly)
- SL 019.07** All copies of these documents should be kept safe on site for the duration of the contract for Audit purpose.

ADDENDUM A – SERVICING OF AIRCONDITIONING UNITS

| | | |
|--|------------|-----------|
| AIR-CONDITIONING UNITS | | |
| BI-ANNUAL SERVICE AND TESTING | | |
| CLIENT NAME:.....COMPLEX NAME:..... | | |
| BUILDING NUMBER:.....FLOOR:..... LOCATION:..... | | |
| DATE: DPW REF. NO:..... | | |
| DESCRIPTION OF WORK | YES | NO |
| GENERAL OPERATION | | |
| 1 Clean filters, replace if required | | |
| 2 Inspect air intake and discharge for blockages | | |
| 3 Check all refrigerant, drainage pipes for damaged and leaks | | |
| 4 Check sightglass: clear or flash gas | | |
| 5 Carry out visual inspection of condenser coil for blockages and correct operation of fans | | |
| 6 Carry out visual inspection of evaporator coil for blockages and correct operation of supply fan | | |
| 7 Check enclosure for damages | | |
| 8 Check electric motor running temperatures | | |
| 9 Check electric connections for tightness | | |
| 10 Test thermostat and control operation | | |
| 11 Clean condensate tray and test drainage for proper operation | | |
| 12 Check cooling and heating cycle | | |
| COMMENTS | | |
| | | |
| | | |
| | | |
| | | |
| | | |

ADDENDUM B: COLD ROOMS AND FREEZERS

| | | |
|---|------------|-----------|
| COLD ROOMS AND FREEZERS | | |
| BI-ANNUAL SERVICE AND TESTING | | |
| CLIENT NAME:.....COMPLEX NAME:..... | | |
| BUILDING NAME/NUMBER:..... | | |
| DATE: DPW REF. NO:..... | | |
| 6 Monthly inspection and testing scope of work. | | |
| GENERAL OPERATION | | |
| DESCRIPTION OF WORK | YES | NO |
| 1 Check that evaporator fins are clear of dirt and comb fins in necessary | | |
| 2 Check cooling operating parameters | | |
| 3 Inspect fan motor and blades | | |
| 4 Check operation of the timer | | |
| 5 Check operation of the expansion valve. Correct, repair or replace if necessary | | |
| 6 Check for condensation drain system. Test condensation and remove any foreign particles. | | |
| 7 Check operation of thermostat (controller). Record any abnormalities | | |
| 8 Check and record suction and discharge pressure of refrigerants (LP/ HP) | | |
| 9 Remove fan guard, check alignment and correct if necessary to get free rotation | | |
| 10 check that all bolts and screws are properly secured on fans and compressor | | |
| 11 Inspect and test HP and LP switches for correct operation. | | |
| Check / Inspect all electrical devices (controllers, contactors, relays) and electrical panel and correct if necessary | | |
| 12 . Record all abnormalities and report accordingly | | |
| 13 examine condenser coil and comb fins if necessary | | |
| 14 Inspect refrigerant piping insulation and condensate pump | | |
| 15 Check and record any leakage of refrigerant or recovered refrigerant | | |
| Compressors, Discharge, and Suction Line | | |
| 1 Note down compressors amperages before and after service | | |
| Eliminate any undue noise or vibration for each system. Check the entire system loose components and tighten accordingly. | | |
| 2 | | |
| 3 Test and note down oil leaks for each systems. Repair all found leaks. | | |
| 4 Get the refrigerant level right by refilling if level has dropped for each system. Ensure that the refrigerant is dry. | | |
| 5 Bring HP up and ensure that HP cut-out trips at correct pressure, note down the settings. | | |
| 6 Bring LP up and ensure that LP cut-out trips at correct pressure, note down the settings. | | |
| 7 Check and calibrate all transmitters, sensors and controllers | | |
| Electrical and Panel | | |
| Clean out panel (Blow dry and wipe) and test operation of all power Isolator, circuit breakers and contactors. | | |
| 1 Ensure that all electrical terminals are tightened. | | |
| 2 Ensure that all protections are operational | | |
| 3 Correctly set the defrost intervals for the system. | | |
| Set defrost element,door and drain heaters timers to correct operational (Freezer room only), Also check | | |
| 4 element amperage and resistance. | | |
| During normal cold room and freezer operation, check the electrical panel of hot spots (by performing | | |
| 5 thermography) | | |
| Condenser and Evaporator | | |
| 1 Set TX valve dor correct operation and superheat setting. Re set if necessary | | |
| 2 Adjust all system temperatures to correct operational range. | | |
| 3 Clean condenser and evaporator coil with proprietary coil cleaner | | |
| 4 Scrape, treat and paint rust on the evaporator and condenser | | |
| 5 Calibrate dial thermometers | | |
| 6 Test(vibration analysis and temperature) bearings for condenser fan and evaporator fans for each system. | | |
| 7 Leak test on Both lines (Suction and discharge) for the whole system and repair any leak | | |
| 8 Clean evaporator drainage system | | |
| 9 Check drainage system on the condenser. | | |
| 10 Check the solenoid valve operation on defrost and ensure correct functionality | | |
| 11 Check and calibrate all transmitters, gauges, sensors and controllers | | |
| Walls and Floors | | |
| 1 Ensure that cold and freezer room walls, floors, ceiling for deterioration are all clear from ice build up | | |
| 2 Clean and remove loose paint and scale and repaint as required. | | |
| 3 Clean plant room area | | |
| 4 Ensure that cold ad freezer room walls, floors, ceiling are all clear from ice build-up | | |
| General Comments by Contractor | | |
| | | |
| | | |
| | | |
| | | |
| | | |

ADDENDUM C: ANNUAL SERVICING WATER COOLED AND AIR COOLED CHILLER

| | | | |
|--|--|------------------------------|----|
| WATER COOLED CHILLER & AIR COOLED CHILLER | | FLOOR: _____ LOCATION: _____ | |
| ANNUAL SERVICE AND TESTING | | | |
| BUILDING NUMBER: _____ | | | |
| DESCRIPTION OF WORK | YES | NO | |
| The preventative maintenance tick sheet shall include but not be limited to: | | | |
| GENERAL OPERATION | | | |
| 1 | Record Operating Hours | | |
| 2 | Check controller for alarm conditions and follow up | | 20 |
| 3 | Check all gauges for proper operation | | 21 |
| 4 | Check for abnormal sounds and vibration & rectify | | 22 |
| 5 | Record condenser water inlet temperature | | 23 |
| 6 | Record condenser water outlet temperature | | 24 |
| 7 | Record condenser water inlet pressure | | 25 |
| 8 | Record condenser water outlet pressure | | 26 |
| 9 | Record chilled water inlet temperature | | 27 |
| 10 | Record chilled water outlet temperature | | 28 |
| 11 | Record chilled water inlet pressure | | 29 |
| 12 | Record chilled water outlet pressure | | 30 |
| 13 | Analyse pressure drops for possible heat exchanger fouling | | 31 |
| 14 | Record refrigerant condensing pressure | | 32 |
| 15 | Record refrigerant suction pressure | | 33 |
| 16 | Record oil pressure | | 34 |
| 17 | Record amperages (each phase) | | 35 |
| 18 | Record voltage (each phase) | | 36 |
| 19 | Check oil and refrigerant charge | | |
| COMMENTS | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

ADDENDUM D: ANNUAL SERVICING OF COOLING TOWER AND CLOSED CIRCUIT COOLING TOWER

| COOLING TOWER & CLOSED CIRCUIT COOLER | | |
|---|-----|----------------------------|
| ANNUAL SERVICE AND TESTING | | |
| CLIENT NAME:..... | | COMPLEX NAME:..... |
| BUILDING NUMBER:..... | | FLOOR:..... LOCATION:..... |
| DATE: | | DPW REF. NO:..... |
| DESCRIPTION OF WORK | YES | NO |
| SERVICE WORK | | |
| 1 Check and adjust sump water level | | |
| 2 Test operation of make-up float valve | | |
| 3 Check operation of bleed off valve | | |
| 4 Visually check cooling tower for leaks and corrosion | | |
| 5 Clean sump strainer and overflow pipe | | |
| 6 Sweep to full bore drain any water accumulating on yard floor | | |
| 7 Record temperature of motors with laser sensor | | |
| 8 Record temperature of bearings with laser sensor | | |
| 9 Check drive belts for correct tension and alignment | | |
| 10 Check for imbalance, abnormal noise or vibration | | |
| 11 Oil/grease bearings if required | | |
| 12 Record motor running amps (fan and water circulation pump) | | |
| 13 Record voltage (each phase) | | |
| 14 Check overloads | | |
| 15 Exercise all valves | | |
| 16 Test full bore for blockages | | |
| 17 Drain sump and inspect condition of sump | | |
| 18 Insect and clean spray nozzles | | |
| 19 Clean plastic fill packs and air inlet eliminators | | |
| 20 Inspect tower/detail for corrosion and repair with appropriate paint | | |
| 21 Descale tubes | | |
| 22 Clean fan impellers | | |
| | | |
| | | |
| COMMENTS | | |
| | | |
| | | |
| | | |
| | | |

WATER TREATMENT PLANT

COMMENTS

ADDENDUM F: PUMP MAINTENANCE

| PUMP MAINTENANCE | | |
|--|-----|----|
| BI-ANNUAL SERVICE AND TESTING | | |
| CLIENT NAME:.....COMPLEX NAME:..... | | |
| BUILDING NUMBER:.....FLOOR:..... LOCATION:..... | | |
| DATE: DPW REF. NO:..... | | |
| DESCRIPTION OF WORK | YES | NO |
| SERVICE WORK | | |
| 1 Check sump pump operation by manipulating level controls | | |
| 2 Check for imbalance, abnormal noise or vibration | | |
| 3 Check shaft seal for leakage | | |
| 4 Record motor running amps (each phase) | | |
| 5 Record voltage (each phase) | | |
| 6 Log discharge pressure (shut gauge cock after reading) | | |
| 7 Log suction pressure (shut gauge cock after reading) | | |
| 8 Check coupling and alignment | | |
| 9 Check coupling guard | | |
| 10 Record temperatures of motors with laser sensor | | |
| 11 Record temperatures of bearings with laser sensor | | |
| 12 Record temperature of terminal box with laser sensor | | |
| 13 Check overload settings | | |
| 14 Oil/grease bearings if required | | |
| 15 Clean drip tray and drain pan | | |
| 16 Inspect for corrosion and touch up paint where necessary | | |
| 17 Check flexible couplings for cracks/bulging | | |
| 18 Check flanges and couplings for tightness/leaks | | |
| 19 Clean strainers | | |
| 20 Exercise valves | | |
| 21 Clean down pump and motor and check water flow | | |
| 22 Water valves on open condenser water circuits to be fully opened and closed, to prevent lime scale formation from inhibiting valve action | | |
| 23 All ferrous metal components to be examined, corrosion, algae and | | |
| | | |
| COMMENTS | | |
| | | |
| | | |
| | | |

ADDENDUM G: PIPEWORK & ANCILLARIES

| PIPEWORK & ANCILLARIES | | | |
|---|---|------------|-----------|
| ANNUAL SERVICE AND TESTING | | | |
| CLIENT NAME:.....COMPLEX NAME:..... | | | |
| BUILDING NUMBER:.....FLOOR:..... LOCATION:..... | | | |
| DATE: DPW REF. NO:..... | | | |
| | DESCRIPTION OF WORK | YES | NO |
| | SERVICE WORK | | |
| 1 | Check for leaks and rectify | | |
| 2 | Check all instruments (pressure gauges, thermeters etc.) and replace where faulty | | |
| 3 | Check all condensate traps for correct operation | | |
| 4 | Heat exchangers - record inlet/outlet temperatures | | |
| 5 | Heat exchangers - record inlet/outlet pressures | | |
| 6 | Analyse pressure drops for possible heat exchanger fouling, clean where necessary | | |
| 7 | Clean all strainers | | |
| 8 | Check status of insulation and repair, including vapour barrier, where necessary. Polish cladding externally. | | |
| 9 | Check for corrosion and treat where necessary | | |
| 10 | Check paintwork and touch up | | |
| 11 | Manually operate all air vents | | |
| 12 | Drain sediment from dirt legs | | |
| 13 | Exercise valves | | |
| | | | |
| | COMMENTS | | |
| | | | |
| | | | |
| | | | |

