

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID NUMBER: PWRT/1637/22/MP

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

ISSUED BY:

Department of Public Works, Roads and Transport
Private Bag X11310
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....

(Also in words):

.....

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

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C3	Scope of Work
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C4	Site Information – None
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SBD 1: PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT					
BID NUMBER:	PWRT/1637/22/MP	CLOSING DATE:	16 March 2022	CLOSING TIME:	12h00
DESCRIPTION	MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER		CODE		NUMBER	
CELLPHONE NUMBER					
FACSIMILE NUMBER		CODE		NUMBER	
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		TCS PIN:		OR	CSD No:
☐ Yes		☐ Yes		☐ Yes	
☐ No		☐ No		☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐			
		AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		☐ A REGISTERED AUDITOR			
NAME:					
<i>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</i>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
[IF YES ENCLOSE PROOF]				[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE (ALL INCLUSIVE)	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	DPWRT		CONTACT PERSON	Mr JT MAVHUNGIRE	
CONTACT PERSON	Mr N Fakude		TELEPHONE NUMBER	013 766 0871	
TELEPHONE NUMBER	013 766 0871		FACSIMILE NUMBER		
CELL. NUMBER	076 642 6929		CELL. NUMBER	076 974 1558	
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

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SBD 1: PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE	
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.	
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.	
1.6. OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID	
2. TAX COMPLIANCE REQUIREMENTS	
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.	
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.	
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

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T1.1 Tender Notice and Invitation to Tender

The Department of Public Works, Roads and Transport, Mpumalanga Provincial Government, invites tenders for the Maintenance and Servicing of Septic Tanks at Various Facilities within the Province as and when Required for a Period of Three (3) Years.

Tenderers should have a CIDB contractor grading designation of **2 CE or higher** and must be Exempt Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSEs).

Tenderers must be registered on the Central Supplier Database and be compliant.

There will be a compulsory briefing meeting as detailed in the tender advertisement and tenderers are required to sign the attendance in the name of the entity.

Any addenda to this tender will only be send to entities appearing on the said compulsory meeting attendance register. Tenders will only be considered for evaluation if the entity appear on the compulsory briefing meeting attendance register.

NB:

Bidders who fail to meet the pre-qualifying criteria and/or requirements specified above will NOT BE ACCEPTED

The physical address for collection of tender documents is the offices of the Supply Chain Management in:

1. MBOMBELA

Riverside Government Complex
Building No 9, Government Boulevard,
Mbombela,
1200

Contact Persons:

Mr VS Ngobe
Tel: (013) 766 6339
or
Ms NN Ndlovu
Tel: (013) 766 8258
Fax: (013) 766 8455

2. MALELANE

24 Air Street
Malelane

Contact Persons:

Mr. G Sibiya:
Tel: (013) 7900 719 / 723 / 733
or
Ms DM Thobela
Tel: (013) 7900 719 / 723 / 733
Fax: (013) 790 0514

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3. SIYABUSWA

Old Parliament Building
Building No. 1;
Job Skhosana Street
Siyabuswa
0472

Contact Persons:
Mr. Tsepho Ngwatle
Tel: (013) 766 7961 / 62
or
Ms Sophie Masanabo
Tel: (013) 766 7961 / 62
Fax: NA

5. ELUKWATINI

Elukwatini Sub Regional offices
Office numbers A49 and A50
Stand number 12
Extension A,
Elukwatini,
1190

Contact Persons:
Mr Z Mkhonza
Tel: 017 883 1396/7
or
Ms LT Khathide
Tel: 017 883 1396/7
Fax: NA

4. MIDDELBURG

Department of Public Works: Old TPA Building
Upper ground floor,
Office numbers A20, 21 and 25
Cnr. Lillian Ngoyi Dr Beyers Naudé Streets
Middleburg

Contact Persons:
Ms Lorraine Motebu
Tel: (013) 282 8776 / 9151
or
Ms Mendy Kabini
Tel: (013) 282 8776 / 9151
Fax: (013) 282 8776

6. PIET RETIEF

Department of Social Services,
Population and Development Old TPA
Building
18 Joubert Street (Cnr Kruger and Joubert
Street)

Contact Person:
Mr Alex Shongwe
Tel: (017) 826 1671
Fax: (017) 826 0577

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7. KWAMHLANGA

KwaMhlanga Government Complex
Department of Finance,
Building No. 12,
Computer Centre

Contact Persons:
Ms TA Sibanyoni:
Tel: (013) 766 4872,
or
Ms Emily Mnguni:
Tel: (013) 766 4873
or
Ms. TS Mabena:
Tel: (013) 766 4875
Fax: (013) 947 2250

8. EVANDER

10 Cornell Road
(Previously occupied by Evander Home
Affairs Offices),
Evander,
2280

Contact Persons:
Mr Andries Mahlangu
Tel: (017) 632 1607 / 1540 / 1549
or
Ms Martha Mahlangu
Tel: (017) 632 1607 / 1540 / 1549
or
Ms TV Manana
Tel: (017) 632 1607 / 1540 / 1549
Fax: (017) 632 1395

9. BUSHBUCKRIDGE

Bushbuckridge Advice Centre
Department of Finance,
Protea building (old Telkom building)

Contact Persons:
Mr Cecil Tshabangu,
Tel: (013) 799 2125
or
Mr Peterson Sithole
Tel: (013) 799 2125
Fax: (013) 799 0535

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Documents may be collected during working hours between 08:00 and 16:00

Please note that while tender documents can be collected at any of the abovementioned satellite offices, tender documents can **ONLY BE SUBMITTED** at the following Supply Chain Management Offices listed below:

MBOMBELA

Riverside Government Complex
Building No 9, Government Boulevard,
Mbombela,
1200

Contact Persons:
Mr VS Ngobe
Tel: (013) 766 6339
or
Ms NN Ndlovu
Tel: (013) 766 8258

MIDDELBURG

Department of Public Works
Old TPA Building
Upper ground floor,
Office numbers A20, 21 and 25
Cnr. Lillian Ngoyi / Dr Beyers Naudé Streets

Contact Persons:
Ms Lorraine Motebu
Tel: (013) 282 8776 / 9151
or
Ms Mendy Kabini
Tel: (013) 282 8776 / 9151

PIET RETIEF

Department of Finance,
11 Measroch Street
Piet Retief

Contact Person:
Mr Alex Shongwe
Tel: (017) 826 1671

KWAMHLANGA

KwaMhlanga Government Complex
Department of Finance,
Building No. 12,
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Contact Persons:
Ms TA Sibanyoni:
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or
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THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

EVANDER

10 Cornell Road (previously occupied by
Evander Home Affairs Offices),
Evander,
2280

Contact Person:

Mr Andries Mahlangu

Tel: (017) 632 1607 or 1540 or 1549

or

Ms Martha Mahlangu

Tel: (017) 632 1607 or 1540 or 1549

or

Ms TV Manana

Tel: (017) 632 1607 or 1540 or 1549

MALELANE

24 Air Street

Malelane

Contact Persons:

Mr. G Sibiya:

Tel: (013) 7900 719 / 723

or

Ms DM Thobela

Tel: (013) 7900 719 / 723

Fax: (013) 790 0514

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Protea building (old Telkom building)

Contact Person:

Mr Cecil Tshabangu

Tel: (013) 799 2125

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T1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (see www.cidb.org.za) which are reproduced without amendment or alteration for the convenience of tenderers as an Annex to this Tender Data.

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

The additional conditions of tender are:

Clause number	Tender Data for PROJECT NUMBER: PWRT/1837/22/MP
F.1.1	The employer is the Department of Public Works, Roads and Transport, Mpumalanga Provincial Government.
F.1.2	The tender documents issued by the employer comprises: - T1.1 Tender notice and invitation to tender - T1.2 Tender data - T2.1 List of returnable documents - T2.2 Returnable schedules Part 1: Agreements and contract data - C1.1 Form of offer and acceptance - C1.2 Contract data - C1.3 Form of Guarantee - C1.4 Adjudicator's appointment Part 2: Pricing data - C2.1 Pricing instructions - C2.2 Bills of Quantities Part 3: Scope of work - C3 Scope of work Part 4: Site information - C4 Site information

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- F.1.4 The employer's Contact Person:
Name: Julius T Mavhungire
Designation: Director- Building Maintenance
Address: 4th Floor, Bell Towers
 18 Bell Street
 Nelspruit, 1200

Tel: 013 766 0871
E-mail: mavhungirejt@mpg.gov.za
- F.2.1 Tenderers should have a CIDB contractor grading designation of **2 CE or higher** and must be Exempt Micro Enterprises (EMEs) or Qualifying Small Enterprises (QSEs)
- F.2.12 No alternative tender offers will be considered
- F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as one original (i.e. no copies should be submitted).
- F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package

Location of tender box: Physical address:

MBOMBELA

Riverside Government Complex
Building No 9, Government
Boulevard,
Mbombela,
1200

Contact Persons:
Mr VS Ngobe
Tel: (013) 766 6339
or
Ms NN Ndlovu
Tel: (013) 766 8258

MIDDELBURG

Department of Public Works
Old TPA Building
Upper ground floor,
Office numbers A20, 21 and 25
Cnr. Lillian Ngoyi / Dr Beyers
Naudé Streets

Contact Persons:
Ms Lorraine Motebu
Tel: (013) 282 8776 / 9151
or
Ms Mendy Kabini
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PIET RETIEF

Department of Finance,
11 Measroch Street
Piet Retief

KWAMHLANGA

KwaMhlanga Government Complex
Department of Finance,
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Contact Person:
Mr Alex Shongwe
Tel: (017) 826 1671

Contact Persons:
Ms TA Sibanyoni:
Tel: (013) 766 4872
or
Ms Emily Mguni
Tel: (013) 766 4873
or
Ms TS Mabena
Tel: (013) 766 4873

EVANDER

10 Cornell Road (previously
occupied by Evander Home Affairs
Offices),
Evander,
2280

Contact Person:
Mr Andries Mahlangu
Tel: (017) 632 1607 or 1540 or
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MALELANE

24 Air Street
Malelane

Contact Persons:

Mr. G Sibiya:

Tel: (013) 7900 719 / 723

or

Ms DM Thobela

Tel: (013) 7900 719 / 723

Fax: (013) 790 0514

Identification details:

Project Number: PWRT/1837/22/MP

Title: Maintenance and Servicing of Septic Tanks at Various Facilities within the Province as and when required for a Period of Three (3) Years

Postal address:

Private Bag X11302,
Nelspruit,
1200

- F.2.13 A two-envelope procedure will not be followed.
- F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
- F.2.15 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is 90 days.
- F.2.18 The tenderer is to submit the priced schedule of rates and return the priced schedule with the tender.
- F.2.19 The tenderer is required to submit with his tender a valid Tax Clearance Certificate issued by the South African Revenue Services.

Where a tenderer tenders through joint venture formation, such tenderers should include a notarized joint venture agreement duly signed by each partner.

F.3.11 EVALUATION CRITERIA

Bidders will be firstly evaluated on functionality for elimination purposes only and then further evaluated on the 80/20 preferential point system.

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Bidders who scores less than 60% (60/100) of the maximum points on the functionality section will not be considered for further evaluation

The Department will consider performance of contractor on previous appointments when evaluating the bid.

The functionality will be scored using the following criteria:

- Company Experience;
- Availability of Vehicles;
- Submission of operation plan;

Functionality points will be allocated as indicated in the Table below:

Functionality Criteria	Sub – Criteria	Maximum Number of Points
Company Experience in terms of value of work done	Bidder's relevant experience in Value of work previously done terms • Less than R0.5 million = 5 points • R0.5 million to R1.5 million = 10 points • R1.5 million to R3.0 million = 20 points • R3.0 million and above = 30 points Copies of appointment letters, work orders and payment orders indicating the value of work done must be attached as proof	30 points
Company Experience in terms of value of work done	Bidder's relevant experience in terms of number of years the bidder has been executing similar work • Less than R1 year = 0 points • 1 year to 2 years = 5 points • 2 years to 3 years = 20 points • 3 year and above = 30 points Copies of appointment letters, work orders and payment orders indicating the date of appointment and/or date of commencement of works must be attached as proof	30 points
Transport and Delivery Vehicles	• List all transport vehicles in good and working condition to be used under this Contract. • Indicate owned and hired vehicles.	30

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Functionality Criteria	Sub – Criteria	Maximum Number of Points
	Number of Service vehicles which must be LDV and a 10 000 litre honey sucker: • No Honey Sucker = 0 points • No LVD and Honey Sucker = 10 points • One LVD and One Honey Sucker = 15 points • Two LDV and One Honey Sucker = 30 points Bidders must attach vehicle registration certificates for owned vehicles. Half points will be allocated for bidders who submit letter of intent to hire, signed and stamped by the supplier. Bidders will score zero for non-submission of required proof as indicated above.	
Operational Plan	Submission of Operational Plan Environmental Management Plan, SHEQ, Risk Management Plan = 10 points Bidders will score zero for non-submission of required proof as indicated above.	10 points

Note:

- Cut-off points for Functionality (threshold) = 60 of the 100 points;
- A bid will be disqualified if it fails to meet the minimum threshold for functionality.

Bids that the minimum threshold of 60% of the 100 points for functionality will further be evaluated using the 80/20 Point system as follows:

Financial Offer / Price

A maximum of 80 tender evaluation points will be awarded for Financial Offer / Price using the formula below.

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$$N_{FO} = 80 \left[1 - \frac{[P - P_m]}{P_m} \right]$$

Where,

N_{FO} = Financial offer

P_m = Most favourable tender offer

P = Tender under consideration

B-BBEE Status Level of Contributor:

A maximum of 20 tender evaluation points will be awarded based on

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non – compliant contributor	0

Tender evaluation points = Points for financial offer + points for BBBEE

NOTE:

- a) Should it be discovered that false information has been provided the tender (offer) shall be invalidated

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- | | |
|---------------------------------|---|
| Clause number
F3.13.1 | Tender Data for PROJECT NUMBER: PWRT/1637/22/MP
Tender offers will only be accepted if: <ul style="list-style-type: none">a) the tenderer has in his or her possession a valid Tax Clearance Certificate issued by the South African Revenue Services or has made arrangements to meet outstanding tax obligations;b) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;c) the tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;d) the tenderer has not:<ul style="list-style-type: none">i) abused the Employer's Supply Chain Management System; orii) failed to perform on any previous contract and has been given a written notice to this effect; ande) has completed the Compulsory Supplier Questionnaire - Contractors and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. |
| F.3.18 | The number of paper copies of the signed contract to be provided by the employer is one. |

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Annex: Standard Conditions of Tender

(As contained in Annexure F of the CIDB Standard for Uniformity in Construction Procurement)

F.1 General

F.1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- d) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

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F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form, that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.2 Tenderer's obligations

F.2.1 Eligibility

Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer satisfy requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

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F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

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F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit a tender offer to provide the whole of the works, services or supplies identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

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F.2.13.5 Seal the original of the tender offer, marking the package "ORIGINAL". The outside of the envelope should state the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No

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change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

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F.3 The employer's undertakings

F.3.1 Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the opening held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial

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proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) meets the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- change the Employer's or the tenderer's risks and responsibilities under the contract, or
- affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors

Check responsive tender offers for arithmetical errors, correcting them in the following manner:

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- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- If a bill of quantities (or schedule of rates) apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate will be corrected.
- Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below:

Method 1: Financial offer	1) Rank tender offers from the most favorable to the least favorable comparative offer. 2) Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preferences	1) Score tender evaluation points for financial offer. 2) Confirm that tenderers are eligible for the preferences claimed and if so, score tender evaluation points for preferencing. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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Method 3: Financial offer and quality	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Calculate total tender evaluation points. 4) Rank tender offers from the highest number of tender evaluation points to the lowest. 5) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	1) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data. 2) Score tender evaluation points for financial offer. 3) Confirm that tenderers are eligible for the preferences claimed, and if so, score tender evaluation points for preferencing. 4) Calculate total tender evaluation points. 5) Rank tender offers from the highest number of tender evaluation points to the lowest. 6) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

Score financial offers, preferences and quality, as relevant, to two decimal places.

F.3.11.2 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$N_{FO} = W_1 \times A$ where:

N_{FO} = the number of tender evaluation points awarded for the financial offer.

W_1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data.

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Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	P/P_m
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	P_m/P

where:

P_m = the comparative offer of the most favorable tender offer.

P = the comparative offer of tender offer under consideration.

F.3.11.3 Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

F.3.13.1 Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

F.3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

F.3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their tender offers have not been accepted.

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F.3.15. Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.16 Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

F.3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.18 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

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T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes:

- Copies of appointment letters indicating the value of work done, work orders issued for the work and completion certificates;
- SARS PIN issued by the South African Revenue Services;
- Schedule of Tender's Experience
- Proof or confirmation of previous experience from relevant institutions
- Proof of ownership or legal agreement to lease required vehicles
- Certified copy of BBBEE Certificate;
- Proof of Operational Plan

2. Compulsory Returnable Schedules (Certified copies/originals of the following Documents must be submitted. Failure to submit any of the listed documents below will result in automatic disqualification)

- Company Registration documents;
- Certified copies of Identity Documents for all Company owners and/or directors;
- Contractor must be registered on CIDB grading 2CE or higher;
- Joint Venture Agreement (where applicable);
- Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate e.g, Letter of good standing;
- Enterprise Questionnaire;
- SBD forms: SBD1, SBD4, SBD6.1, SBD6.2, SBD8 and 9 (fully completed and signed);
- Fully Completed Bill of Quantities
- Fully Completed and Signed Form of Offer;
- Fully completed and signed bid document.
- Registration on CSD and CIDB

NOTE:

Failure to submit the above compulsory documents and schedules will automatically disqualify the bid.

Where any of the compulsory returnable schedules and/or documents make a provision for signature, these schedules must be fully completed and signed. If not, the bid will be disqualified.

3. Other documents required for tender evaluation purposes

- Priced Bills of Quantities

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- 4. The offer portion of the C1.1 Offer and Acceptance**
- 5. C1.2 Contract Data (Part 2)**

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T2.2 List of Schedules

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

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

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Certificate of Attendance at Compulsory briefing

This is to certify that (tenderer)

.....
of (address)

.....
was represented by the person(s) named below at the compulsory briefing meeting held for
all tenderers at (location)

.....
on (date)..... and starting at (time).....

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with
the site of the works and / or matters incidental to doing the work specified in the tender
documents in order for me / us to take account of everything necessary when compiling our
rates and prices included in the tender.

Particulars of person attending the meeting:

Name:..... Signature:

Capacity:

Identity number:

Attendance of the above person(s) at the meeting is confirmed by the Employer's
representative, namely:

Name:..... Signature:

Capacity:..... Date and Time:

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Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.				
Section 1: Name of enterprise:				
Section 2: VAT registration number, if any:				
Section 3: CIDB registration number, if any:				
Section 4: Particulars of sole proprietors and partners in partnerships				
Name*	Identity number*	Personal income tax number*		
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners				
Section 5: Particulars of companies and close corporations				
Company registration number				
Close corporation number				
Tax reference number				
Section 6: Record of service of the state				
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> ☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity </td> <td style="width: 50%; vertical-align: top;"> ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature </td> </tr> </table>			☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature
☐ a member of any municipal council ☐ a member of any provincial legislature ☐ a member of the National Assembly or the National Council of Province ☐ a member of the board of directors of any municipal entity ☐ an official of any municipality or municipal entity	☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) ☐ a member of an accounting authority of any national or provincial public entity ☐ an employee of Parliament or a provincial legislature			
If any of the above boxes are marked, disclose the following:				

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| ☐ a member of any municipal council | ☐ an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| ☐ a member of any provincial legislature | ☐ a member of an accounting authority of any national or provincial public entity |
| ☐ a member of the National Assembly or the National Council of Province | ☐ an employee of Parliament or a provincial legislature |
| ☐ a member of the board of directors of any municipal entity | |
| ☐ an official of any municipality or municipal entity | |

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise:

- i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

**MPUMALANGA PROVINCIAL GOVERNMENT
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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

Signed _____ Date _____

Name _____

Identity
number _____ Position _____

*Enterprise
name* _____

**MPUMALANGA PROVINCIAL GOVERNMENT
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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Id number chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Msacting in the capacity of, was authorised to sign all documents in connection with the tender for Contract No and any contract resulting from it, on behalf of the company.

Chairman: **Date:**.....

As Witnesses: 1.
2.

**MPUMALANGA PROVINCIAL GOVERNMENT
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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as

.....

hereby authorise Mr/Ms, acting in the capacity of

.....

to sign all documents in connection with the tender for Contract
No.....

and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
..... ID No.....			
..... ID No.....			
..... ID No.....			
..... ID No.....			