ADDENDUM H: DUCTWORK & ANCILLARIES

| DUCTWORK & ANCILLARIES | | |
|---|------------|-----------|
| ANNUAL SERVICE AND TESTING | | |
| CLIENT NAME:.....COMPLEX NAME:..... | | |
| BUILDING NUMBER:.....FLOOR:..... LOCATION:..... | | |
| DATE: DPW REF. NO:..... | | |
| DESCRIPTION OF WORK | YES | NO |
| SERVICE WORK | | |
| 1 Check for air leaks and rectify | | |
| 2 Check all instruments (pressure gauges, thermometers etc.) and replace where faulty | | |
| 3 Coils - record inlet/outlet temperatures | | |
| 4 Coils - record inlet/outlet pressures | | |
| 5 Analyse pressure drops for possible heat exchanger fouling, clean where necessary | | |
| 6 Check filters and wash clean/replace if necessary | | |
| 7 Refit filters and check sealing | | |
| 8 Comb fins and clean coils with medium pressure spray | | |
| 9 Check status of insulation and repair, including vapour barrier, where necessary | | |
| 10 Check for corrosion and treat where necessary | | |
| 11 Check paintwork and touch up | | |
| 12 Air volume regulators - check operation | | |
| 13 Variable air volume diffusers & vary set plenums - check operation | | |
| 14 Constant volume air terminals (grilles, diffusers, louvres) - clean visible surfaces | | |
| 15 Check attenuators/splitters for sealing and signs of particle erosion | | |
| | | |
| | | |
| COMMENTS | | |
| | | |
| | | |
| | | |

| AIR HANDLING UNIT | | FLOOR: _____ LOCATION: _____ | | CLIENT NAME: _____ | |
|--|--|------------------------------|----|--|---|
| ANNUAL SERVICE AND TESTING | | | | COMPLEX NAME: _____ | |
| BUILDING NUMBER: _____ | | | | DATE: _____ DPW REF. NO: _____ | |
| DESCRIPTION OF WORK | | YES | NO | DESCRIPTION OF WORK | |
| The preventative maintenance tick sheet shall include but not be limited to: | | | | The preventative maintenance tick sheet shall include but not be limited to: | |
| GENERAL OPERATION | | | | GENERAL OPERATION | |
| 1 | Check filters and wash clean/replace if necessary | | | 20 | Check for water carry-over from drip tray |
| 2 | Refit filters and check sealing | | | | |
| 3 | Check for imbalance, abnormal noise or vibration | | | 21 | Check panels and insulation for leaks / damage |
| 4 | Record motor running amps (each phase) | | | 22 | Check flexible pipe connections for damage/leaks |
| 5 | Record voltage (each phase) | | | 23 | Clean fan impeller and check for corrosion |
| 6 | Check drive belts for correct tension and alignment | | | 24 | Tighten grub screws on pulleys and impeller |
| 7 | Check belt guard | | | 25 | Comb fins and clean coils with medium pressure spray |
| 8 | Check controller settings and operation | | | 26 | Exercise valves |
| 9 | Check operation of modulating valve | | | 27 | Air filters - Check pressure drop and record |
| 10 | Check and service humidifier (where fitted) | | | 28 | Air filter frames to be checked for air by-pass and rectified, if necessary |
| 11 | Check for any signs of heater failure or overheating | | | 29 | Fresh air and return air damper settings and operation to be checked and adjust if necessary |
| 12 | Check that condensate drains away | | | 30 | Switchboards and electrical control panels to be cleaned, check and tighten terminals and replace indicating light globes where necessary |
| 13 | Record temperature of motors with laser sensor | | | 31 | Circuit breakers and fuses to be checked and investigate reasons for any blown fuses or circuit breakers in OFF position, rectify faults and replace blown fuses and faulty circuit breakers. |
| 14 | Record temperature of bearings with laser sensor | | | 32 | Starters, Contactors and Relays to be checked to ensure moving bridges slide freely and that all contact points are clean. Investigate and rectify cause of excessive burning of contacts. |
| 15 | Check overload settings | | | 33 | Time switch settings to be checked and reset to start and stop plant at correct time if necessary. |
| 16 | Oil/ grease bearings if required | | | 34 | Control thermostats operation to be checked and recalibrate, if necessary. |
| 17 | Check flexible duct connection for leaks | | | 35 | Inspection panels to be replaced and all fastening devices secured. Lubricate damper linkages, check operation and record damper operating parameters. |
| 18 | Clean drip tray and drain, check trap seal | | | 36 | Check plenum structure and panels for rust. De-rust and paint |
| 19 | Check and treat any corrosion on coil and frame | | | 37 | Operate and check operation of plant. Take and record wet and dry bulb temperature in each conditioned zone and outside with reliable sling psychrometer. |
| COMMENTS | | | | | |
| | | | | | |
| | | | | | |

ADDENDUM J: AIR HANDLING UNIT

| PACKAGE / SPLIT AIR / WATER-COOLED AC UNIT | | |
|--|------------|-----------|
| BI-ANNUAL SERVICE AND TESTING | | |
| CLIENT NAME:.....COMPLEX NAME:..... | | |
| BUILDING NUMBER:.....FLOOR:..... LOCATION:..... | | |
| DATE: DPW REF. NO:..... | | |
| DESCRIPTION OF WORK | YES | NO |
| SERVICE WORK | | |
| 1 Check filters and wash clean/replace if necessary | | |
| 2 Refit filters and check sealing | | |
| 3 Check for imbalance, abnormal noise or vibration | | |
| 4 Check for any signs of heater failure or overheating | | |
| 5 Check controller settings and operation | | |
| 6 Check that condensate drains away | | |
| 7 Check condensate pump operation (where fitted) | | |
| 8 Spray clean condenser fin (if necessary) and comb | | |
| 9 Check drive belts for correct tension and alignment | | |
| 10 Check and treat any corrosion on outdoor unit | | |
| 11 Oil/ grease bearings if required | | |
| 12 Check flexible duct connection for leaks | | |
| 13 Clean drip tray and drain, check trap seal | | |
| 14 Check and treat any corrosion on coil and frame (indoor unit) | | |
| 15 Check for water carry-over from drip tray | | |
| 16 Check panels and insulation for leaks / damage | | |
| 17 Clean evaporator coil with medium pressure spray & comb fin | | |
| 18 Clean water cooled condensers (if cleanable) | | |
| 19 Check oil and refrigerant charge | | |
| 20 Check for refrigerant leaks | | |
| 21 Check loading/unloading operation of cooling stages | | |
| 22 Check the operation of safety controls | | |
| 23 Check crankcase heater | | |
| 24 Check compressor running current (each phase) | | |
| 25 Check voltage (each phase) | | |
| 26 Check overload settings | | |
| 27 Check control panel and starter for wear | | |
| 28 Tighten all starter and control terminals | | |
| 29 Check and recalibrate safety controls | | |
| 30 Exercise valves | | |
| COMMENTS | | |
| | | |
| | | |
| | | |

SCHEDULE 2

SCHEDULE OF PRICES

SCHEDULED ITEMS

AREA 5

ALL RATES SHALL BE NETT. VAT TO BE EXCLUDED. (VAT to be calculated and added onto the Summary Sub-Total).

Rates for each item listed in the Schedule of Prices includes the cost of supply and profit mark-up. In other words the "unit rate" and "Total" does not include labour and travelling. Labour and travelling costs has been allowed for in Schedule 2.

PROVISIONAL QUANTITIES

| No | ITEM | QTY | UNIT | UNIT COST | TOTAL |
|----------|---|------------|-------------|----------------------|------------------|
| | | | | | |
| 1 | REPLACE HERMETICALLY SEALED COMPRESSOR AND SERVICE VALVES ALL TYPES (SIMILAR TO ELECTROLUX; L'UNITE; TECUMSEH & BRISTOL) | Qty | Unit | Unit Rate (R) | Total (R) |
| 1.0 1 | 1/5Hp Compressors | 40 | Each | | |
| 1.0 2 | 1/4 Hp Compressors | 35 | Each | | |
| 1.0 3 | 1/3Hp Compressors | 35 | Each | | |
| 1.0 4 | 1/ 6Hp Compressors | 35 | Each | | |
| | | | | | |
| 2 | COMPRESSORS LOW TEMP - Similar to Maneurope | Qty | Unit | Unit Rate (R) | Total (R) |
| 2.01 | Compressor (NTZ 68) | 10 | Each | | |
| 2.02 | Compressor (NTZ 96) | 10 | Each | | |
| 2.03 | Compressor (NTZ 108) | 10 | Each | | |
| 2.04 | Compressor (NTZ 215) | 10 | Each | | |
| 2.05 | Compressor (NTZ 271) | 10 | Each | | |
| | | | | | |
| | | | | | |
| 3 | MED TEMP (MT & MTZ RANGE) COMPRESSORS - Similar To Maneurope | Qty | Unit | Unit Rate (R) | Total (R) |
| 3.01 | Compressor (MT 22) | 10 | Each | | |
| 3.02 | Compressor (MT 28) | 10 | Each | | |
| 3.03 | Compressor (MT 32) | 10 | Each | | |
| | | | | | |
| | Sub Total Page 1 | | | | R..... |

| | | | | | |
|----------|---|------------|-------------|----------------------|------------------|
| 3 | MED TEMP (MT & MTZ RANGE) COMPRESSORS - Similar To Maneurope (cont.) | Qty | Unit | Unit Rate (R) | Total (R) |
| 3.04 | Compressor (MT 36) | 10 | Each | | |
| 3.05 | Compressor (MT 40) | 10 | Each | | |
| 3.06 | Compressor (MT 44) | 10 | Each | | |
| 3.07 | Compressor (MT 50) | 10 | Each | | |
| 3.08 | Compressor (MT 56) | 10 | Each | | |
| 3.09 | Compressor (MT 64) | 10 | Each | | |
| 3.10 | Compressor (MT 72) | 10 | Each | | |
| 3.11 | Compressor (MT 80) | 5 | Each | | |
| 3.12 | Compressor (MT 100) | 5 | Each | | |
| 3.13 | Compressor (MT 125) | 5 | Each | | |
| 3.14 | Compressor (MT 144) | 5 | Each | | |
| 3.15 | Compressor (MT 160) | 5 | Each | | |
| | | | | | |
| 4 | CAPACITORS | QTY | UNIT | UNIT COST | TOTAL |
| 4.01 | 25 MFD 450V | 50 | Each | | |
| 4.02 | 30 MFD 450V | 50 | Each | | |
| 4.03 | 35 MFD 450V | 50 | Each | | |
| 4.04 | 40 MFD 450V | 50 | Each | | |
| 4.05 | 45 MFD 450V | 50 | Each | | |
| 4.06 | 50 MFD 450V | 50 | Each | | |
| 4.07 | 60 MFD 450V | 50 | Each | | |
| | | | | | |
| 5 | FANS | Qty | Unit | Unit Rate (R) | Total (R) |
| 5.01 | Fan Motor - 10W | 45 | Each | | |
| 5.02 | Fan Motor - 16W | 45 | Each | | |
| 5.03 | Fan Motor - 25W | 45 | Each | | |
| 5.04 | Fan Motor - 34W | 45 | Each | | |
| 5.05 | Fan Assembly 350mm - 220V | 45 | Set | | |
| 5.06 | Fan Assembly 350mm - 380V | 45 | Set | | |
| 5.07 | Fan Assembly 400mm - 220V | 45 | Each | | |
| 5.08 | Fan Assembly 400mm - 380V | 45 | Each | | |
| 5.09 | Fan Assembly 500mm - 220V | 45 | Each | | |
| 5.10 | Fan Assembly 500mm - 380V | 45 | Each | | |
| | | | | | |
| 6 | REFRIGERANTS/FLUSHING AGENTS & OILS | Qty | Unit | Unit Rate (R) | Total (R) |
| 6.01 | R134A REFRIGERANT | 550 | kg | | |
| 6.02 | R22 REFRIGERANT | 550 | kg | | |
| | | | | | |
| | Sub Total Page 2 | | | | R..... |