***Note: This certificate is to be completed and signed by all of the key members upon
whom rests the direction of the affairs of the Close Corporation as a whole.***

**MPUMALANGA PROVINCIAL GOVERNMENT
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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as

.....

hereby authorize Mr/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No

and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

(IV) CERTIFICATE FOR JOINT VENTURE

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise
Mr / Ms , authorised signatory of the
company
, acting in the capacity of lead partner, to sign all documents in connection with the tender
offer and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized
signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		
Firm 1		

***Note: This certificate is to be completed and signed by all of the key partners upon
whom rests the direction of the affairs of the Partnership as a whole.***

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
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(V) CERTIFICATE FOR SOLE PROPRIETOR

I,
hereby confirm that I am the sole owner of the business trading as
.....

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

**MPUMALANGA PROVINCIAL GOVERNMENT
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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

SCHEDULE OF PLANT AND TRANSPORT VEHICLES

The following are lists of major vehicles that I / we presently own or lease and will have available for this contract if my / our tender is accepted.

- (a) **Details of major transport vehicles owned by me / us and immediately available for this contract.**

DESCRIPTION (type, size, capacity etc)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required

- (b) **Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted**

DESCRIPTION (type, size, capacity etc)	QUANTITY	HOW ACQUIRED	
		HIRE/BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, which will prejudice his tender.

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer)

DATE:

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

EXPERIENCE OF TENDERER

The following is a statement of work of similar nature recently successfully executed by myself / ourselves.

Full details of current projects must also be listed here with all relevant contact details:

EMPLOYER: CONTACT PERSON AND TELEPHONE NUMBER	CONSULTING ENGINEER: CONTACT PERSON AND TELEPHONE NUMBER	NATURE OF WORK	VALUE OF WORK (inclusive of VAT)	DATE COMPLETED OR EXPECTED TO BE COMPLETED

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer)

DATE:

**MPUMALANGA PROVINCIAL GOVERNMENT
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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

TRADE REFERENCES

The following is a statement of traceable, current trade references (suppliers and/or plant hire):

SUPPLIER / PLANT HIRE NAME	TYPE OF SUPPLIER / PLANT HIRE	CONTACT PERSON	CONTACT NUMBER

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer)

DATE:.....

**MPUMALANGA PROVINCIAL GOVERNMENT
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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
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PROPOSED SUBCONTRACTORS

I/We hereby notify you that it is my/our intention to employ the following subcontractors for work in this contract.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

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

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	COMPANY REGISTRATION No AND CIDB CLASSIFICATIO	DESCRIPTION OF WORK TO BE EXECUTED BY SUBCONTRACTOR

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer)

DATE:.....

**MPUMALANGA PROVINCIAL GOVERNMENT
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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
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KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of all key personnel as per the project specification. The information is necessary for evaluation of the tender.

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer)

DATE:.....

**MPUMALANGA PROVINCIAL GOVERNMENT
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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
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CURRICULUM VITAE OF KEY PERSONNEL

(CVs are required only for key personnel identified in the tender specification)

JOB TITLE: _____

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer)

DATE:

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

JOB TITLE: _____

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

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DATE

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INCUMBANT'S IDENTITY NUMBER

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer)

DATE:

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

JOB TITLE: _____

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

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SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer)

DATE:.....

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

JOB TITLE: _____

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer)

DATE:.....

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

[illegible]

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

DATE _____

.....

INCUMBANT'S IDENTITY NUMBER

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

JOB TITLE: _____

Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional Registration Number:	
Name of Employer (firm):	
Current position:	Years with firm:
<u>Employment Record:</u>	
<u>Experience Record Pertinent to Required service:</u>	

Certification:

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....
DATE

.....
INCUMBANT'S IDENTITY NUMBER

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer)

DATE:

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).

I / We herewith propose amendments, alternatives and discounts as set out in the tables below:

(a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

*[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.*

(b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

*[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, program, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.*

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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

- (3) *Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]

SIGNATURE: IDENTITY NUMBER:
.....

(of person authorised to sign on behalf of the Tenderer)

DATE:.....

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

JOINT VENTURE AGREEMENT BETWEEN PARTIES

Attached hereto is my / our duly signed, notarised Joint Venture Agreement. My / our failure to submit the agreement with my / our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the tender process

**MPUMALANGA PROVINCIAL GOVERNMENT
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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
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**CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION OR COMPANY
REGISTRATIONDOCUMENTS**

Attached hereto is a certified copy of my / our company registration of incorporation or company registration documents. My failure to submit the copy with my / our tender document will lead to the conclusion that I am / we are not registered as claimed.

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

TENDERER'S FINANCIAL STANDING

In terms of Clause F.2.18.1 of the Contract-specific Tender Data the Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender financial statement, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

Details of the Tender's banker must also be provided as indicated below

Name of account holder:

.....

Name of Bank:..... Branch:

Account number: Type of account:

Telephone number:..... Facsimile number:

Name of contact person (at bank:

Failure to provide either the required certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion. The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer

SIGNATURE: IDENTITY NUMBER:.....
(of person authorised to sign on behalf of the Tenderer)

DATE:.....

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

VALID VAT CERTIFICATE

Attached hereto is my / our certified copy of my / our VAT registration certificate. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered for VAT.

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

TAX CLEARANCE CERTIFICATE

IMPORTANT NOTES:

1. The following is an abstract from the Preferential Procurement Regulations 2001 promulgated with the Preferential Policy Framework Act No 5 of 2000:

"Tax clearance certificate

16. No contract may be awarded to a person who has failed to submit an original Tax Clearance Certificate from the South African Revenue Service ("SARS") certifying the taxes of that person to be in order or that suitable arrangements have been made with SARS."

2. The ST 5.1 form, Application for Tax Clearance Certificate (in respect of tenders), must be **completed by the tenderer in every detail and submitted to the Receiver of Revenue** where the tenderer is registered for income tax purposes. The Receiver of Revenue will then furnish the tenderer with a **Tax Clearance Certificate that will be valid for 6 months from date of issue, unless otherwise indicated on the certificate issued by SARS. This Tax Clearance Certificate must be submitted in the original as an integral part of the tender.**

Each party to a Consortium / Joint Venture / Sub-contractors must complete a separate Tax Clearance Certificate.

Failure to submit an original and valid Tax Clearance Certificate, will inevitably invalidate the tender.

3. An **example** of the Application for Tax Clearance Certificate which Tenderers may use to apply for the Tax Clearance Certificate is included hereafter and is available at any Receiver's Office.

**MPUMALANGA PROVINCIAL GOVERNMENT
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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

APPLICATION FORM FOR TAX CLEARANCE CERTIFICATE]

(IN RESPECT OF TENDER) [EXAMPLE]

1. NAME OF TAXPAYER/TENDERER:																					
2. TRADE NAME:																					
3. IDENTIFICATION No. (if applicable):	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
4. COMPANY/CLOSE CORPORATION REG No.:	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
5. INCOME TAX REFERENCE No.:	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
6. VAT REGISTRATION No.:	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
7. PAYE EMPLOYERS REG No. (if applicable):	<table border="1" style="width: 100%; height: 20px;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
NB: Copy of the tender request must be attached to this application.																					
CONTACT PERSON REQUIRING TAX CLEARANCE CERTIFICATE:																					
SIGNATURE :																					
NAME :																					
TELEPHONE NUMBER	CODE: NUMBER:																				
ADDRESS :																					
DATE :	200/...../.....																				
Please note that the Commissioner for the South African Revenue Service (SARS) will not exercise his discretionary powers in favour of any person with regard to any interest, penalties and/or additional tax leviable due to the late or underpayment of taxes, duties or levies or the rendition of returns by any person.																					
NAME OF PERSON RESPONSIBLE FOR CONTRACT :																					

(ST 5.1) March
999

**MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

NB: This example of the application form for a tax clearance certificate is included for the convenience of tenderers. The application form has to be submitted to SARS to enable them to issue the required Tax Clearance Certificate. The original and valid Tax Clearance Certificate obtained from the Receiver of Revenue must be submitted with the tender (to be attached to the next page).

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SARS Pin

[SARS from South African Revenue Services to be inserted here]

**MPUMALANGA PROVINCIAL GOVERNMENT
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CSD REGISTRATION PROOF

Attached hereto is my / our certified copy of registration proof with the Central Supplier Database (CSD). My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with CSD.

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COIDA REGISTRATION CERTIFICATE

Attached hereto is my / our certified copy of registration certificate with the Compensation for Occupational Injuries and Diseases, eg letter of good standing. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with COIDA.

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CONTRACTOR'S CERTIFICATE OF REGISTRATION WITH CIDB

Attached hereto is my / our registration number with the Construction Industry Development Board. My / our failure to submit the registration number with my / our tender document will lead to the conclusion that my / our company is not registered with CIDB.

NOTE: The CIDB can be contacted or visited on www.cidb.org.za for more information on registration. Obtain a “Code of Conduct for all parties engaged in construction procurement” for your information.

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CONTRACTOR'S PROOF OF DISABILITY

Attached hereto is my / our proof of disability to support preference claimed for disability equity ownership. My failure to submit the proof with my / our tender document will lead to the conclusion that I am / we do not qualify for the preference points claimed for disability equity ownership.

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CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHSA 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHSA 1993 Construction Regulations 2003.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHSA 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHSA 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHSA 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHSA 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

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8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

SIGNATURE: IDENTITY NUMBER:
(of person authorised to sign on behalf of the Tenderer)

DATE:.....

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**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

***[In terms of Regulation 3 of the Construction Regulations 2003, the successful
Tenderer must complete and forward this form prior to commencement of work to
the office of the Department of Labour.]***

1. (a) Name and postal address of Contractor:

.....

(b) Name of Contractor's contact person:

Telephone number:.....

2. Contractor's compensation registration number:.....

3. (a) Name and postal address of client:.....

(b) Name of client's contact person or agent:.....

Telephone number:.....

4. (a) Name and postal address of designer(s) for the project:

.....

(b) Name of designer's contact person:.....

Telephone number:.....

5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1):.....

Telephone number:.....

6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation
6(2).

.....

7. Exact physical address of the construction site or site office:

.....

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8. Nature of the construction work:

.....

9. Expected commencement date:.....

10. Expected completion date:.....

11. Estimated maximum number of persons on the construction site:.....

12. Planned number of subcontractors on the construction site accountable to Contractor:

.....

13. Name(s) of subcontractors already chosen:

.....

.....

.....

SIGNED BY:.....

CONTRACTOR:.....

DATE:.....