| 6 | REFRIGERANTS/FLUSHING AGENTS & OILS (cont.) | Qty | Unit | Unit Rate (R) | Total (R) |
|-------|---|-----|------|---------------|---------------|
| 6.03 | R32 Refrigerant | 550 | kg | | |
| 6.04 | R404a Refrigerant | 550 | kg | | |
| 6.05 | R406 Refrigerant | 550 | kg | | |
| 6.06 | R408a Refrigerant | 550 | kg | | |
| 6.07 | R410a Refrigerant | 550 | kg | | |
| 6.08 | R507 Refrigerant | 550 | kg | | |
| 6.09 | R600a Refrigerant | 550 | kg | | |
| 6.10 | Compressor Oil - Mineral / Litre | 550 | kg | | |
| 6.11 | Compressor Oil - Ester Synthentic / Litre | 550 | kg | | |
| | | | | | |
| 7 | VALVES | Qty | Unit | Unit Rate (R) | Total (R) |
| 7.01 | Solenoid Valve 3/8" | 55 | Each | | |
| 7.02 | Solenoid Valve 1/2" | 55 | Each | | |
| 7.03 | Solenoid Valve 5/8" | 55 | Each | | |
| 7.04 | Solenoid Valve 7/8" | 55 | Each | | |
| | | | | | |
| 8 | REPLACEMENT OF BURN OUT DRIERS | Qty | Unit | Unit Rate (R) | Total (R) |
| 8.01 | 3/8" Liquid line drier | 45 | Each | | |
| 8.02 | 1/2" Liquid line drier | 45 | Each | | |
| 8.03 | 5/8" Liquid line drier | 45 | Each | | |
| 8.04 | 3/8" Burnt out drier | 45 | Each | | |
| 8.05 | 1/2" Burnt out drier | 45 | Each | | |
| 8.06 | 5/8" Burnt out drier | 45 | Each | | |
| | | | | | |
| 9 | REPLACEMENT OF SIGHT GLASSES | Qty | Unit | Unit Rate (R) | Total (R) |
| 9.01 | 3/8" sight glass | 45 | Each | | |
| 9.02 | 1/2" sight glass | 45 | Each | | |
| 9.03 | 5/8" sight glass | 45 | Each | | |
| | | | | | |
| 10 | REPLACEMENT OF OIL SEPERATORS | Qty | Unit | Unit Rate (R) | Total (R) |
| 10.01 | 3/8' oil separator | 40 | Each | | |
| 10.02 | 1/2' oil separator | 40 | Each | | |
| 10.03 | 5/8' oil separator | 40 | Each | | |
| | | | | | |
| 11 | CONTROLS | Qty | Unit | Unit Rate (R) | Total (R) |
| 11.01 | Up to 6mm Capillary Tube complete with flare nuts | 40 | Each | | |
| 11.02 | SCHRADER/CHARGING VALVE 1/4" WITH COPPER TAIL | 40 | Each | | |
| 11.03 | HP/LP Switch - Auto reset (All Types) | 40 | Each | | |
| 11.04 | HP/LP Switch - Manual reset(All Types) | 40 | Each | | |
| | | | | | |
| | Sub Total Page 3 | | | | R..... |

[illegible]

| 14 | ELECTRICAL ITEMS | Qty | Unit | Unit Rate (R) | Total (R) |
|-------|--|-----|---------|---------------|-----------|
| 14.01 | 80Amp tp Breaker | 350 | Each | | |
| 14.02 | 63A TP MCB 6ka | 350 | Each | | |
| 14.03 | 25A 3P Isolator | 350 | Each | | |
| 14.04 | 63A 3P Isolator | 350 | Each | | |
| 14.05 | 50A Tripple Pole CB | 350 | Each | | |
| 14.06 | Contactora 5KW 230V | 350 | Each | | |
| 14.07 | Contactora 11KW | 350 | Each | | |
| 14.08 | 40A Single Pole CB | 350 | Each | | |
| 14.09 | 20Amp Single Pole CB | 350 | Each | | |
| 14.10 | Overload 7.2-10Amps | 350 | Each | | |
| | | | | | |
| 15 | SERVICING OF AIRCON UNITS | Qty | Unit | Unit Rate (R) | Total (R) |
| 15.01 | Service Midwall Splits | 850 | Each | | |
| 15.02 | Service Cassette Units | 850 | Each | | |
| | | | | | |
| 16 | CIDB TRAINING SKILLS DEVELOPMENT | Qty | Unit | Unit Cost | Total |
| 16.1 | TVET College graduates | 2 | Trainee | R15,000 | R30,000 |
| 16.2 | P1 and P2 learners, or a 240 credits qualification | 1 | Trainee | R48,500 | R48,500 |
| | Refer to the CIDB Standard for Developing Skills through Infrastructure Projects Government Gazette 36760 of 23 August 2013 for official version, June 2020 version 2 www.gpwonline.co.za | | | | |
| | Sub Total Page 5 | | | | R..... |

SCHEDULE 2

SCHEDULED ITEMS:

| | R | c |
|------------------|---|---|
| TOTAL FOR PAGE 1 | | |
| TOTAL FOR PAGE 2 | | |
| TOTAL FOR PAGE 3 | | |
| TOTAL FOR PAGE 4 | | |
| TOTAL FOR PAGE 5 | | |

Subtotal

TOTAL CARRIED TO SUMMARY PAGE

R

SCHEDULE 3**NON-SCHEDULED LABOUR AND MATERIAL COSTS****1. LABOUR**

The rates for labour will deem to include for contributions to bonus, pension, medical funds, holiday, overtime etc.

| | PROVISIONAL QUANTITY | COST PER HOUR | AMOUNT |
|---|-------------------------|------------------|---------|
| 1(a) NORMAL TIME (Artisan) | 1550 hours | R _____ | R _____ |
| 1(a) NORMAL TIME (Artisan assistant) | 350 hours | R _____ | R _____ |
| LABOUR SUB-TOTAL CARRY OVER TO SUMMARY | | | R _____ |

2. MATERIAL

The cost of material will deem to include for the cost of material after deduction of any discount and delivery to site.

| | PROVISIONAL QUANTITY | MARK-UP | AMOUNT |
|--|-------------------------|---------|---------|
| 2(a) Allow an amount of R1,500, 000.00 (One Million Five Hundred Thousand Rand) for provision cost of Non-scheduled material that may be used. | R 1,500,000.00 | R _____ | R _____ |
| 2(b) Percentage profit allowance for the above is _____ % of R1,500,000.00 (A maximum profit allowance of 15% will be allowed) | | | |
| MATERIAL SUB-TOTAL CARRY OVER TO SUMMARY | | | R _____ |

3. SPECIALIST SUB-CONTRACTS

Percentage mark-up shall be applicable for the use of a specialist sub-contractors.

3(a) Allow the amount of R1,500,000(One Million Five Hundred Thousand Rand) for the use of sub-contractor, as per above

3(b) Percentage profit allowance for the above is _____ % of R1,500,000
(A maximum profit allowance of 15% will be allowed)

| PROVISIONAL QUANTITY | MARK-UP | AMOUNT |
|---|---------|---------|
| R 1,500,000.00 | R _____ | R _____ |
| SPECIALIST SUB-TOTAL CARRY OVER TO SUMMARY | | R _____ |

4. TRANSPORT COST

NOTE:

| PROVISIONAL QUANTITY (km) | COST PER kilometer | AMOUNT |
|---|-----------------------|---------|
| 45000 | R _____ | R _____ |
| TRANSPORT COST SUB-TOTAL CARRY OVER TO SUMMARY | | R _____ |

See Special Conditions of Contract hereof with regard to transport costs.

HVAC AREA 5

SCHEDULE 4 – EPWP NATIONAL YOUTH SERVICE

EXPANDED PUBLIC WORKS PROGRAMME



PROJECT NAME : Cape Winelands-Repairs to HVAC Systems Equipment Area 5

 Department
 Public Works and Infrastructure
 REPUBLIC OF SOUTH AFRICA

| ITEM NO | DESCRIPTION | UNIT | QUAN-TITY | RATE | AMOUNT |
|-----------|--|--------------|-----------|------|------------|
| 200 | SECTION NO BILL NO INFRASTRUCTURE PROJECTS PREAMBLES Tenderers are advised to study the Additional Specification SL: Employment and Training of Labour on the Expanded Public Works Programme (EPWP) Infrastructure Projects National Youth Service, as bound elsewhere in the Bills of Quantities, and then price this Bill accordingly | | | | |
| 200,01 | TRAINING OF YOUTH WORKERS (TARGET: 13 YOUTH WORKERS) Orientation, Life skills development and technical training: | | | | |
| 200.01.01 | Orientation and Life skills development training for youth workers for an average of 10 days per youth worker (ref SL 11.01.01) | PC | | Sum | 25 744,34 |
| 200.01.02 | Technical skills training for youth workers for an average of 88 days per youth worker (ref SL 11.01.02) | PC | | Sum | 266 453,88 |
| 200.01.03 | Provide Medical Surveillance | PC | | Sum | 6 436,08 |
| | The above items are only applicable if NYDA do not fund the specific training. | | | | |
| 200.01.03 | Payment Reduction due to not meeting the training target (ref SL 11.03) | Youth-worker | -2 500 | | |
| 200.01.04 | Profit and attendance on condition that services and cost has been incurred (on items 200.01.01 and 200.01.02 above) | % | R 292 198 | % | |
| 200,02 | TRAVELING DURING ON-SITE TRAINING: | | | | |
| 200.02.01 | Practical Work based Experiential training for 10 days each (ref. SL 11.02.01) | | | | |
| | 01 Traveling (based on R70 per day return trip/youth worker) | PC | | Sum | 178 408,25 |
| | 02 Profit and attendance on condition that services and cost has been incurred (on item .01 above) | % | R 178 408 | % | |
| | Carried forward | | | R | |

HVAC AREA 5

EXPANDED PUBLIC WORKS PROGRAMME



Department
Public Works
REPUBLIC OF SOUTH AFRICA

PROJECT NAME : Cape Winelands - Repairs to HVAC Systems Equipment Area 5

| ITEM NO | DESCRIPTION | UNIT | QUAN- TITY | RATE | AMOUNT |
|--------------------------|---|-------|------------|-------|------------|
| | Brought forward | | | R | 477 042,55 |
| 200,04 | <u>EMPLOYMENT OF YOUTH WORKERS</u> | | | | |
| 200 04 01 | Employment of youth workers The unit of measurement shall be the number of youth workers at the labour rate of R 102 per day on Training as per EPWP Ministerial Determination multiplied by the period employed in months and the rate tendered 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 9 months appointment for youth workers | PC | | Sum | 259 966,31 |
| 200 04 02 | Profit and attendance on condition that services and cost has been incurred (ref. SL 11.04 02) | % | 259 966,31 | 1/100 | |
| 200,05 | <u>PROVISION OF EPWP DESIGNED OVERALLS AND HARD HATS TO YOUTH WORKERS</u> | | | | |
| 200 05 01 | Supply EPWP branded 2 x overalls, safety boots and 1 x EPWP branded hard hat to youth workers (ref SL 11 05 01) | PC | | Sum | 16 733,82 |
| 200 05 02 | Profit and attendance on condition that services and cost has been incurred (ref SL 11 05 02) | % | 16 734 | 1/100 | |
| 200,06 | <u>PROVISION OF BASIC TOOLS FOR YOUTH WORKERS</u> | | | | |
| 200 06 01 | Provide all youth workers with prescribed tools for their respective trades. 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 programme (ref SL 11 06 01) | PC | | Sum | 25 744,34 |
| 200 06 02 | Profit and attendance on condition that services and cost has been incurred (ref SL 11 06 02) | % | 25 744 | 1/100 | |
| 200,07 | <u>APPOINTMENT OF YOUTH TRAINING COORDINATOR (TEAM LEADER/S)</u> | | | | |
| 200 07 01 | Appointment of Youth Team Leader/s for the duration of the contract (ref. SL 11.07.01) | PC | | Sum | 218 196,00 |
| 200,08 | <u>LIAISON WITH SERVICE PROVIDER (ref. SL 11 08)</u> | hours | 100 | | |
| 200,09 | <u>LOGISTICS FOR EXIT WORKSHOPS</u> | | | | |
| 200.09.01 | Provide logistic items for exit workshop (Catering, Orange Golf T-Shirts, Venue Hire and Sound System) | PC | 1 | 3 817 | 3 816,99 |
| Carried to Final Summary | | | | | R |

SUMMARY OF PRICE SCHEDULE**SUMMARY**

| | | |
|--------------------|----------------------------|---------------|
| SCHEDULE 2 | Scheduled Items | R..... |
| SCHEDULE 3 | 1. Labour | R..... |
| | 2. Material | R..... |
| | 3. Specialist Sub-contract | R..... |
| | 4. Transport Cost | R..... |
| SCHEDULE 4 | EPWP NYS | R..... |
| SUB TOTAL | | R..... |
| VAT @ 15 % | | R..... |
| GRAND TOTAL | | R..... |

Total amount must be carried over to the Offer & Acceptance form DPW07(EC)

VAT Registration No : _____ (if applicable)