IDENTITY NUMBER:.....

CLIENT:.....

DATE:.....

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MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN THE
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SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Company Registration Number:
.....
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

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

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

.....

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

.....

Position occupied in the state institution:

.....

Any other particulars:

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

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

2.9.1 If so, furnish particulars.

.....

.....

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2.10 Are you, or any person connected with the bidder, **YES/NO**

aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....
.....

2.11 Do you or any of the directors / trustees / shareholders / members **YES/NO**
of the company have any interest in any other related companies
whether or not they are bidding for this contract?

2.11.1 If so, furnish particulars:

.....
.....

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number/Persal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME)

.....

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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SBD 6.1

**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.

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

- a) The value of this bid is estimated to not exceed **R50 000 000** (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) ~~Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender).~~

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 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.

2. DEFINITIONS

- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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- (c) “**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 goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) “**Broad-Based Black Economic Empowerment Act**” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) “**EME**” means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) “**prices**” includes all applicable taxes less all unconditional discounts;
- (h) “**proof of B-BBEE status level of contributor**” means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

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

80/20 or 90/10

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

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

4.1 In terms of Regulation 6 (2) and 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:

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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. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(*Tick applicable box*)

YES		NO	
-----	--	----	--

7.1.1 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 or QSE

(*Tick applicable box*)

YES		NO	
-----	--	----	--

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:

.....

8.2 VAT registration number:

.....

8.3 Company registration number:

.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:

.....

8.8 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

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contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, 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 paragraphs 1.4 and 6.1, 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 contributor 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) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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 BIDDERS(S)

DATE:

ADDRESS

.....

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SBD 6.2

**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) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

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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.

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>
_____	_____ %
_____	_____ %
_____	_____ %

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 at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.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	

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.

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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.thdti.gov.za/industrialdevelopment/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:
 - (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 4.1 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	

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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 4.1 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: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

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SBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
4.2.1	If so, furnish particulars:		

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Item	Question	Yes	No
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

.....

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY
BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) 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 *pe 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 SBD 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 (SBD 9) 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.

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SBD 9

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.

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SBD 9

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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

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C1.1 Form of Offer and Acceptance

Offer

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

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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 OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

..... Rand (in words);
R (in figures)

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.

Signature: Date:

Name:

Capacity:

for the tenderer:

(Name and address of organization)

Name and signature of witness Date:

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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: Agreements 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 Parts 1 to 4 above.

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

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill 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 working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature: Date:

Name:.....

Capacity:.....

**for the Employer: DPWRT
Private Bag X 11302, Nelspruit, 1200**

Name and
signature Date:.....
of witness

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Schedule of Deviations

1. Subject

.....
Details.....

2. Subject

.....
Details.....

3. Subject

.....
Details.....

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.

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C1.2 Contract Data

The General Conditions of Contract for Government Procurement (Annexure A) are applicable to this contract. Copies of these conditions of contract may be obtained from the Department.

C1.2 Contract Data for Contract number: **PWRT/1637/22/MP**

Section 1.01 The General Conditions of Contract for Construction Works (2004) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these conditions of contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

Each item of data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

C1.2.1: CONDITIONS OF CONTRACT GENERAL CONDITIONS OF CONTRACT
SPECIAL CONDITIONS OF CONTRACT

1. GENERAL
2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

APPENDIX A: TRANSFER OF RIGHTS

C1.2.1 CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works - 1st Edition 2004", issued by the South African Institution of Civil Engineering. (Short title: "General Conditions of Contract") and can be obtained from:

SAICE

Waterfall Park

Howick Gardens

Vorna Valley Half way House

Becker Street

MIDRAND

1685

Gauteng Province

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PWRT/1637/22/MP

Maintenance and Servicing of Septic Tanks at Various Facilities within the
Province as and when Required for a Period of Three (3) Years

Part C1.2:

Contract Data

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Tel: (011) 805-5947/8

Fax: (011) 805-5971

It is agreed that the only variations from the General Conditions of Contract 2004 1st Edition are those set out hereafter under "Special Conditions of Contract".

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2004 to the extent specified below, and shall take precedence and shall govern. The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Conditions 2004, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

2. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

The variations to the General Conditions of Contract are:

- 4.5.2 Replace the term "Safety" with "Occupational Health and Safety"
- 6.3 For conditions regarding selection of LOCAL EMERGING SUB-CONTRACTORS (LES Work), see additional clauses below.
- 55.1.8 Replace sub-clause with: The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.

The additional clauses to the General Conditions of Contract are:

Local Emerging Sub-Contractors (LES)

The Contractor shall promptly, and in any event within a reasonable time after the Commencement Date, sub-contract a portion of the Works to the value of ten (10) percent of the work specified in the Schedule of Works (excluding preliminary and general costs) ("the LES Work") to one or more of the local emerging subcontractors notified by the Employer to the Contract ("the Local Emerging Sub-Contractors"), in strict accordance with, and subject to, the requirements set out in Paragraphs (i) to (x) of this Clause, as follows:

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- (i) The Contractor shall select the Local Emerging Sub-Contractor(s) to whom he is to subcontract the LES Work by means of a competitive bidding process conducted strictly in accordance with the CIDB Standard for Uniformity in Construction Procurement and Best Practice Guidelines January 2009, and in doing so shall exercise all reasonable endeavours to ensure as inclusive and equal a distribution of the LES Work as shall be practicable amongst all the Local Emerging Sub-Contractors, taking into account price, competency and capacity only.
- (ii) The Contractor shall, without reference to the Employer, taking into account only the competencies and capacity of each Local Emerging Sub-Contractor, be free to identify those components of the LES Work that he shall allocate to each Local Emerging Sub-Contractor.
- (iii) Subject to paragraphs (iv) and (vii) of this clause, in the event that the Contractor fails to subcontract and/or allocate the required quantum of LES Work or any portion thereof in accordance with this clause, the Engineer may either a) apply a penalty equal to 10% of the value of the shortfall, or b) make a determination regarding the setting aside of the LES Work so as to prevent the shortfall.
- (iv) Subject to paragraph (vii) of this clause, and notwithstanding paragraph (iii) of this clause, in the event that the Contractor fails to sub-contract and/or allocate the required quantum of LES Work or any portion thereof in accordance with this clause by reason of his inability to reach agreement on price with one or more of the Local Emerging Sub-Contractor(s), the Engineer may, in his absolute discretion, advise the Employer to allow an increase in the Contractor's rates to so as to facilitate successful price negotiation. In the event that the Employer refuses to authorise an increase to the Contractor's rates or, in the event that the authorised increase in rates fails to facilitate successful negotiation between the Contractor and the relevant Local Emerging Sub-Contractor(s), the Contractor shall be relieved of his obligation to sub-contract the relevant portion of LES Work, always subject to paragraph (vii) of this clause.
- (v) The rates to be applied by the Contractor in the sub-contracts with the Local Emerging Sub Contractors for the LES Work shall at all times be based strictly on the rates applicable to the Contractor under the Contract, save for any adjustments allowed in terms of paragraph (iv) above.
- (vi) The Contractor shall apply the same rates to each Local Emerging Sub-Contractor in respect of each component of the LES Work, such that, in the event that more than one Local Emerging Sub-Contractor is successfully selected for a single component of the LES Work, the same rates shall apply to each of the selected Local Emerging Sub-Contractors in respect of the said single component.
- (vii) The Contractor shall not be under any obligation to employ a Local Emerging Sub-Contractor against whom the Contractor raises reasonable objection by written notice to the Engineer as soon as practicable, with supporting particulars in writing. In the event of failure on the part of the Contractor to prove reasonable objection to the satisfaction of the Engineer, the Engineer's determination shall be final and binding.
- (viii) The Contractor shall be entitled to include within the Contract Price a maximum management fee of 10% in excess of the rates paid to the Local Emerging Sub-Contractors.

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- (ix) When tendering the Contractor shall have exercised all reasonable care not to distort any rates in such a way as to hinder or preclude his obligations under this clause, and, in the event that the Engineer determines the setting aside of the LES Work in terms of paragraph (iii) above, the Contractor shall be prevented from arguing that such LES Work is reserved not to be subcontracted.
- (x) The Contractor shall submit a priced copy of the final agreed version of each proposed subcontract with a Local Emerging Sub-Contractor ("the Final Draft LES Sub-Contract") to the Employer prior to the execution of such sub-contract. In the event that the Employer, in consultation with the Engineer, deems the price or any other term of any Final Draft LES Sub Contract to be unduly onerous or unfair to the Local Emerging Sub-Contractor concerned, the Contractor shall modify the price and/or terms in accordance with the Engineer's reasonable instructions.

In sub-contracting the LES Work, the Contractor shall be responsible for performing the LES Work as if he had not sub-contracted. The Contractor shall be liable for the acts and omissions of the employees, subcontractors and agents of the Local Emerging Sub Contractors as if they were his own employees, subcontractors and agents.

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APPENDIX A:

TRANSFER OF RIGHTS TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only)

Claim for materials on site, Payment Certificate No. Date:

Contract No:

.....

For (contract title)

.....

.....

I, the undersigned (name of signatory)

in my capacity as

of (name of Contractor)

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer)

.....

Insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

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This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.

Description of Item	Unit	Quantity	Rate	Amount	Supplier
Total Value of Materials and goods					

Signed by: Date:
for and on behalf of the Contractor.

Witnessed by: Date:

NOTE: This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2004 1st Edition.

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C1.2.2: PART A: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this contract.

REFERENCE

CONTRACT SPECIFIC DATA BY THE EMPLOYER

Clause 1.1.14:

Name of Employer: Province of Mpumalanga represented by
Head of Department: Department of Public Works Roads and
Transport

Clause 1.2.2:

Address of Employer:

Physical:

Building No. 7 Private Riverside

Government Complex

RIVERSIDE, NELSPRUIT

E-Mail: mavhungirejt@mpg.gov.za

Telephone No: (013) 766-0871

Cell: 076 974 1558

Postal:

Bag x 11310

NELSPRUIT

1200

Clause 1.1.15:

Name of Engineer:

Mr PJ Nkambule

3rd Floor, Building 5

Mbombela Square

Nelspruit

Tel: (013) 766 0871

Email: nkambulepj@mpg.gov.za

Clause 58.2:

Dispute Resolution shall be by Mediation and then Adjudication.