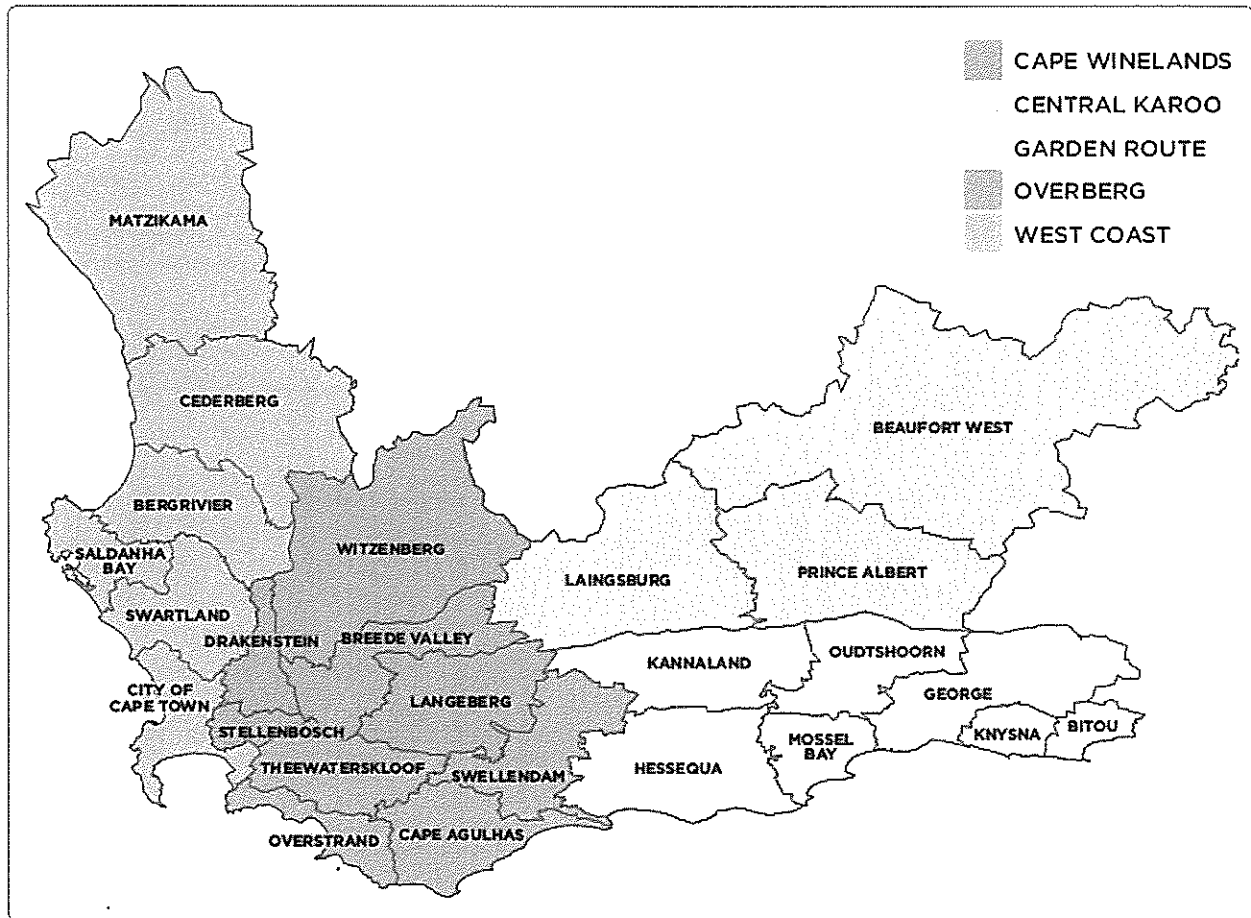
Grand total to be carried over to DPW 07 (FM) Offer and Acceptance form in document failing to do so will deemed to be a non-responsive bid.

1. This document must be completed in full, each page initialed, the last page signed and the completed document returned by the closing date.
2. All items reflected in the schedule will automatically be omitted on acceptance of the tender and shall be added back by the issuing of official complaint No's as required and at the discretion of the department.

| | |
|-------------------------|--|
| NAME OF Bidder: | |
| ADRESS: | |
| | |
| | |
| CONTACT DETAILS: | |
| OFFICE No: | |
| Email: | |

SIGNED _____ **DATE** _____

MAP OF MUNICIPAL DISTRICTS OF THE WESTERN CAPE



DETAILS OF AREAS**AREA 1: City of Cape Town Metropolitan Municipality****Core Town: Cape Town**

Antarctica, Athlone, Camps Bays, Cape Point, Cape Town, Fish Hoek, Grassy Park, Gough Island, Guguletu, Hout Bay, Kommetjie, Marion Island, Muizenberg, Noordhoek, Kommetjie, Paarden Eiland, Robben Island, Scarborough, Sea Point, Simon's Town, Southern Suburbs.

AREA 2: City of Cape Town Metropolitan Municipality**Core Town: Bellville**

Atlantis, Belhar, Bellville, Blackheath, Blouberg, Blue Downs, Brackenfell, Delft, Durbanville, Elsies Rivier, Goodwood, Gordon's Bay, Khayelitsha, Kraaifontein, Kuils River, Langa, Macassar, Matroosfontein, Melkbosstrand, Milnerton, Mitchells Plain, Northern Suburbs, Nyanga, Parow, Philadelphia, Philippi, Sir Lowry's Pass, Somerset West, Strand, Table View.

AREA 3: West Coast District**Core Town: Vredenburg**

Aurora, Bitterfontein, Chatsworth, Citrusdal, Clanwilliam, Darling, Doring Bay, Ebenhaezer, Eendekuil, Elands Bay, Graafwater, Grotto Bay, Hopefield, Jacobs Bay, Kalbaskraal, Klawer, Kliprand, Koekenaa, Koringberg, Lamberts Bay, Langebaan, Leipoldville, Lutzville, Malmesbury, Molsvlei, Moorreesburg, Nuwerus, Paternoster, Piketberg, Putsekloof, Redelinghuys, Rietpoort, Riverlands, Saldanha, St Helena Bay, Stofkraal, Strandfontein, Vanrhynsdorp, Velddrif, Vredenburg, Vredendal, Wupperthal, Yzerfontein

AREA 4: Cape Winelands District (Drakenstein/Stellenbosch)**Core Town: Paarl**

Abbotsdale, Riebeeck Kasteel, Riebeeck West, , Franschhoek, Klapmuts , Paarl, Pniel, Stellenbosch, Stellenbosch Farms, Wellington.

AREA 5: Cape Winelands District (Witzenberg/Breede Valley/Langeberg)**Core Town: Worcester**

Porterville, Ashton, Bonnievale, Ceres, De Doorns, Gouda, McGregor, Montagu, Op-Die-Berg, Prince Alfred Hamlet, Rawsonville, Robertson, Saron, Touws River, Tulbagh, Wolseley, Worcester

AREA 6: Overberg District (Cape Agulhas/Overstrand/Swellendam/Theewaterskloof)**Core Town: Caledon**

Agulhas, Arniston, Barrydale, Betty's Bay, Birkenhead, Bot River, Bredasdorp, Buffeljagsrivier, Caledon/Myddleton, De Kelders, Elim, Fishershaven, Franskraal, Gans Bay, Genadendal, Grabouw, Greyton, Hawston, Hermanus, Infanta, Kleinmond, Klipdale, Malagas, Napier, Onrus, Pearly Beach, Pringle Bay, Proteem, Riviersonderend, Rooi-Els, Sand Bay, Stanford, Struis Bay, Suiderstrand, Suurbraak, Swellendam, Theewaterskloof, Van Dyks Bay, Vermont, Villiersdorp

AREA 7: Central Karoo and Garden Route (Bitou/ Hassequa/ Kannaland/ Knysna/ Mossel Bay/Oudtshoorn/Central Karoo)**Core Town: George**

Beaufort West, Klaarstroom, Laingsburg, Leeu Gamka, Matjiesfontein, Merweville, Murraysburg, Nelspoort, Prince Albert, Welgemoed
 Albertinia, Boggoms Bay, Brandwag, Brenton, Brenton-on-Sea, Buffels Bay, Calitzdorp, De Rust, Dysseldorp, Friemersheim, George, Gouritsmond, Great Brak River, Haarlem, Heidelberg, Herbertsdale, Herolds Bay, Jongensfontein, Keurboomstrand, Knoetzie, Knysna, Krantshoek, Kurland, Kwanokuthula, Ladismith, Mossel Bay, Nature's Valley, Oudtshoorn, Plettenberg Bay, Rheenendal, Riversdale, Sedgfield, Slangrivier, Still Bay, Uniondale, Vanwyksdorp, Victoria Bay, Vleesbaai, Wilderness, Witsand, Wittedrift, Zoar

IF THE TENDERER IS IN PARTNERSHIP

We the undersigned partners in the business trading as

hereby authorise

to sign this tender as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and/or contract on our behalf.

Full names of partner

Residential address

Signature

| | | |
|-------|-------|-------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

IF THE TENDERER IS A ONE MAN BUSINESS

I, the undersigned _____ hereby confirm I am the sole owner of the business trading as

SIGNATURE

DATE

APPLICABLE TO ALL TENDERERS

Full name of contracting party (in block letters)

Address: _____

Telephone No.: _____

DATE

SIGNATURE OF TENDERER

TENDERER'S ADDITIONAL PARTICULARS

The particulars submitted could influence the adjudication of the tender.

1. Period active as a Contractor under the present business name: _____
2. Is the firm registered with the Department of Manpower? **YES/NO**
Registration Number: _____
3. Is the firm registered with the Unemployment Commissioner? **YES/NO**
Registration Number: _____
4. Is the firm registered with the Workmen's Compensation? **YES/NO**
Registration Number: _____
5. Is the firm registered with the PWD as a Contractor? *** YES/NO**
6. Telephone Number - normal working hours: _____
7. Telephone Number - after hours: _____
8. Email address: _____
9. Do you have 1 24 hour emergency call service? *** YES/NO**
Number: _____
10. Do you have radio communication facilities 24 hours per day? *** YES/NO**
11. Number of skilled employees: _____
12. Number of apprentice employees: _____
13. Number of unskilled employees: _____
14. Details of motor vehicles belonging to the firm:

15. List of special equipment and tools belonging to the firm to undertake maintenance and repair work:

16. Please attach the following documents after this page in the following order:

- i.** Experience in addition to the DPW-09 (optional).
- ii.** Bidder Quality Performance Evaluation Sheets
- iii.** Premises: Title Deed or Lease Agreement or Letter of Intent to lease workshop
- iv.** Insert a minimum of three (3) colour photos showing your Workshop, Tools and Equipment
- v.** Vehicles: Proof of ownership of vehicles or lease agreement
- vi.** Qualifications of staff



Bidder Quality Performance Evaluation)

Enter the corresponding page and project number as listed on the DPW-09 form:.....

The Bidder to Demonstrate Competence and Experience in Delivering Key Projects Similar to Maintenance/Service and Repairs to **Repairs, Service, AND Maintenance to HVAC Systems and Associated Equipment**

The Employer:

Bidders Name:

Project Value: R.....

Project Title:

Period (from – to):

Brief description of work done by bidder:

.....
.....
.....

Will Require References and pose the following questions:

| STATEMENT | Very Poor 1 | POOR 2 | AVERAGE 3 | GOOD 4 | EXCELLENT 5 |
|--|----------------|-----------|--------------|-----------|----------------|
| 1) Adhered strictly to the terms of contract and all contractual instructions and directions issued by the employer from time to time | | | | | |
| 2) Responded promptly and timeously to Queries and complaints raised by the Employer in regard to work executed and reported regularly on progress | | | | | |
| 3) Manifested the required degree of Competence, Expertise and Skill in Executing the most Economical and Cost Effective manner | | | | | |

Name of Valuator:

Position:

Signature of Valuator: _____ Date _____

Email Address: _____ Contact no: _____

This document must be completed in full. Please do not leave any empty spaces

FACILITIES MANAGEMENT

CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

CONTENTS

| No. | CLAUSES | PAGES |
|-----|---|-------|
| 1. | Definitions | 3 |
| 2. | Interpretation | 4 |
| 3. | Duration | 5 |
| 4. | Rights and Obligations of the Employer | 5 |
| 5. | Rights and Obligations of the Service Provider | 5 |
| 6. | Service Manager | 6 |
| 7. | Security | 6 |
| 8. | Security Clearance | 6 |
| 9. | Confidentiality | 6 |
| 10. | Ambiguity in documents | 7 |
| 11. | Insurances | 7 |
| 12. | Access to the facilities and commencement of the Services | 7 |
| 13. | Programme | 7 |
| 14. | Subcontracting | 8 |
| 15. | Intellectual Property Rights indemnity | 8 |
| 16. | Compliance with Legislation | 8 |
| 17. | Reporting on incidents | 8 |
| 18. | Nuisance | 9 |
| 19. | Materials, workmanship and equipment | 9 |
| 20. | Urgent Works | 9 |
| 21. | Indemnifications | 9 |
| 22. | Variations | 10 |
| 23. | Identified Projects | 10 |
| 24. | Suspension of the Services | 12 |
| 25. | Penalty for Non-Performance | 12 |
| 26. | Payments | 13 |
| 27. | Release of Security | 14 |
| 28. | Overpayments | 14 |
| 29. | Completion | 14 |
| 30. | Assignment | 15 |
| 31. | Indulgences | 15 |
| 32. | Ownership and Publication of Documents | 15 |
| 33. | Breach of Contract | 15 |
| 34. | Stoppage and/or termination of Contract | 16 |
| 35. | Dispute Resolution | 17 |
| 36. | General | 17 |
| 37. | <i>Domicilium Citandi et Executandi</i> | 17 |

1. DEFINITIONS

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

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

2. INTERPRETATION

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

3. DURATION

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

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

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

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

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

6. SERVICE MANAGER

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

7. SECURITY

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

8. SECURITY CLEARANCE

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

9. CONFIDENTIALITY

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

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

10. AMBIGUITY IN DOCUMENTS

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

11. INSURANCES

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

12. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES

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

13. PROGRAMME

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

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

~~14. SUBCONTRACTING~~ NOT APPLICABLE *but*

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

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

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

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

16. COMPLIANCE WITH LEGISLATION

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

17. REPORTING OF INCIDENTS

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

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

18. NUISANCE

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

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

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

20. URGENT WORK

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

21. INDEMNIFICATIONS

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

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

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

22. VARIATIONS

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

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

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

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

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

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

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

23. IDENTIFIED PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. SUSPENSION OF THE SERVICES

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

25. PENALTY FOR NON-PERFORMANCE

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

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

26. PAYMENTS

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

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

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

26.2.2 adjustments in terms of the pricing data;

26.2.3 additional work rendered by the Service Provider;

26.2.4 CPAP adjustment where stated in the Contract Data; and

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

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

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

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

- (1) deductions for penalties;
- (2) deductions for overpayments;
- (3) deductions for retention
- (4) deductions for damages.

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

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

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

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

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

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

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

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

27. RELEASE OF SECURITY

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

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

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

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

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

27.3 If the form of security selected is:

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

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

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

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

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

28. OVERPAYMENTS

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

29. COMPLETION

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

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

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

29.3.1 The Guarantee shall be returned, if applicable.

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

30. ASSIGNMENT

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

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

31. INDULGENCES

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

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

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

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

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

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

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

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

33. BREACH OF CONTRACT

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

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

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

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

35. DISPUTE RESOLUTION

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

36. GENERAL

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

37. DOMICILIUM CITANDI ET EXECUTANDI

- 37.1 The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.
- 37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.
- 37.3 Any notice in terms of the conditions of the Agreement must either be:
- 37.3.1 delivered by hand during normal business hours of the recipient; or
 - 37.3.2 sent by prepaid registered post to the address chosen by the addressee.
- 37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:
- 37.4.1 if hand-delivered on the date of delivery;
 - 37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.
- 37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.
- 37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.

PART ---

HEALTH AND SAFETY

SPECIFICATION

FOR

YEAR TENDER

AND

MAINTENANCE/SERVICE

CONTRACTS

AUGUST 2005

1 INTRODUCTION AND BACKGROUND

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

2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

2.2 INTERPRETATION

2.2.1 Application

2.2.2 Definitions

2.3 GENERAL ADMINISTRATIVE REQUIREMENTS

- 2.3.1 Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 of 1993
- 2.3.2 Health and Safety file
- 2.3.3 Initial hazard identification and Risk assessment
- 2.3.4 Health and safety training
- 2.3.5 General record keeping
- 2.3.6 Emergency procedures
- 2.3.7 First Aid box and first Aid equipment
- 2.3.8 Accident / incident reporting and investigation
- 2.3.9 Personal protection equipment and clothing
- 2.3.10 Non-conformance and failure to follow health and Safety measures
- 2.3.11 Contractors

2.4 REQUIREMENTS

- 2.4.1 Hazardous chemical substances (HCS)
- 2.4.2 Fire Extinguishers and Fire fighting equipment
- 2.4.3 Scaffolding / working on heights
- 2.4.4 Ladders and ladder work

- 2.4.5 Portable electrical tools
- 2.4.6 Asbestos work
- 2.5 ELECTRICAL INSTALLATIONS
- 2.6 SUB STATIONS
- 2.7 OCCUPATIONAL HEALTH
 - 2.7.1 Occupational hygiene
 - 2.7.2 Alcohol and other drugs

3 Annexure A

Task completion form

4 Annexure B

Other requirements must be reported to DPW

5 Annexure C

Requirements to be reported on

6 Annexure D

Initial hazard identification and risk assessment as well as control measures

7 Annexure E

Acknowledgement of receipt

1 INTRODUCTION AND BACKGROUND

1.1 Background to the Health and Safety Specification:

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

1.2 Purpose of the Health and Safety Specification:

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and Construction Regulations in order to reduce incidents and injuries. This specification shall act as the basis for the drafting of the construction phase health and safety plan.

1.3 Implementation of the Health and Safety Specification:

This specification forms an integral part of the contract and the Contractor is required to use it at pre-tender phase when drawing up its Year Tender/maintenance/service contract health and safety plan. Where applicable the Principal Contractor shall forward a copy of this specification to all Contractors at their bidding stage so that they can in turn prepare health and safety plans relating to their operations.

2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE:

The specification covers the requirements for eliminating incidents and injuries as far as reasonably possible for Cape Town: Year Tenders/maintenance/service contracts. The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2 INTERPRETATIONS:

2.2.1 Application

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

2.2.2 Definitions

The definitions as listed in the Occupational Health and Safety Act 85 / 1993 and Construction Regulation shall apply.

2.3 GENERAL ADMINISTRATIVE REQUIREMENTS:

2.3.1 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA) (Registration with Workmen's Compensation)

The Principal Contractor shall submit a letter of good standing with its Compensation Insurer to the client as proof of registration. This certified proof of registration to be submitted with the tender document. Contractors shall submit proof of registration to the Principal Contractor. **No contractor will commence work on any site unless proof of the above is received.**

2.3.2 Health and Safety File

The Principal Contractor and all Contractors shall have a health and safety file available at his premises, containing all health related information. The Health and Safety file must be handed to DPW at completion of the project.

2.3.3 Initial Hazard Identification and Risk Assessment

An initial hazard identification and basic risk assessment is attached for perusal by the principal Contractor (Annexure D). These hazards and the consequential risks must be addressed in the Construction-phase health and safety plan to be submitted by the Principal Contractor and by other Contractors. The Principal Contractor must include a comprehensive risk assessment document compiled by a competent person, detailing all potential site-specific risks. Contractors shall do the same for their scope of work.

2.3.4 Health and Safety Training

The Principal Contractor shall ensure that all site personnel undergo a risk-specific health and safety induction training session before starting work. In this case, the induction must include the transportation risks. A record of induction training attendance shall be kept in the health and safety file.

2.3.5 General Record Keeping

The Contractor shall keep and maintain Health and Safety records to demonstrate compliance with the Specification document, the OHS Act 85 /1993, and Construction Regulations. The Contractor shall ensure that all records of incidents / injuries, training, inspections, audits, etc. are kept in a health and safety file available on request.

2.3.6 Emergency Procedures

The Principal Contractor shall acquaint himself with the client's emergency/evacuation procedure and adhere to all such procedures. All workmen shall be in possession of emergency telephone numbers and be capable / trained to handle injuries, incidents, fire, and major incidents.

2.3.7 First Aid Box and First Aid Equipment

A fully stocked first aid box must be available on each of the maintenance vehicles whenever work is being carried out. The stock shall be risk-specific and have at least the

minimum contents as per the legal requirements (General Safety Regulations, OHS Act 85 of 1993).

2.3.8 Accident / Incident Reporting and Investigation

Injuries are to be categorised into first aid, medical, disabling, fatal. The Principal contractor must stipulate how it will handle each of these categories. When reporting injuries to DPW, these categories shall be used.

All injuries must be investigated by the Principal Contractor, with a report being forwarded to the DPW forthwith.

2.3.9 Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers wear PPE. Task-specific PPE shall be identified during the risk assessment. See attached "initial hazard identification and risk assessment" (Annexure D) for minimum requirements.

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

Any non-conformance by an employee shall be dealt with by means of an internal disciplinary procedure. All such non-conformances must be documented and reported to the DPW.

2.3.11 Contractors (sub-contractors)

The Principal Contractor shall ensure the all Contractors under its control comply with this Specification document, the OHS Act 85 /1993, Construction Regulations and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as "sub-contractors", shall mutatis mutandis ensure compliance. Contractors are Employers in their own right and must comply with all requirements including but not limited to preparing a site-specific health and safety plan, opening and maintaining a health and safety file, training their workers, appointing competent supervisors, etc.

2.4 REQUIREMENTS:

2.4.1 Hazardous Chemical Substances (HCS)

Any hazardous chemical substances not able to be substituted must be safely transported. All workers must be inducted into the hazards, the consequences and control measures required to protect themselves against exposure. A list of these substances must be included in the health and safety file and updated as the site progresses. Material safety data sheets (MSDS) must be included by the supplier, however, it remains the Principal Contractor's responsibility to ensure that these MSDS's are available and in the file. All containers shall be clearly labelled, including dangers, control measures and emergency procedures.

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

2.4.2 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor shall carry at least one 9kg Co² and one 9kg DCP extinguisher on his service vehicle.

2.4.3 Scaffolding / Working at Heights including roof Work

Working at heights includes any work that takes place in an elevated position. The Principal Contractor must submit a risk-specific fall protection plan in accordance with the Construction Regulations before this work is undertaken.

2.4.4 Ladders and Ladder Work

The Principal Contractor shall ensure that all ladders are inspected regularly, are in good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.

2.4.5 Portable Electrical Tools

The Principal Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in safe working order. Regular inspections and toolbox talks are to be conducted to make workers aware of the dangers and control measures to be implemented e.g. personal protection equipment.

2.4.6 Asbestos Work

The maintenance of asbestos roof sheeting must be conducted under controlled conditions as specified in the Asbestos Regulations (no. R155, 2002).

A written safe work procedure is drawn up by the Principal Contractor or other asbestos contractor and submitted to an AIA for approval, before any work commences the Department of Labour must be informed and all asbestos work must be carried out by a registered asbestos contractor. The safe work procedure shall include but not be limited to:

The provision of safe access while working on roofs i.e. Duck boards and roof ladders;
The provision of suitable PPE and respiratory equipment for all asbestos workers who could be exposed to fibres.

The control of contaminated water, i.e. suitable filtration method to be used;

The prevention of dry cutting or drilling, a suitable wet method must be used;

The prevention of dry brushing of asbestos products;

The safe disposal of asbestos waste including contaminated water.

The prevention of high pressure water jetting unless a specialised control system is used;

The specification of fungicides and moss killer, including any related chemical hazards.

Acceptance of the safe work procedure will then be issued to the Principal Contractor before asbestos work may proceed. The Principal Contractor shall ensure that asbestos work complies with the Asbestos Regulations and the accepted safe work procedure, which shall include a full risk assessment of the related risks.

Copies of all certificates received by the contractor for safe disposal of asbestos must be handed to the Department.

2.5 ELECTRICAL INSTALLATIONS

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

2.6 SUB – STATIONS

Persons such as painters, carpenters etc. that have to carry out work in a sub – station shall do so under supervision of an authorised person as required by the notice in regulation 4 (a) of the electrical machinery regulations which states " No unauthorised entry ".

2.7 OCCUPATIONAL HEALTH

2.7.1 Occupational Hygiene

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors are to ensure that proper health and hygiene measure are put in place to prevent exposure to these hazards and risks. Prevent inhalation, ingestion, absorption, and noise induction. Site-specific health risks are tabled in Annexure D e.g. asbestos, cement dust, wet cement, vibration, and noise.

2.7.2 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site unless under controlled conditions under the supervision of the Principal Contractor's Responsible Person. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in return report this to the Principal Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. Full disciplinary procedures must be followed.