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ADDITIONAL NOTIFICATION

- C1.2 (1) The project must be executed in accordance with the specifications forming part of this Contract Document.
- C1.2 (2) Where labourers are required, the contractor is expected to source labour from the local co-operatives where the Facility to be supplied is located unless if the required skilled labour force is not available.
- C1.2 (3) The Contractor must take every step to acquaint himself with all requirements of this Contract and deploy to this Contract suitably qualified persons who are technically orientated or who have knowledge of the built environment and who will take responsibility.
- C1.2 (4) Any change in staff in any of the applicable categories shall be reported as and when it occurs, the proof of the qualifications of the replacement(s) being submitted with the relevant notification(s). Combination of the responsible person and foreman is permitted but must comply with the minimum qualification.
- C1.2 (5) Upon request by the Department, during the period of validity of the contract, the Contractor shall produce additional certificates, which shall be valid, for the relevant staff member(s).
- C1.2 (6) One competent operator shall be present on duty during each of the three daily shifts. This operator shall be qualified. A labourer, acting as operator's assistants, shall be present on duty during each of the three daily shifts.
- C1.2 (7) The contractor shall supply the services of suitably and properly Qualified staff, having appropriate experience, to be fully employed in the operation and supervision of the steam generating plant.
- C1.2 (8) The Contractor will supply the following facilities:
- (a) Facilities as described in the OHS act;
 - (b) Ablution facilities for workmen on the site (if required).
 - (c) Storage facilities (if required).
- C1.2 (9) The Contractor must submit proof of registration to the Workmens Compensation Act.
- C1.2 (10) Labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- C1.2 (11) The set rates of pay shall not be lower than as recommended in the Government Gazette. Note: Bidders are to refer to the latest Government Gazette for the full intent and purpose of the Task grade and the minimum wage rate.
- C1.2 (12) The contract shall be for a period of three (3) years. The contract price shall be subject to adjustments by application of the Heylett contract price adjustment.

The workgroup applicable to this contract is Work Group (Sales Tax exclusive) and the index that will be used for calculating escalation (if any) will be the indices as published by the Department of Statistics for the particular area nearest the site or sites, described in the specification.

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The formula is as published in the Heylett manual.

Although payments will be made on a monthly basis, prices will be adjusted annually.

The original index will be the index prevailing three (3) months prior to the closing date of this Tender.

The present index will be taken as the index calculated three (3) months prior to the date on which the escalation is calculated.

- C1.2 (13) The Province reserves the right to terminate the contract at any time. ONE MONTH'S notice of termination of the contract shall be given to the contractor, unless the contractor is guilty of unlawful or unethical practices, in which case the contract shall be terminated IMMEDIATELY.
- C1.2 (14) The following reasons may be deemed as valid for ONE MONTH'S notice of termination of the contract. (Bidders shall NOT construe this list as the only reasons for termination of contract.)
- Failure to provide services according to the provisions of this Contract
 - Slow response to emergency delivery requests of the Department.
 - Any other reason that may be detrimental to, and/or causes inconvenience to the Department.
- C1.2 (15) The following reasons may be deemed as valid for IMMEDIATE termination of the contract. (Bidders shall NOT construe this last as the only reasons for termination of the contract.)
- False claims where the invoices do not coincide with the actual work done, time spent, etc.
 - False claims where the invoices list items, either previously supplied, or supplied or duplicated on the same or previous invoices.
 - Any other reason that may be construed as unlawful or unethical practice by the Province.
- C1.2 (16) If the Contractor fails to provide required services, the Department may without any written notice request other Contractors to immediately provide the service as required. The reason for requesting other Contractors to provide the service is contractor's failure with any of the above services which may result in a Facility short of steam supplies as required.

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C1.2.2: PART B: DATA PROVIDED BY THE CONTRACTOR

The following contract specific data are applicable to this contract.

REFERENCE

Clause 1.8:

CONTRACT SPECIFIC DATA BY THE CONTRACTOR

Name of Contractor:

.....

Clause 1.2.2:

Address of the Contractor:

Physical:

Postal:

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

E-Mail:

Telephone No:.....

Cell:

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C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **The Department of Public Works, Mpumalanga Provincial Government**

Contractor means

Agent means

Works means PWRT/1637/22/MP

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Site means Various Septic Tanks within **Mpumalanga Province**

Agreement means **the General Conditions of Contract (GCC) (2004)**

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R

Amount in words

(Rand)

Guaranteed Sum means the maximum aggregate amount of R

Amount in words..... (Rand)

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- 1** The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

GUARANTOR'S LIABILITY	PERIOD OF LIABILITY
Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of: (Rands) (R)	From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire.

- 2** The Guarantor hereby acknowledges that:
- 2.1** Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 2.2** Its obligation under this Guarantee is restricted to the payment of money.
- 3** Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
- 3.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
- 3.2** A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
- 3.3** A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4** Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

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- 4.1** The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
- 4.2** A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.
- 5** It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6** Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7** Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8** The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9** The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10** This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11** This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12** Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

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Signed at Date

Guarantor's
Signatory 1 Guarantor's
Signatory 2

Identity number Identity number

Witness 1 Witness 2

Guarantor's seal or stamp

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C1.4 Adjudicator's Agreement

This agreement is made on the day of

between: **the Employer**

.....
.....
(name of company / organisation)

of

.....
.....
(address)

and the Contractor

.....
.....
(name of company / organisation)

of

.....
.....
(address)

(hereinafter called the Parties)

AND: THE ADJUDICATOR

.....
.....
(name of company / organisation)

of

.....
.....
(address)

(hereinafter called the Adjudicator

Disputes or differences may arise/have arisen* between the Parties under a Contract
dated.....

and known as Contract No: PWRT/1637/22/MP

(Contract title)

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and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act. (* Delete as necessary)

IT IS NOW AGREED as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED

by:

Name: _____

ID: _____

who warrants that he / she is
duly authorised to sign for
and on behalf of the first
Party in the presence of

SIGNED by:

Name: _____

ID: _____

who warrants that he / she
is duly authorised to sign
for and behalf of the
second Party in the
presence of

SIGNED by:

Name: _____

ID: _____

the Adjudicator in the
presence of

Witness

Name: _____

Address: _____

Date: _____

Witness:

Name _____

Address: _____

Date: _____

Witness:

Name: _____

Address: _____

Date: _____

Contract Data

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Part C1.4:

Maintenance and Servicing of Septic Tanks at Various Facilities within
the Province as and when Required for a Period of Three (3) Years
Adjudicator's Agreement

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1	The Adjudicator shall be paid at the hourly rate of R. in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Traveling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R. This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

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C2.1 Pricing Instructions

1. The units of measurement described in these Bills of Quantities are metric units. Abbreviations used in the Bills of Quantities are as follows:

%	= percent
H	= hour
Ha	= hectare
Kg	= kilogram
Kl	= kilolitre
Km	= kilometre
km-pass	= kilometre-pass
kPa	= kilopascal
kW	= kilowatt
l	= litre
m	= metre
mm	= millimetre
m ²	= square metre
m ² -pass	= square metre-pass
m ³	= cubic metre
m ³ -km	= cubic metre-kilometre
MN	= meganewton
MN.m	= meganewton-metre
MPa	= megapascal
No.	= number
Prov sum	= Provisional sum
PC sum	= Prime Cost sum
R/only	= Rate only
Sum	= lump sum
T	= ton (1000 kg)
W/day	= Work day

2. For the purpose of these Bills of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the Standard Specification.
Quantity:	The number of units of work for each item.
Rate:	The agreed payment per unit of measurement.
Amount:	The product of the quantity and the agreed rate for an item.
Lump sum:	An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

3. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
4. It will be assumed that prices included in the bills of quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that

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were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)

5. The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
6. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sums tendered for such items.
7. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
8. The quantities set out in these Bills of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in these Bills of Quantities.
9. Reasonable compensation will be received where no pay item appears in the Bills of Quantities in respect of work required in terms of the Contract and which is not covered in any other pay item.
10. The short descriptions of the items of payment given in these Bills of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.

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C2.2 Bills of Quantities

No	Description	Unit	Quantity	Rate	Amount
	Desludging of settlings tanks including cleaning and removal of mud (to be cleaned as and when required)	1 000 litre	1		
	Servicing of sewage lines and septic tanks forming part of the Waste Water Treatment Plant including flushing (as and when required)	Item	1		
	Subtotal				
	Add VAT at 15%				
	Carried to Form of Offer				

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C3: SCOPE OF WORK

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

PART A: GENERAL

PS-1 Project Description

PS-2 Description of the Site and Access

PS-3 Details of the Works

PS-4 Construction Management Requirements

PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

**B1 Project Specifications Relating to the Standard Specifications and Other
Additional Specifications**

C3.3 PARTICULAR SPECIFICATIONS

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C3.1 STANDARD SPECIFICATIONS

The standard specifications on which this contract is based are the **SANS 1200**

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003: Implementing Preferential Construction Procurement Policies
using Targeted Procurement Procedures

SANS 1914-4 (2002): Targeted Construction Procurement (local resources)

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C3.2: PROJECT SPECIFICATIONS

STATUS

The Project Specifications, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standard Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standard or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the **Engineer** before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for maintenance contracts, and they may therefore cover items not applicable to this particular contract.

PART A: GENERAL

PS-1 PROJECT DESCRIPTION

- 1.1 This description is a broad outline of the Contract Works and does not limit the work to be executed by the Contractor in terms of the contract. The quantities of some of the major items indicated in this section are indicative, not absolute, and are provided to define in general terms the overall scope of the project.
- 1.2 The project comprises the operation, servicing of Septic Tanks at various facilities within the Province in accordance with the specifications provided in the contract documents attached thereto.

Construction methods

- 1.3 Comprehensive Rural Development Programme (CRDP):
 - 1.3.1 The Comprehensive Rural Development Programme (CRDP) is aimed at the involvement of local cooperatives (skilled labour/general labour /materials) on the project in order to empower local community.

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- a. The contractor is required to source construction materials from local co-operatives or local suppliers where the plant to be maintained is located unless if the mentioned materials are not available.

All materials to be in accordance with the Departmental specifications and to be SABS approved.

- b. The contractor is required to source labour from the local co-operatives where the plant to be maintained is located unless if the required skilled labour force is not available.
- c. The Tenderer is advised to send representatives to the compulsory site briefing who are technically orientated or who have knowledge of the built environment and who will take responsibility, as they will be a further workshop on the CRDP methodology.