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

ANNEXURE A

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

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

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

ANNEXURE B

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

| Appointment | OHSA Reference | Requirement |
|---|----------------|---|
| CEO Assignee | Section 16 (2) | A competent person to assume the overall H&S responsibility-Principal Contractor's Responsible Person |
| Construction Work Supervisor | CR 6.1 | A competent person to supervise and be responsible for Health and Safety related issues on site |
| Fall protection plan co-ordinator | CR 8 | A competent person to prepare & amend to fall protection plan |
| First Aider | GSR 3 | A qualified person to address all on site first aid cases |
| Scaffolding Inspector | SABS 085 | A competent person to inspect scaffolding before use and every time after bad weather, etc. |
| Scaffolding erector | GSR 13D | A competent person to erect scaffolding |
| Scaffolding supervisor | SABS 085 | A competent person to supervise scaffolding |
| Ladder inspector | GSR 13A | A competent person to inspect ladders daily and ensure they are safe for use, keeping monthly record |
| Electrical installations Competent person | CR 22 (d) | A competent person to control all electrical installations |

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements:
Report on these to DPW and place a copy on the Health and Safety file monthly.

| What | When | Output | Accepted by Client with date |
|--|--|---|---------------------------------|
| Health and Safety Plan | Before site hand over | Principal Contractor to report on status of Contractor's health & safety plans | |
| Health and Safety File | Open file when construction begins and maintain throughout | Have file on hand at meetings | |
| Induction training | Every worker before he/she starts work | Attendance registers. Signed by everybody who received induction training. | |
| Awareness Training (Tool Box Talks) | Every 2 nd weekly | Attendance registers | |
| Health & Safety Meetings | Monthly | Meeting minutes | |
| Health & Safety Reports | Monthly | Report covering: <ul style="list-style-type: none"> Incidents/accidents and investigations; non conformances by employees & contractors; Internal & External H&S audit reports | |
| Emergency procedures | Weekly evaluation of procedure | Table procedure in writing as well as tel. numbers | |
| Risk assessment | Updated and signed off at least monthly | Documented risk assessment | |
| Method statements (safe work procedures) | Drawn up before workers are exposed to new risks | Documented set of safe work procedures (method statements) updated and signed off | |
| General Inspections | Weekly and daily | OHS Act compliance: Registers <ul style="list-style-type: none"> Scaffolding; Temporary electrical installations | |

Annexure C continued

| | | | |
|--|---------------------------|---|--|
| General Inspections | Monthly | <ul style="list-style-type: none"> • Fire fighting equipment • Portable electrical equipment • Ladders | |
| Complaints book | Update when necessary | Table any complaints and incidents at meetings | |
| List of Contractors | List to be updated weekly | Table list, number of workers and Company tel. numbers | |
| Workman's Compensation | Update monthly | Table a list of Contractors' workman's compensation proof of good standing | |
| Construction site rules & Section 37.2 Mandatory Agreement | Update monthly | Table a report all signed up Mandatories | |

ANNEXURE D
INITIAL HAZARD IDENTIFICATION AND RISK ASSESSMENT AS WELL AS SUGGESTED CONTROL MEASURES PRE-CONSTRUCTION
HEALTH & SAFETY SPECIFICATION
YEAR TENDERS

| HAZARD ID | RISK RATING | PPE | DOCUMENTATION | OTHER |
|-----------------------------|-------------|---|--|---|
| 1. site access ways | M | Safe footwear; hard hats | Comply with client's access/security/evacuation procedures | Safe clear access routes |
| 2. heat stress | H | | First aid and medical treatment to be recorded | Potable water to be provided to workers; suitable sun screen to be used to protect skin against the sun. |
| 3. ladders | H | Safe footwear; hard hats | Inspection of ladders at least monthly | Correct height; secured; safe angle. |
| 4. scaffolding | H | Safe footwear; hard hats; fall prevention devices where applicable | Toolbox talks – those working on scaffolds; safe method of erection drawn up; inspect prior to use and weekly thereafter as well as after bad weather. | Competent scaffolder, supervisor & inspector; safe access; safe platforms with guardrails & toe boards; secured; level & plumb. |
| 5. noise | M | Hearing protection | Keep record of issue & return; toolbox talk on use | Enforce with tools emitting noise over 85 dB. |
| 6. dust /cement | M | Dust masks | Keep record of issue & return; toolbox talk on use | When wood dust could be inhaled; working with dry cement products. |
| 7. elevated work/ roof work | H | Hard hat, adequate footwear, fall prevention devices | Fall protection plan – documented; trained workers. | Duck boards and roof ladders to be used; safe access to be provided. |
| 8. electrical installation | H | Hard hat and adequate protective clothing and footwear | Copies of C.O.C Certificates and test results to be filed in safety file and original to P.M | All the above if work is involved in the above situations. |
| 9. excavations | H | Hard hat, safe footwear and protective clothing | Inspections daily and after rains | Use of shoring/bracing and safe exit and entry |
| 10. Hoist/cherry picker | H | All inspections as required by the Act plus the necessary certificates/registers must be in place | Check wind forces, check movement in and around power lines and check free space | |

NOTE:

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

ANNEXURE E

YEAR TENDERS AND MAINTENANCE/SERVICE CONTRACTS

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

I _____ representing

_____ Principal Contractor/Contractor/Employer

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

Signature of Principal Contractor / Contractor

Date

Signature of Client / Client's Agent

Date

TOTAL COST FOR HEALTH AND SAFETY

R -----

END OF PART -----

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

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**NOTICE 363 OF 2020**

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za**Construction Industry Development Board****Standard for Developing Skills through
Infrastructure Contracts****July 2020**

In terms of sections 5(2) of the Construction Industry Development Board Act, 2000 (Act no. 38 of 2000) (the Act), the Construction Industry Development Board is empowered to promote best practice Standards. This best practice Standard for developing skills through infrastructure contracts standard establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to:

- a) a part- or full occupational qualification registered on the National Qualification Framework;
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in the standard.

Ms Nonkululeko Sindane

Chairperson: Construction Industry Development Board

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

public works
Department
Public Works
REPUBLIC OF SOUTH AFRICA



**higher education
& training**
Department
Higher Education and Training
REPUBLIC OF SOUTH AFRICA



**economic
development**
Economic Development Department
REPUBLIC OF SOUTH AFRICA

Standard for developing skills through infrastructure contracts

(July 2020)

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

| Copyright cidb This document is published by the Construction Industry Development Board. | | |
|--|----------------|----------|
| Version | Date | Comments |
| 1.0 | 08 August 2013 | |
| 2.0 | 03 July 2020 | |

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

| | |
|--|----|
| Introduction | 1 |
| 1 Scope | 1 |
| 2 Terms and definitions | 1 |
| 3 Requirements | 7 |
| 3.1 Contract skills development goal (CSDG) | 7 |
| 3.2 Achieving the contract skills development goal (CSDG) | 8 |
| 3.3 Contract skills development goal credits | 8 |
| 3.4 Denial of credits | 10 |
| 4 Compliance with requirements | 11 |
| 4.1 General | 11 |
| 4.2 Structured workplace learning opportunities for learners | 12 |
| 4.3 Structured workplace learning for candidates | 13 |
| 5 Records | 15 |
| 6 Sanctions | 15 |
| Annex A: Incorporating this standard in a procurement document | 16 |
| A1 General | 16 |
| A2 Sanctions | 16 |
| Annex B: Role and Function of Skills Development Agency | 17 |
| B1 Career Management and Compliance Reporting | 17 |
| B2 Employment Intermediary | 17 |

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

INTRODUCTION

Procurement may be defined as *the process which creates, manages and fulfils contracts*. Procurement accordingly commences once a need for goods, services or works has been identified and it ends when the goods are received, or the services or construction works are completed. Public procurement, because of its nature and size, can have a significant impact on social and economic development if it is used to leverage social and development objectives.

The South African government requires that its considerable expenditure on the delivery, maintenance and operation of infrastructure (fixed assets that are constructed or result from construction operations) contribute to an increase in the number of people who have part or full occupational qualifications registered on the NQF or professional designations awarded by professional bodies or statutory councils. This standard has been prepared to leverage contributions towards the increase of the pool of qualified skilled people, and where required professionally registered, through training on professional services, services, design and build or engineering and construction works contracts associated with such expenditure. This standard establishes a minimum contract skills development goal which is to be achieved in the performance of a contract in relation to the provision of different types of workplace opportunities linked to work associated with a contract which culminate in or lead to:

- a) a part or full occupational qualification registered on the National Qualification Framework;
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; and
- d) registration in a professional category by one of the professional bodies listed in Table 1 of this standard.

Contractors are responsible for achieving the contract skills development goal and are provided with a number of methods for measuring their achievements. They may, if need be, devolve their obligations onto subcontractors.

This standard should be applied to a contract or an order issued in terms of a framework agreement that has a duration of 12 months or more, and a contract amount exceeding:

- a) R5 million in the case of a professional service or service contract or an order issued in terms of such a contract; or
- b) R60 million in the case of an engineering and construction works, or design and build contract or an order issued in terms of such a contract.

This Standard will be subject to review every five years, or sooner if required.

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

Standard for developing skills through infrastructure contracts

1 SCOPE

This standard establishes a key performance indicator in the form of a contract skills development goal (CSDG) relating to the structured workplace learning of occupational or professional learning, which enables learners to make measurable progress towards the attainment of:

- a) a part or full occupational qualification registered on the National Qualification Framework; or
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012); or
- c) a national diploma registered on the National Qualification Framework; or
- d) registration in a professional category by a statutory council listed in Table 1.

in the delivery, maintenance and operation of infrastructure through the performance of professional service, service, engineering and construction works, or design and build contracts or an order associated with such a contract.

This standard sets out the methods by which the key performance indicator is established, measured, quantified and verified in the performance of the contract or the execution of an order.

NOTE 1: Guidance on the manner in which this standard should be incorporated into procurement documents is provided in Annex A.

NOTE 2: This standard can be applied to contracts or to orders (call-offs) issued in terms of framework agreements. Framework agreements are well suited to situations in which long term relationships are entered into. They offer flexibility in attaining contract skills development goals as requirements can be adjusted from one order to another, thus allowing key performance indicators to be improved upon over time.

2 TERMS AND DEFINITIONS

For the purposes of this document, the following terms and definitions apply:

2.1 allowance amount provided for in the contract or an order by the employer relating to one or more of the following:

- a) the performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into or the order issued;

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

- b) work or services to be performed, or goods provided, by a subcontractor who is either nominated by the employer or is selected by the employer in consultation with the contractor after the award of the contract or the issuing of an order;
 - c) provision for price adjustment for inflation; or
 - d) other budgetary provisions intended to cover the employer's contractual risks
- 2.2 artisan** a person who has been certified as competent to perform a listed trade in accordance with Section 26B of the Skills Development Act of 1998 (Act No. 97 of 1998)
- 2.3 black people** a generic term which means Africans, Coloureds and Indians or Chinese and who are a citizen of the Republic of South Africa:
- a) by birth or descent; or
 - b) naturalisation occurring before the commencement date of the Constitution of the Republic of South Africa Act, Act No. 200 of 1993 or occurring after the commencement date of such Act, but who, without the Apartheid policy would have qualified for naturalisation before then
- 2.4 candidate** a person who is registered in a category of registration which ultimately leads to registration in a professional category by one of the statutory councils listed in Table 1
- 2.5 cidb** Construction Industry Development Board, established in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)
- 2.6 class of construction works** the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004 as amended and published in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)
- 2.7 contract amount** financial value of the contract at the time of the award of the contract or an order at the time of issue, including value added tax but excluding all allowances and expenses
- 2.8 contract skills development credits** the number of learners employed by the contractor and placed for continuous training opportunities in a three-month period
- 2.9 contract skills development goal (CSDG)** the number of hours or head count of skills development opportunities that a contractor contracts to provide in relation to work directly related to the contract or order up to:
- a) completion in the case of a professional service contract;