Labour Rates

- 1.4 Labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
- 1.5 The set rates of pay shall not be lower than as recommended in the Government Gazette. Note: Bidders are to refer to the latest Government Gazette for the full intent and purpose of the Task grade and the minimum wage rate.
- 1.6 Contractor must indicate labour rates for different skills levels as per Table below:

Category	Contractor's Labour rate / per hour
Unskilled Labourer	
Semi-skilled Labourer	
Skilled Labourer	

Drawings

- 1.7 Drawings will be issued to the contractor as and when required.

Applicable national and international standards

- 1.8 The relevant provisions of the SABS 1200 Standard shall apply to the contract.

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PS-2 DESCRIPTION OF THE SITE AND ACCESS

2.1 Location of Septic Tanks

- 2.1.1 Various Government immovable facilities within the Province including clinics, schools, offices facilities and related facilities have wastewater reticulation systems supported by septic tanks

2.2 Access to site

- 2.2.1 Access to the site can be arranged with the Department as well as Facility managers at the different sites.
- 2.2.2 The Contractor shall be responsible for the maintenance and reinstatement of damage caused by him or his agents/deliveries to vehicular access tracks and rights of way. No damage to fauna and flora located outside the limits of the proclaimed area will be permitted on the contract.

PS-3 DETAILS OF THE WORKS

Extent of the works

- 3.1 The work to be carried out under this Contract includes but is not limited to the following:
- Removing non-biodegradable objects from inlet screen;
 - Checking and Cleaning settling tank if necessary;
 - Install a watertight riser over the septic tank where required to simplify access.
 - Have the effluent filter in the septic tank cleaned as and when required.
 - Have the solids pumped out of the septic tank as and when required.
 - Activities to maintain adequate vegetative cover.
 - Activities to keep surface waters away from the tank.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

4.1 General

- 4.1.1 The Contractor is referred to SANS 1921: 2004 parts 1, 2 and 3: Construction and Management Requirements for Works Contracts. These specifications shall be applicable to the contract under consideration and the Contractor shall comply with all requirements relevant to the project.

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4.1.2 Certain aspects however require further attention as described hereafter.

- All personnel in the employ of the service provider have photo identification which is attached properly to their uniforms in a readily visible manner.
- All personnel in the employ of the service provider are supplied with adequate housekeeping facilities including storerooms, changing rooms, ablution and bathrooms facilities as well as a kitchenette.
- All personnel in the employ of the service provider are supplied with adequate PPEs as required by the OHS Act.
- All personnel in the employ of the service provider fully perform their duties in accordance with Department imposed policies, procedures, and conditions for continued service at this account.
- Ensure that personnel have normal concern for their own physical safety and shall take reasonable precautions not to place themselves in situations that would encourage violence or jeopardize the safety of other persons in the area.
- Conduct of its employees and/or subcontractors is polite, cooperative, and able to work in harmony with one another, visitors, and with employees of the Department.
- All personnel in the employ of the service provider do not carry unauthorized personal equipment (e.g, firearms, chemical agents, knives, etc).
- All personnel in the employ of the Service Provider neither use nor have in their possession intoxicants and/or controlled substances on or near the job site. The use or possession of such intoxicants and/or controlled substances will result in the immediate permanent removal the individual(s) from the plant site.
- Any personnel employed under the Contract for which the Department provides a written request with reasons to be transferred or removed is transferred or removed immediately and is replaced with another suitably qualified and approved individual.

4.2 Quality Assurance (QA)

- 4.2.1 The Contractor will be solely responsible for the production of work that complies with the *Specifications to the satisfaction of the Engineer*. To this end it will be the full responsibility of the Contractor to institute an appropriate Quality Assurance (QA) system on site.
- 4.2.2 The Engineer will audit the Contractor's quality assurance (QA) system on a regular basis to verify that adequate independent checks and tests are being carried out and to ensure that the Contractor's own control is sufficient to identify any possible quality problems which could cause a delay or failure.
- 4.2.3 The Contractor shall ensure that efficient supervisory staff, the required transport, instruments, equipment and tools are available to control the quality of his own

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workmanship in accordance with his QA-system. His attention is drawn to the fact that it is not the duty of the *Engineer or the Employer's* other representatives.

4.3 Accommodation of Employees

- 4.3.1 No employees except for security guards will be allowed to sleep or be accommodated on the site, unless otherwise approved by the Department and endorsed by the Facility Users.
- 4.3.2 The Contractor shall make his own arrangements to house his permanent employees and to transport them to site. The contractor shall also make arrangements regarding transport of local temporary labour to and from site. No additional payment shall be made for transport of labour to and from site, and the rates shall be deemed to include the cost of transportation.
- 4.3.3 No informal housing or squatting will be allowed on the site.
- 4.3.4 The Contractor shall provide the necessary ablution facilities at his camp site and the site of the works for the use of his employees. Chemical toilets only will be allowed where temporary facilities have to be provided.

4.4 Health and Safety

General statement

- 4.4.1 It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the OHS Act 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.
- 4.4.2 For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included below

Health and Safety Specifications and Plans

- (a) Employer's Health and Safety Specification

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4.4.3 The Employer's Health and Safety Specification is included in Part E of the Project Specifications.

(b) Tenderer's Health and Safety Plan

4.4.4 The Tenderer shall submit before commencement of his works his own documented Health and Safety Plan for the execution of the works under the contract. His Health and Safety Plan must comply with the employer's specification.

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PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

None

C3.3 PARTICULAR SPECIFICATIONS

PART C: OHS SPECIFICATIONS

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PART C: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

C.1 Introduction

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works. This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2014. This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works. Principal Contractor shall be responsible for the Health and Safety Policies as it is stated under Occupational Health and Safety Act 85 of 1993, Section 7.

1.1. Background to the health and safety Specification

This Health and safety specification is governed by the Occupational Health and Safety Act 85 of 1993 and its Regulations. Notwithstanding this, recognizance should be taken of the fact that no single Act or its set Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a document specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Condition of Employment Act be considered as part of the legal compliance system.

With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

1.2. Purpose of the health and safety Specification

Due to the wide scope and definition of construction work, every construction activity and site will be different, circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the health and safety plan based on these Health and Safety Specifications. Prior to drafting the health and safety plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify, determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

The purpose of this specification document is to provide the relevant Principal Contractor with any information other than the standard conditions pertaining to construction site which might affect

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the health and safety of persons at work and in connection with the use of plant and machinery, and to protect persons other than persons' at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction works.

1.3. Implementation of the health and safety Specification

Principal Contractor is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments and is further obligated to monitor that these measures are structured and applied according to the requirements of these health and safety specifications.

C2. Occupational health and safety management system

The health and safety specification, cover the subject containing the index and is intended to outline the normal as well as any special requirements of the Principal Contractor pertaining to the health and safety matters (including the environment) applicable to the project in question. These specifications should be read in conjunction with the Act, Construction Regulations and all other Regulations and safety standards. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act Regulations and Safety Standards which are promulgated under, or incorporated into the Act

2.1. Scope and description of project

As described in C3.

2.2. Interpretation

2.2.1. Application

This specification document is a legal compliance document compiled in terms of the OHS Act and Construction Regulations 2014 and it is therefore binding. The document must be read in conjunction with other relevant legislation.

2.2.2. Definition

The definition as listed in the OHS Act 85 of 1993 and Construction Regulations 2014 shall apply.

2.3. Minimum Administrative requirement

2.3.1. Application for Construction work permit.

Client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the Provincial Director in writing for a Construction work permit to

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perform construction work if the works contract is of a value exceeding One Hundred and Thirty Million Rand or Construction Industry Development Board [CIDB] grading level 2

2.3.2. Notification of intention to commence Construction work

Principal Contractor must notify the Provincial Director of the Department of Labour in writing at least 7 days before construction work commences. A copy of this notification must be held in the Principal contractor's health and safety file on site. Proof will only be accepted when the Department of Labour appears on the document.

2.3.3. Duties of the Principal Contractor and Contractors

Principal Contractor must: -

- Provide and demonstrate to the client a suitable, sufficiently documented and, coherent site specific health and safety plan, based on the client's documented health and safety specification,
- Ensure that potential contractors submitting tenders have made sufficient provisions for health and safety measures during the construction process
- Ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intend to appoint, has the necessary competencies and resources to perform the construction work safely;
- Appoint each contractor in writing for the part of the project on the construction site
- Ensure that the periodic site audits and document verifications are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days
- Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons
- Ensure that all his or her employees have a valid medical fitness specific to the construction work to be performed and issued by an Occupational Health Practitioner. The medical fitness certificates must be submitted to the Client.
- No contractor may allow or permit any employee or person to enter any site, unless that employee or person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

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NOTE; all documentation must be done according to Construction Regulations 2014 and its Act (Act no.85 of 1993) and Compensation for Occupational Injuries and Diseases Act 130 of 1993

2.3.4. Competence of Principal contractor's and Contractors responsible person

The Principal Contractor and Contractors' competent persons must fulfil the criteria as stipulated in terms of the definition 'Competent' in accordance with the Construction Regulations 2014.

2.3.5. Compensation for Occupational injuries and Diseases Act [COIDA] 130 of 1993

The Principal Contractor and Contractors must hold a proof of workman's compensation assurance registration in the form of a letter of Good standing before they commence with the work on site. They must be in good standing at all times while carrying out work on site.

2.3.6. Health and Safety Organogram

The organogram is a diagram that shows how an organization is structured, and how the positions in the organization are related to each other. In case where appointments have not yet been made, the organogram shall reflect the intended positions. The organogram must be updated when there are changes in the Site Management Structure, and dated accordingly. The organogram serves as a quick reference to who is responsible for what in which area.

2.3.7. Preliminary Hazard Identification and Risk Assessment, Progress Hazard Identification and Risk Assessment Review

A contractor must, before the commencement of any construction work and during such construction work, have risk assessment performed by a competent person appointed in writing, which risk assessment form part of the health and safety plan to be applied on the site, and must include:

- 2.3.7.1. The identification of the risk and hazards to which persons may be exposed to;
- 2.3.7.2. An analysis and evaluation of the risks and hazards identified based on a documented method;
- 2.3.7.3. A monitoring plan;
- 2.3.7.4. A review plan;

A contractor must ensure that copies of the risk assessment of the relevant site are available on site for inspection.

2.3.8. General record keeping

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The Principal contractor and Contractors must keep and maintain all the necessary Health and Safety records to demonstrate compliance with these specifications, the OHS Act 85 of 1993, and Construction Regulations 2014. They must also ensure that all records of incidents / injuries, emergency procedures, training, planned maintenance inspections, monthly contractor audits are kept in the health and safety file(s) held in the site office. Principal Contractor must ensure that every contractor keeps its own health and safety file, maintains the file and make it available on request (the file must include the Contractor's health and safety plan and all relevant records). Such Contractor safety file must be audited by the Principal Contractor on a monthly basis with audit reports kept as proof.

2.3.9. Accident or Incident reporting and Investigation

- 2.3.9.1. The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
- 2.3.9.2. As it is stated under Occupational health and Safety Act 85 of 1993, Section 24. Thus read:-
 - 2.3.9.2.1. Each incident occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequences of which any person dies, become unconscious, suffer the loss of a limb, or is otherwise injured or become ill to such a degree that he likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed, shall within the prescribed period and in the prescribed manner, be reported to an inspector by the employer or the user of the plant or machinery concerned, as the case may be.
- 2.3.9.2. The Principal Contractor is responsible for the investigation of all road traffic accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
 - 2.3.9.2.1. Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- 2.3.9.3. Complying with this Health and Safety Specification only does not mean complete compliance to the site health and Safety on site , the specification serves as a guide to help the Principal Contractor and Contractor to comply . The Contractor has an Obligation to comply with all other legislations relevant to be complied with including the Occupational Health and Safety Act 1993.
- 2.3.9.4. The contractor shall provide adequate first aid facilities as may be required or permitted by Client, Agent or Inspectors.

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Key personnel are to be trained first aiders and have a current training certificate. Trained first aiders should be clearly identifiable. First Aid stations should be clearly marked and regularly checked by the contractor. Where the treatment of an injured or sick person requires the use of a first aid room the facilities provided by the Contractor may be used. The above first aid facilities are to be made available to all persons working on or visiting the site.

- 2.3.9.5. The contractor shall report all accidents to the Department of Labour and Client. All serious or potentially serious accidents/incidents are to be thoroughly investigated by the contractor and written reports produced indicating the proposed remedial actions. The contractor shall give a copy of all reports to the Client, such records has to be appropriately recorded and kept by the Employer for inspection by the Inspector.

2.3.10. Legal Appointments

Legal Appointment	
CEO	OHS Act 85 of 1993, S-16(1)
Assistance CEO	OHS Act 85 of 1993, S-16(2)
Health and Safety Representatives	OHS Act 85 of 1993, S-17
Health and Safety Committees	OHS Act 85 of 1993, S-19
Mandatory Agreement	OHS Act 85 of 1993, S-37(2)
Contractor appointment	CR 2014, R-7(c) (v)
Construction Manager	CR 2014, R-8(1)
Construction health and Safety officer	CR 2014, R-8(5)
Construction Supervisor	CR 2014, R-8(7)
Assistant Construction Supervisor	CR 2014, R-8(8)
Risk Assessor	CR 2014, R-9(1)
Fall protection developer	CR 2014, R-10(1)(a)
Excavation Supervisor	CR 2014, R-13(1)(a)
Demolition work supervisor	CR 2014, R-14(1)
Material hoist	CR 2014, R-19(8)(a)
Construction Vehicle and mobile plant operators	CR 2014, R-23(d)
Temporary electrical installer	CR 2014, R-24(c)
Stacking and storage Supervisor	CR 2014, R-28(a)
Fire equipment inspector	CR 2014, R-29(h)
First Aider	GSR, R-3

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2.4. Site Operational Requirements

2.4.1. Health and Safety Representative

The principal contractor and all contractors must ensure that Health and Safety Representative(s) are appointed under consultation with the employees. The health and safety representatives must be competent to carry out their functions. The appointments must be in writing. The health and safety representatives could carry out monthly inspections keep records of the inspection and report all findings to the responsible person or safety officer forthwith and at monthly health and safety committee meetings. At least one health and safety representative is required by all employers on site.

2.4.2. Health and Safety Committees

The Principal contractor must ensure that project health and safety committee meetings are held monthly with minutes kept. Meetings must be chaired by the Principal Contractor's responsible person. All contractors' responsible persons and health and safety representatives must attend the Principal Contractors monthly health and safety committee meetings. The following topics must be tabled at meetings:

- 2.4.2.1. Management appointment
- 2.4.2.2. Risk management
- 2.4.2.3. Sub-contractors legal compliance issues
- 2.4.2.4. Injuries and Incidents
- 2.4.2.5. Hazards and risk assessment
- 2.4.2.6. Safety procedures
- 2.4.2.7. Method statement

2.4.3. Health and Safety Education and Training

2.4.3.1. Induction training

The Principal contractor must ensure that all site personnel including all sub-contractors undergo the agreed health and safety induction training session held and managed by the Principal contractors before any employee/ worker start work on the project. A record of attendance must be signed and kept in the health and safety file.

2.4.3.2. Awareness

The Principal Contractor must ensure that, on site, periodic toolbox health and safety talks take place at least twice in a week. All site personnel including sub-contractors must attend safety talks at such intervals and keep proof thereof. These talks should deal with risks relevant to the construction work at hand; they should be based on the job-specific risk assessment and safe working

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procedures. Records of attendance must be kept in the Principal Contractors health and safety file. All contractors' employees must attend safety awareness, toolbox talks carried out by their supervisors, the attendance registers must be copied to the Principal Contractor together with information on the information discussed at the session.

2.4.3.3.

Competence

All competent person must have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and / or carry out. This must be assessed on a regular basis. E.g. training, evaluation and periodic audits by the Client. The Principal Contractor is responsible to ensure that Competent Contractors are appointed to carry out construction work on site.

2.4.4. *Emergency procedure*

Principal contractor must advise the Client in writing of any emergency situations, together with a record of action taken / action to be taken. A contact list of all service providers [Fire department, Medical and Hospital, Ambulance, Police] must be maintained and made available to site personnel. The emergency plan will need to be reviewed from time to time as conditions/ environment changes.

2.4.5. *First aid boxes and First aid equipment*

Where more than five employees are employed at a workplace, the employer shall provide a first aid box near the workplace which shall be available and accessible for the treatment of injured at that workplace. At least one person must be readily available during working hours, who is in possession of a valid certificate of competency in First aid, issued by a person or organisation approved by the chief inspector for this purpose.

2.4.6. *Personal Protective Equipment [PPE]*

SUBJECT	REQUIREMENT
PPE needs analysis	Need for PPE identified and prescribed in writing PPE remain property of Employer
Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)

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SUBJECT	REQUIREMENT
Foot Protection	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. -Visitors to wear same upon request or where prescribed
Eye and Face Protection	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: • Jack/ Kango Hammers • Angle / Bench Grinders • Electric Drills (Overhead work into concrete / cement / bricks • Explosive Powered tools • Concrete Vibrators / Pokers • Hammers & Chisels • Cutting / Welding Torches • Cutting Tools and Equipment • Skill / Bench Saws • <u>Spray Painting Equipment</u> etc.
Hearing Protection	Hearing Protectors (Muffs, Plugs etc.) used when operating the following: • Jack / Kango Hammers • Explosive Powered Tools • Wood/Aluminium Working Machines e.g. saws, planers, routers •
Hand Protection	Protective Gloves worn by employees handling / using: • Cement / Bricks / Steel / Chemicals • Welding Equipment • Hammers & Chisels • Jack / Kango Hammers etc
Respiratory Protection	Suitable/efficient prescribed Respirators worn correctly by employees handling / using: • Dry cement • Dusty areas • Hazardous chemicals • <u>Angle Grinders</u>

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SUBJECT	REQUIREMENT
	Spray Painting etc.
Protective Clothing	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn
PPE Issue & Control	- Identified Equipment issued free of charge. - All PPE maintained in good condition. (Regular checks). - Workers instructed in the proper use & maintenance of PPE. - Commitment obtained from wearer accepting conditions and to wear the PPE. - Record of PPE issued kept on H&S File. - PPE remain property of Employer,

2.4.7. Occupation Health and Safety Signage's

Notices and signs must be erected on the entrance

2.4.7.1. No un-authorized entry

2.4.7.2. Visitors to report to the site office

2.4.7.3. General warning signs

2.4.7.4. Construction signage with PPE images i.e. Helmets, Work suites, Gloves, Goggles, Dust mask / Respirator, Safety Boots, NO Fire arms.
Site Safeguarding Nets, Canopies, fence to protect members of the public from entering the site.

2.4.7.5. signals and roadworks

2.4.7.5.1. Temporary traffic signals may be provided at roadwork construction sites for the following purposes:

To successively give right of way to two-way traffic approaching from opposite directions, along a single traffic lane, in place of a manually operated STOP – GO sign;

To control the movement of traffic, including site vehicles, where a public road enters or crosses a road that is under construction;

As an interim measure to control traffic where a permanent traffic signal is to be provided, altered or placed as part of a roadwork's project

2.4.7.5.2. Temporary traffic signals should be installed and operated only where warranted as follows:

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Where there is undue delay or danger to public traffic at the junction of a public road and road under construction as a results of construction operations, provided that the overall disbenefit to public traffic does not exceed the benefit to construction traffic

Where it would be to exercise manual control by means of a STOP –GO sign during hours of darkness

- 2.4.7.5.3. Temporary traffic signals should preferably not be operated for longer periods than 6 months. If required for longer than 6 months, the installation of permanent signals should be considered
- 2.4.7.5.4. This principles of traffic signal control at permanent installation apply equally to temporary installations. This means that the numbers and locations of signal faces, the compulsory provision of background screen (backboards), sight distances, etc. also apply to temporary traffic signals. The speed limit at the traffic signals shall also not exceed a maximum of 80 km/h
- 2.4.7.5.5. It is recommended that three yellow retro-reflective strips to be provided on the signal posts and that white retro reflective borders be used on backboards. Temporary traffic signals are often used in locations with poor background lighting and where they may be more subject to failure than permanent signals.

2.4.8. *Public and Site Visitor health and safety*

Public walk ways and roadways must be kept clean and free of construction material to prevent any negative impact on the public. Public roadways and walkways will have to be cleaned on a regular basis, daily inspections to be conducted by the principal contractor with action to be taken without delay. Site visitors must be briefed on the hazards they may be exposed to as well as what measures are in place or should be taken to control these hazards. The Construction Regulations require that a record of these 'inductions' be kept on site.

Where loading / offloading of equipment / Plant/ rubbles or other material takes place adjacent to public roadways or walkways, flagmen will be required to direct vehicles and pedestrians away from the loading / offloading area. Traffic cones will also be required demarcating that zone .

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2.4.9. Access to site

It is advised that a visitor book with site rules leaflet be kept at the site office and all visitors to be directed to such point where they must read through the site safety information and sign the visitor book. It will be the Principal Contractors prerogative to decide whether site visitor require supervision while on site. Visitor hard hats must be kept in the site office.