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

- b) the end of the service period in the case of a service contract; and
 - c) practical completion in the case of an engineering and construction works contract
- 2.10 contractor** person or organization that contracts to provide professional services, services, goods and related services, or engineering and construction works
- 2.11 design and build contract** engineering and construction works contract where both the design and the construction are the responsibilities of the same contractor
- 2.12 employed learner** a learner who was in the employment of an employer prior to the commencement of the contract or execution of the order. Learners deployed from the public sector, other organisations, or other contractors for the purposes of gaining structured workplace learning shall also be considered to be an employed learner albeit that their employer will remain unchanged.
- 2.13 Employer** person or organization entering into a contract with the contractor for the provision of professional services, services, goods and related services, engineering and construction works (commonly referred to as the client)
- 2.14 employer's representative** person authorized to represent the employer in terms of the contract
- 2.15 engineering and construction works contract**, contract for the provision of a combination of goods and services arranged for the manufacture, development, extension, refurbishment, rehabilitation or demolition of a fixed asset, including building and engineering infrastructure
- 2.16 expenses** costs incurred by the contractor in the performance of the contract or order which are in terms of the contract recoverable from the employer
- 2.17 framework agreement**, agreement between an employer and one or more contractors, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged
- 2.18 mentor** a qualified, experienced and, in the case of professionals, registered person, designated to guide a learner or candidate through a structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation
- 2.19 occupational qualification** occupational qualification registered on the National Qualifications Framework Act (Act No. 67 of 2008)
- 2.20 order** the instruction to carry out construction works, services or professional services under a framework agreement

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

2.21 part qualification an assessed unit of learning that is registered on the National Qualifications Framework as part of an occupational qualification

2.22 practical completion the state of completion at the end of construction required in terms of an engineering and construction works contract

NOTE: Practical completion is commonly understood to be a state of readiness for occupation of the whole works although some minor work may be outstanding. Practical completion in an engineering and construction works contract occurs when:

- a) FIDIC Short Form of Contract: the date when the Employer considers that the Works have been completed in accordance with the Contract, except for minor outstanding work and defects which will not substantially affect the use of the Works for their intended purpose.
- b) FIDIC Red, Silver and Yellow Book: the date when the Engineer determines that the Works have been completed in accordance with the contract except for minor outstanding works and defects which will not substantially affect the use of the works for their intended purpose.
- c) GCC 2010: the date when the Engineer certifies that the whole or portion of the Works has reached a state of readiness, fit for the intended purpose, and occupation without danger or undue inconvenience to the Employer, although some work may be outstanding.
- d) JBCC 2000 Principal Building Agreement and JBCC Minor Works Agreement: the date when the principal agent decides that the completion of the works has substantially been reached and can be used for the purpose intended.
- e) NEC3 Engineering and Construction Contract: the date when the Project Manager decides that the Contractor has reached Completion as defined in the contract.
- f) NEC3 Engineering and Construction Short Contract: the date when the Employer decides that the Contractor has completed the works in accordance with the Works Information except for correcting notified Defects which do not prevent the Employer from using the works and others from doing their work.

2.23 professional category a category of registration identified in Table 1 or such other category recognised by the Employer in the application of this standard.

Table 1: Categories of registration

| Profession | Category of registration | Act |
|---------------------------------|--|--|
| Architectural | Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson | Architectural Profession Act of 2000 (Act No. 44 of 2000) |
| Construction project management | Construction Project Manager | Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000) |
| Construction management | Construction Manager | |
| Engineering | Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer | Engineering Profession Act of 2000 (Act No. 46 of 2000) |

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

| Profession | Category of registration | Act |
|---------------------------------|--|---|
| Health and Safety Practitioners | Construction Health and Safety Agent, Construction Health and Safety Manager, Construction Health and Safety Officer | Occupational Health and Safety Act of 1993 (Act No. 85 of 1993) Construction Regulations, 2014 |
| Landscape Architectural | Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant | Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000) |
| Planning | Planner or Technical planner | Planning Profession Act, 2002. (Act No. 36 of 2002) |
| Quantity surveying | Quantity surveyor | Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000) |
| Scientists | Natural scientists | Natural Scientific Professions Act (Act No. 27 of 2003) |
| Surveying | Land surveyor, Engineering surveyor or Technician engineering surveyor | Professional and Technical Surveyors' Act (Act No. 40 of 1984) |
| Valuers | Valuer or Associate Valuer | Property Valuers Profession Act (Act No. 47 of 2000) |

- 2.24 professional fees** financial value of a professional service contract at the time of the award of the contract or an order at the time of issue, excluding all allowances and expenses, but including value added tax
- 2.25 professional service contract**, contract for the provision of services with the skill and care normally delivered by professionals
- 2.26 Sector Education and Training Authority (SETA)** an institution established under section 9 of the Skills Development Act, Act 97 of 1998 and which has the responsibility under this Act to register learners on learning programmes
- 2.27 service contract**, contract for the provision of labour or work, including knowledge-based expertise, carried out by hand or with the assistance of equipment and plant
- 2.28 site** means the land or place made available by the employer, for the purposes of the contract or order, on, under, over, in or through which the works or services are to be executed
- 2.29 skills development agency (SDA)** an agency which performs some or all the functions set out in section 4.1.5.
- 2.30 statutory council** a council established as follows:
- South African Council for the Architectural Profession, established by the Architectural Profession Act of 2000 (Act No. 44 of 2000);
 - South African Council for the Project and Construction Management Professions, established by the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000);

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

- c) Engineering Council of South Africa, established by the Engineering Profession Act of 2000 (Act No. 46 of 2000);
 - d) Construction Health and Safety Practitioners established by the Occupational Health and Safety Act of 1993 (Act No. 85 of 1993)
 - e) South African Council for the Landscape Architectural Profession, established by the Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000);
 - f) South African Council for the Quantity Surveying Profession, established by the Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000);
 - g) South African Council for Professional and Technical Surveyors, established by the Professional and Technical Surveyors' of 2000 (Act No. 40 of 1984);
 - h) South African Council for Planners, established by the Planning Professions Act of 2002 (Act No. 32 of 2002);
 - i) South African Council for Natural Scientific Professions, established by the Natural Scientific Professions Act (Act No. 27 of 2003); or
 - j) South African Council for the Property Valuers Profession established by the Property Valuers Profession Act (Act No. 47 of 2000).
- 2.31 structured mentorship**, mentorship provided by a person who is registered in a suitable category of professional registration by a professional body or statutory council who leads and directs a candidate towards professional registration
- 2.32 structured workplace learning** component of learning in an occupational qualification or work placement for a professional designation whereby a learner is mentored by a qualified, and where required, registered mentor in the application and integration of the knowledge and practical skills learnt, under supervision, in the actual context of a workplace in accordance with the prescripts set by the relevant qualifying authority, professional body or statutory council
- 2.33 supervisor** a supervisor is a person in the particular workplace charged with the responsibility of allocating workplace tasks to a learner that are aligned to the prescriptions of their learning programme and of overseeing and reporting on that learning using a formally agreed record keeping system
- 2.34 unemployed learner** a learner who was not in the full-time employment of the contractor prior to the commencement of the contract or execution of the order and is appointed by the contractor or SDA on a limited duration employment contract linked to the prescriptions of a structured workplace learning programme. Their conditions of employment shall not be less favourable than those set out for such learners on learnerships set out in section 18 (3) of the Skills Development Act (Act 97 of 1998)
- 2.35 work integrated learning** the workplace learning component required by learners completing a national diploma at a University of Technology or Comprehensive University

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

3 REQUIREMENTS

3.1 CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)

3.1.1 The contractor shall attain or exceed the contract skills development goal in the performance of the contract or the execution of an order.

3.1.2 The contract skills development goal shall be expressed as in 3.1.2.1 for engineering and construction works, design and build and services contracts, and as in 3.1.2.2 for professional services contracts.

3.1.2.1 In the case of engineering and construction works contracts, design and build contracts and services contracts the contract skills participation goals, expressed in Rand, shall be no less than the contract amount multiplied by a percentage (%) factor given in Table 2 for the applicable class of construction works used in the application of the Construction Industry Development Regulations issued in terms of the Construction Industry Development Board Act of 2000.

Table 2: Contract skills development goals for different classes of engineering and construction works contracts

| Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004 | | Construction skills development goal (CSDG) (%) |
|--|---|---|
| Designation | Description | |
| CE | Civil engineering | 0.25 |
| CE and GB | Civil engineering and General Building | 0.375 |
| EE | Electrical Engineering works (buildings) | 0.25 |
| EP | Electrical Engineering works (Infrastructure) | 0.25 |
| GB | General Building | 0.5 |
| ME | Mechanical Engineering works | 0.25 |
| SB | Specialist | 0.25 |

Example 1: The contract amount for an engineering and construction works contract in the GB class of construction works is R65,7m. The contract skills development goal in Rands is $R65,7m \times 0.5\% = R328\ 500$.

3.1.2.2 In the case of professional services contracts the contract skills development goals, expressed in hours, shall be not less than the professional fees in millions of Rand multiplied by 150.

Example 2: The contract amount for a professional services contract is R5.6 m. The contract skills development goal in hours is $R5.6m \times 150 = 840$ hours.

3.1.2.3 The number of hours for the contract skills development goal shall be revised as the need arises and be published in a Gazette notice.

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

3.1.2.4 Where required in terms of the contract or order, a specified proportion of the learners and candidates shall be selected from persons in the employ of the state who meet the relevant eligibility criteria for the relevant programme.

3.1.2.5 Where required in terms of the contract or order, the employer shall advise the contractor of the types of training to be undertaken by the learners and candidates.

3.2 ACHIEVING THE CONTRACT SKILLS DEVELOPMENT GOAL (CSDG)

3.2.1 The contractor shall achieve the measurable contract skills development goal by providing opportunities to learners requiring structured workplace learning using one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured workplace learning opportunities for learners towards the attainment of a part or a full occupational qualification;

Method 2: structured workplace learning opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public TVET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured workplace learning opportunities for candidates towards registration in a professional category by a statutory council listed in Table 1 above.

3.2.2 Employed learners may not account for more than 33 percent of the contract skills development goal.

3.2.3 Not more than one method may be applied to any individual concurrently in the calculation of the contract skills development goal.

NOTE: The principle is that an individual can only be counted once towards the CSDG.

3.3 CONTRACT SKILLS DEVELOPMENT GOAL CREDITS

3.3.1 Contract skills development credits will not be awarded for learners enrolled as beneficiaries of other funded or subsidised programmes.

3.3.2 In the case of engineering and construction works, design and build and services contracts:

- a) The contract skills development goals shall be granted by multiplying the number of people employed by the contractors and placed for continuous

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

training opportunities in a three-month period by the notional values contained in Table 3, or as revised in a Gazette notice.

- b) The contractor may source beneficiaries of the contract skills development goal from the cidb Skills Development Agency (SDA).
- c) All beneficiaries of the Standard must be registered with the cidb SDA.

NOTE: The role and function of a cidb SDA is outlined in Annex B

Table 3: The notional cost of providing training opportunities per quarter

| Type of Training Opportunity | Provision for stipends (Unemployed learners only) | Provisions for mentorship | Provisions for additional costs* | Total costs | |
|--|---|---------------------------|----------------------------------|---------------------|-------------------|
| | | | | Unemployed learners | Employed learners |
| Method 1 | | | | | |
| Occupational qualification | R7 000 | R0 | R9 000 | R16 000 | R9 000 |
| Method 2 | | | | | |
| TVET College graduates | R14 000 | R0 | R9 000 | R23 000 | N/A |
| Apprenticeship | R14 000 | R0 | R12 000 | R26 000 | R12 000 |
| Method 3 | | | | | |
| P1 and P2 learners, or a 240 credits qualification | R24 000 | R20 000 | R4 500 | R48 500 | N/A |
| Method 4 | | | | | |
| Candidates with a 360 credits qualification | R37 000 | R20 000 | R4 500 | R61 500 | R20 000 |
| Candidates with 480 or more credits qualification | R47 000 | R20 000 | R4 500 | R71 500 | R20 000 |

*Additional provisions include provisions for personal protective equipment, insurance, medical assessments, course fees and trade tools (where applicable) assessment, moderation and monitoring of learners.

NOTE:

- i) Where an unemployed learner is employed directly by the contractor, the contractor shall pay the stipend directly to the learner
- ii) Where an unemployed learner is sourced through an SDA, training provider or skills development facilitator the contractor must pay the stipend to the SDA, training provider or skills development facilitator who in turn will pay the learner
- iii) The notional cost of providing training opportunities will be increase by CPI on an annual basis. The new, revised costs will be published on the cidb website on the 1st April in each year.

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

Example 3: Training Target Calculation for a R65,7m GB contract

| | |
|---------------------|--------------------|
| Contract amount | R65 700 000 |
| Contract duration | 12 Months |
| CSDG | 0,50% |
| Minimum CSDG target | 0,5% x R65 700 000 |
| | R328 500 |

| Skills Types | Number of learners | Notional Cost / Learner / Quarter | Notional cost/learner/year | Total Notional Cost over 12 months Contract |
|--|--------------------|-----------------------------------|----------------------------|---|
| Method 2: Workplace learning opportunities, with unemployed TVET graduates | 1 | R23 000 | R92 000 | R92 000 |
| Method 3: Candidacy for an unemployed learner with a 3-year qualification | 1 | R61 500 | R246 00 | R246 00 |
| Total | 2 | | | R338 000 |

3.3.3 Credits towards the contract skills development goal for professional services contracts shall be granted by summing the hours of structured workplace learning opportunities provided to P1 and P2 learners as well as professional candidates in accordance with this standard.

3.3.4 No more than 45 hours may be claimed per week for any individual.

3.3.5 Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this standard.

3.4 DENIAL OF CREDITS

Credits towards the contract skills development goal shall be denied should:

- a) the opportunities not be provided on site or the opportunities cannot be directly linked to the contract or order;
- b) Failure to register all beneficiaries of the Standard be with the cidb SDA;
- c) Failure to submit a copy of the final contract compliance training report within 15 days of practical completion;
- d) the following not be provided:
 - 1) the required contract compliance baseline plan, an interim contract compliance report or a final contract compliance report;
 - 2) the required mentorship plan for a candidate not be provided;
 - 3) the required training plan for learners not be provided;
 - 4) the training reports covering a period not be provided;

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

- 5) the required records, specified documents and signatures not be provided;
- 6) the structured mentorship is found not to be in accordance with the requirements of the applicable professional body, statutory council or qualifying authority;
- 7) the structured workplace learning is found not to be in accordance with the curriculum requirements of the part qualification or occupational qualification or prescription for professional registration for which the learner is registered;
- e) conditions of employment and rates of allowances for learners not be in accordance with legislative provisions; and
- f) the contractor does not maintain the required training records, or an audit reveals that there is insufficient information to substantiate claims for credits.
- g) the contractor claims credits for learners enrolled as beneficiaries on programmes that are funded or subsidised from another source.
- h) the contractor fails to provide sufficient evidence of disciplinary actions taken against a learner who fails to present their interim reports or credentials for assessment when they have had sufficient structured work experience or structured mentorship to do so.

4 COMPLIANCE WITH REQUIREMENTS

4.1 GENERAL

4.1.1 The contractor shall submit to the employer's representative:

- a) within 30 days of the contract coming into effect or the issuing of an order, a contract compliance baseline training plan taking into account the skills mix and type of workers that are to be engaged;
- b) interim contract compliance training reports at intervals which do not exceed 3 months; and
- c) a final contract compliance training report within 15 days of reaching completion, end of the service, the delivery date for all work required or practical completion in the case of professional service, service, design and construct contracts, and engineering and construction works contracts, respectively.

4.1.2 The information contained in the final contract compliance training report shall include the contract skills development goal achieved (in Rands or in hours) in the performance of the contract and a breakdown of the goal achieved in respect of the following:

- a) the name and contact details of the SDA,
- b) the skills mix and skills types achieved on the contract; and

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

- c) the names, ID numbers and period of employment of each learner and candidate.

4.1.3 The contractor shall keep records of the hours worked and registration particulars towards compliance with this standard. The contractor shall allow the employer's representative to inspect or audit such training records at any time.

4.1.4 The employer's representative shall undertake suitable random audits on records to confirm compliance with requirements.

4.1.5 The learners shall be directly employed by the contractor or SDA. The contractor shall enter into a contract agreement with the cidb SDAs, training provider or skills development facilitator of their choice participating in the implementation of this standard to:

- a) prepare training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- b) register learners with the appropriate Sector Education and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- c) manage learner registration with appropriate trade testing authorities as well as preparation for the trade test;
- d) liaise with the supervisor to monitor onsite training progress of learners;
- e) liaise with the supervisor to arrange for summative assessments at appropriate stages of the training; and
- f) liaise with the supervisor to prepare reports for the employer or employer's representative.

4.2 STRUCTURED WORKPLACE LEARNING OPPORTUNITIES FOR LEARNERS

4.2.1 Structured workplace learning opportunities shall be aligned to the curriculum requirements set for the particular part or full occupational qualification or professional designation for which the learner is registered.

4.2.2 A responsible supervisor will be appointed to allocate learning tasks, under the guidance of a competent person, to learners in line with their training plans.

4.2.3 Mentoring associated with structured workplace learning for artisan learners shall be undertaken by an artisan in the applicable trade with a minimum of 3 years of trade specific experience. The number of artisan learners mentored by a single mentor shall,

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.

4.2.4 Supervision associated with structured workplace learning for learners leading to a part or full occupational qualification other than artisan learners shall be undertaken by a person qualified in the applicable discipline with a minimum of 3 years of post-qualification experience.

4.2.5 The contractor shall submit to the employer's representative, in respect of each learner:

- a) within one month of commencing work directly related to the contract or order, a workplace training plan together with name of the learner's mentor and supervisor;
- b) within one month of commencing work directly related to the contract or order:
 - 1) proof of registration as a learner with the relevant SETA where applicable; and
 - 2) a copy of the mentorship agreement entered into with the learner or the company mentorship agreement entered into with the relevant qualified agency;
- c) within two weeks of updating a workplace training plan, the revised workplace training plan;
- d) a quarterly progress report and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the learner.

4.2.6 Learners shall be required by the mentor to complete training reports required by the relevant qualifying authority whenever a substantial activity or training period has been completed.

4.2.7 The mentor and supervisor shall sign off all reports and logbooks to allow the learner to move to other projects or employment and continue the path towards a qualification.

4.3 STRUCTURED WORKPLACE LEARNING FOR CANDIDATES

4.3.1 Mentoring associated with structured workplace learning for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

4.3.2 The contractor shall:

- a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

- b) identify a suitable mentor for the candidate. If the contractor does not have an inhouse mentor, the contractor shall enter into a mentoring agreement with the candidate and an external company as required by the professional body or statutory council; and
- c) issue each candidate with a portfolio of evidence file which is to be kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training experience reports.

4.3.3 The mentor shall from time to time provide an updated workplace training plan for a candidate outlining the activities in which the candidate will be involved, including activities required by the relevant professional body or statutory council. The mentor shall require candidates to maintain a logbook issued by the relevant professional body or statutory council. The mentor shall sign off such logbook at quarterly presentations and progress review meetings.

NOTE: The mentor should ensure where the duration of the contract or order exceeds the minimum time to register in a professional category of registration that candidates are exposed to the full range of activities and work towards assuming the full level of responsibility recommended by the relevant professional body or statutory council. This may require rotations and secondments.

4.3.4 The contractor shall submit to the employer's representative, in respect of each candidate:

- a) within one month of commencing work directly related to the contract or order:
 - 1) a workplace training plan together with name of the candidates' mentor and supervisor;
 - 2) proof of registration as a candidate with the relevant professional body or statutory council; and
 - 3) register all beneficiaries of the Standard be with the cidb SDA
- b) within one month of commencing work directly related to the contract or order a copy of the mentorship agreement entered into with the candidate or the company mentorship agreement entered into with a professional body or statutory council;
- c) within two weeks of updating a workplace training plan, the revised workplace training plan;
- d) quarterly progress reports and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the candidate.

Government Gazette 36760 of 23 August 2013 for official version

June 2020 version 2

www.gpwonline.co.za

- 4.3.5** Candidates shall be required by the mentor to complete training reports required by the relevant professional body or statutory council whenever a substantial activity or training period has been completed.
- 4.3.6** The mentor and supervisor shall sign off all reports and logbooks to allow the candidate to move to other projects or employment and continue on the path towards registration where the work related to the contract ends for whatever reason prior to the candidate gaining sufficient experience for registration.

5 RECORDS

- 5.1** The contractor shall submit all the documentation required in terms of clause 4 in a timely manner and according to a prescribed format where applicable.
- 5.2** The employer's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the employer and shall notify the contractor of this amount.
- 5.3** The contractor shall, upon termination of the opportunities provided in order to satisfy the contract skills development goal, certify the quantum and nature of the opportunity and submit the certificate, counter-certified by the relevant individual, to the employer's representative for record-keeping purposes.

6 SANCTIONS

- 6.1** In the event that the contractor fails to substantiate that any failure to achieve the contract skills development goal was due to reasons beyond the contractor's control which may be acceptable to the employer, the sanctions provided for in the contract or order shall apply.

NOTE: The contract establishes the sanctions that apply. These are set out in a tender evaluation schedule, the scope of work or contract data. Sanctions where tender evaluation points are granted with respect to a tendered CSDG or where a minimum CSDG is specified are usually applied in the form of:

- a) financial penalties (low performance damages), typically formulated on the difference between the contracted CSDG and the CSDG achieved in the performance of the contract; and
- b) the issuing of completion certificates only after the certificates described in clause 5 are received.

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

ANNEX A: INCORPORATING THIS STANDARD IN A PROCUREMENT DOCUMENT

(Informative)

A1 GENERAL

- A1.1** The following clause should be added to the scope of work of a contract or order to establish requirements:

Skills development requirements

The contractor shall achieve in the performance of the contract the contract skills development goal established in this *Standard for developing skills through infrastructure contracts (March 2020)*

NOTE: The term contractor may need to be changed to "consultant" or "professional service provider" or "supplier" depending upon the term that is used in the form of contract that is adopted. The term "performance of the contract" may need to be replaced with "execution of an order" where the scope of work forms part of an order.

- A1.2** Where an employer requires that employees of the state be seconded to the contractor in order to be provided with structured workplace learning opportunities in accordance with the provisions of this standard, the following clause should be included in the scope of work:
- A1.3** The specified number of employees of the state is The employer must provide a list of persons for selection by the contractor as prescribed in the implementation guidelines. Persons selected by the contractor shall be seconded to the contractor under the terms and conditions prescribed in the implementation guidelines.
- A1.4** Where the contract is part of a Strategic Infrastructure Project (SIPs) the contractor will be required to report to the Presidential Infrastructure Coordinating Council through the respective SIP Skills Coordinators linked to the office of the SIP Coordinator, using the approved PICC reporting template.
- ### **A2 SANCTIONS**
- A2.1** Sanctions should be provided for in the contract in the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under runs, the elimination of items, or any other reason beyond the contractor's control which may be acceptable to the employer.
- A2.2** Reference should be made to the cidb Practice Note to be published on methodologies and mechanisms to be adopted for sanctions on contractors who fail to comply with the provisions of the Standard.

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

ANNEX B: ROLE AND FUNCTION OF SKILLS DEVELOPMENT AGENCY

(Informative)

The Skills Development Agency (SDA) will provide career management and compliance reporting functions for all learners for CSDG compliance in terms of this Standard. Where the contractors provide direct employment to unemployed learners, or enrolls own employees for CSDG compliance, the contractor shall register them with the cidb SDA. The SDA can also act as an employment intermediary for unemployed learners.

The roles and functions of the Skills Development Agency (SDA) are summarised below.

B1 CAREER MANAGEMENT AND COMPLIANCE REPORTING

B1.1 The contractor shall enter into a contract agreement with the cidb SDA, training provider or skills development facilitator to manage their learners according to the provisions given below:

- a) preparing training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- b) registering learners with the appropriate Sector Educational and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- c) conducting entry and exit level medicals for learners at the conclusion of each placement opportunity;
- d) providing personal protective equipment;
- e) liaising with the supervisor to monitor onsite training progress of learners;
- f) liaising with the supervisor to arrange for summative assessments at appropriate stages of the training; and
- g) liaising with the supervisor to prepare reports for the employer's representative and cidb at practical completion of the contract.

B1.2 The relevant training provider or skills development facilitator shall invoice the contractors for the provision of these services as per cost schedule in Table 3.

B1.3 The cidb SDA shall open a trust fund to ring-fence monies essential for all learner requirements where necessary provided for in this standard such as personal protective equipment, medical assessments, insurance, course fees, monitoring as well as top up training and assessment.

B2 EMPLOYMENT INTERMEDIARY

B2.1 The cidb SDA can act as an employment intermediary for unemployed learners and provide contractors with learners qualifying for participation in the CSDG, as well as managing their employment functions such as payment of stipends, workman's compensation, provision of personal protective equipment, trade specific tools, etc.

Government Gazette 36760 of 23 August 2013 for official version
June 2020 version 2
www.gpwonline.co.za

- B2.2** In such cases, the contractor shall contract directly with an SDA, training provider or skills development facilitator of their choice for the recruitment, placement and management of learners. The contractor shall pay the SDA, training provider or skills development facilitator in accordance with the notional costs provided for in this standard, or as amended by a Gazette.