Security measures – Access control, with a register book on the gate.

During weekend. .

They must have access to telephone or other means of communication

2.4.10. Night work

After hours, there must be sufficient lighting.

No night work will be allowed within the hazardous zone on this project.

2.4.11. Transport of workers

The Principal Contractor and Contractors may not transport persons together with good or tools unless there is an appropriate area or section to store the tools or equipment.

Contractor must adhere to the National Road Traffic Act

2.4.12. Construction health and safety officer

A full time construction health and safety officer will be required on this project. And he or she must be registered with SACPCMP.

2.4.13. Health and Safety audits, Monitoring and Reporting

The Principal Contractor is obligated to conduct monthly audits on all contractors appointed and keep audit reports in their health and safety file. The Client / Agent will conduct monthly audits on the Principal Contractors safety management plan, ad-hoc health and safety audits, Coordinating and monitoring of all Occupational health and safety attributes of the project for the implementation all shall be done with the client / Agent as per their schedule. Reporting shall be done on each site progress meeting.

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2.5. *Plant, Machinery and Equipment*

2.5.1. *Construction Vehicle and Mobile Plant*

The contractor shall ensure that employees are trained, competent and authorised to drive or operate any plant or equipment that they may use, whether regularly or on an occasional basis. Training records should be maintained and may be requested by the client or client's representative Agent and Inspectors.

Document evidence of such authorisation shall be provided as required. Only training which is specific to the actual plant or equipment to be used will be considered acceptable. All equipment provided shall be in good order and suitable for the use for which it is intended for. The contractor shall ensure that site plant and equipment are inspected and thoroughly examined at regular interval by person(s) who are appropriately skilled and authorised to do so and records of such inspection / examinations are maintained in a register which may be available for examination by the Client or Client's representative Agent and Inspectors upon request. When selecting equipment the contractor shall take into account the working conditions and potential site hazards. All construction plant shall be maintained in such a manner that smoke is not emitted.

Reverse alarm must be installed on construction vehicles 2.5.2. *Hired plant and Machinery*

The Principal contractor must ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislation requirements. The necessary requirement as stipulated by the OHS Act, Construction Regulations 2014 and Driven Machinery Regulations 2015 shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that competency and medical certificates are kept on site in the health and safety file.

2.5.3. *Traffic Control*

The principal contractor shall ensure that a fulltime traffic safety officer be appointed in writing, upon the commencement of construction activities. The Traffic safety officer shall be tasked with regular inspections and movement of road traffic signs as per the approved traffic accommodation plans and will report to the safety officer.

This document must indicate the potential risk to the public or environment posed by all vehicles travelling to and from the areas of construction for the purpose of the construction work, and purposes methods to minimise these risks, such a plan must include the following:

- 2.5.3.1. Design of traffic Management Plan
- 2.5.3.2. Site Specific base line risk assessment
- 2.5.3.3. Protection of pedestrians
- 2.5.3.4. Specific signage and distances applicable
- 2.5.3.5. Applicable training

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- 2.5.3.6. Appointment of road safety officers
- 2.5.3.7. Management after hours / weekend/ adverse weather conditions
- 2.5.3.8. Setup and clearing of signage.

2.5.4. *General Machinery*

The principal contractor and contractors must ensure that compliance with the Driven machinery regulations, which includes carrying out risk assessments on the machines, inspecting machinery regularly is appointed.

2.5.5. *Vessels under Pressure [VuP] and Gas Bottles*

All such cylinders must be supported at all times. Only trained authorised personnel may use compressed gas.
Flammable gases and oxidising gases must be kept strictly separate.

2.6. *Physical Requirements*

2.6.1. *Earthworks [Including trenching and bulk excavation]*

Principal Contractor must ensure that when earthworks are being conducted that particular area must be barricaded to ensure that no unauthorised person do enter this area.

All employees working in that particular area must wear reflective vest and this would include all visitors to the earthworks site.

Before any earthworks may start the Principal Contractor must familiarise himself of any services in the direct earthworks area.

2.6.2. *Edge protection and penetration*

The principal contractor must ensure that all exposed edges and openings are guarded and demarcated at all times until permanent protection has been erected. The principal contractor must use hard barricading when contemplating the protection of openings.

2.6.3. *Fire Extinguishers and Fire Fighting equipment's*

The Principal Contractor and relevant contractors shall provide adequate, regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted as required. A minimum of four 9kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores. Fire extinguishers must be placed at all work zones/ areas, in strategic locations. Wherever "hot work" is taking place, additional fire extinguishers must be on hand.

2.6.4. *Deliveries, Waste removal, stacking and Storage of material*

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The Principal contractor and other relevant contractors must ensure that there is an stacking and storage supervisor who is appointed in writing, to ensure that all equipment is stacked and stored safely on level compacted ground. Waste must be kept within designated construction zone. The principal contractor will be responsible for ordination and managing this function.

Housekeeping must be done on a daily basis.

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2014. This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Unnecessary downtime, flooding, electrical shock, enviromental contamination and interruption of services
- Slip and fall causing injuries to staff
- Occupational illness such as eyes irritation and injury Collision of plant in close formation
- Obstruction of public traffic during haulage and tipping Fatalities and injury of people in vicinity of plant
- Overloading which can cause damage to trucks, accidents due to unsfae vehicles.
- Damage to public property and injuries to public from loose material falling off trucks Pedestrian accident, injury or fatality of people on haulage routes
- Impairment of visibility due to dust which can lead plant to fall into excavations
- Working high above the ground on top and below the bridge, most of the time in a restricted environment with limited landings (working platforms)
- Working above a continuously flowing river and in an flood plain environment subject to flooding
- Lifting and lowering of materials and equipment from the ground to the bridge and vice versa, exposed to cross winds
- Potentially dangerous existing services, i.e. gas lines, water and sewerage mains, electrical high voltage cables, buried and overhead
- Blasting of hard rock or demolition of concrete

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- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site
- Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

C.3 Measurement and Payment

3.1. Principles

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

3.2. Safety personnel

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

3.3. Records and Registers

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.

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C4: SITE INFORMATION

Various facilities within the Province

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ANNEXURE A: GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

1.1 General

- 1.1.1 All work required should be executed on receipt of written orders/ instructions only.
- 1.1.2 In so far as the conditions contained herein are at variance with anything contained in the Tender Board documents the Tender shall be interpreted in terms hereof.

1.2 Definitions

- 1.2.1 The term "DEPARTMENT" shall mean the DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT, MPUMALANGA PROVINCE.
- 1.2.2 The term "ENGINEER" shall mean the persons appointed by the DEPARTMENT with the power and authority to control or supervise the WORKS.
- 1.2.3 The term "CONTRACTOR" shall mean the persons, partnership, firm or company whose tender for this work has been accepted and who has or have signed this CONTRACT, and shall include his or their heirs, executors, administrators, successors, and duly appointed representatives, with the consent in writing of the Department.
- 1.2.4 The term "SITE" shall mean the various building sites where the WORK is to be executed.
- 1.2.5 The term "WORKS" in this contract shall mean all or any portion of the work, materials consumable and non-consumable and articles wherever the same are being manufactured or prepared, which are to be used in the execution of this contract, and whether the same may be on the SITE or not.
- 1.2.6 The word "SPECIFICATION" shall mean the documents referred to in this CONTRACT in which the method of executing the WORK and the nature of the materials to be supplied are described.
- 1.2.7 The word "ORDER IN WRITING" shall mean any printed or written document, or letter, signed by the ENGINEER and addressed to the CONTRACTOR, for the purpose of his guidance and direction.
- 1.2.8 "CONTRACT" means all the terms, conditions, specifications, price schedules, schedules of technical and other information, which are part of the tender document describing the contract to be completed and which are agreed upon

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between the Contractor and the Engineer upon duly signing of the appropriate part(s) of said document(s) by the Contractor after having been notified of the acceptance of the tender.

1.2.9 "CONTRACT PERIOD" means the period of duration of the Contract, calculated from the commencement of the Contract stated herein in the document.

1.3 Submission of tenders

a) TENDERS must be submitted as prescribed in the Invitation to Tender and Tender Data sections of this Document.

1.4 Agencies

1.4.1 The Contractor will be required to submit quotations for certain services from time to time and where applicable the following shall apply.

- a) Where the Contractor offers plant embodying units of manufacture other than those of their principals, and for which they are not accredited South African Agents and for which they do not stock spare parts, they should state in their quotations the name of the accredited South African Agents from whom spare parts for such units are obtainable.
- b) All things being equal, preference will be given to products for which there is a manufacturer or an accredited agent in the Republic of South Africa for the spare parts, provided that such parts are already in stock.
- c) In all cases the Contractor should furnish an undertaking from himself or the manufacturers or agents concerned, to the effect that he will, carry the necessary stock of spare parts for the units offered.

1.4.2 The Contractor must also state whether they have properly trained staff to carry out servicing of the offered equipment.

1.5 Value added tax

1.5.1 Tender prices shall indicate VAT separately. Value Added tax shall also be reflected separately on all invoices submitted for payment consideration.

1.6 Contract Period, Renewal and Tariff Adjustment

1.6.1 This Contract is valid for a period of twelve (12) months commencing from the date of the letter of acceptance of the tender and will continue for a further two (2) periods not exceeding twelve (12) months each on the same conditions contained herein.

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- 1.6.2 Notice of termination shall be given three (3) months prior to the end of each period.
- 1.6.3 Should notice of termination not be received by the Contractor three (3) months prior to the end of each period, the contract shall continue for another period of twelve (12) months. If the renewal Contract is not in place after the three-year period, this Contract will **automatically be extended on a month-to-month basis** until the new Contract is in place.
- 1.6.4 The contract tariffs and rates shall remain fixed for each twelve (12) calendar month period and shall be subject to increase in accordance with the SEIFSA/Heylett formula at the end of each period to be applied to the next period. The increase shall be calculated on tariffs as per the schedules above, excluding the mark-up on material. Contractors must claim in time for escalation to effect escalation.
- 1.7 Materials: Off loading
 - 1.7.1 The Contractor shall be responsible for taking delivery, off-loading and placing into permanent position all items of equipment and materials at his own cost except for call outs and new installation.
- 1.8 Drawings and specifications
 - 1.8.1 The Contractor shall conform minutely to the drawings and/or specification, and to any Orders in Writing which the Engineer may supply during the progress of the contract.
 - 1.8.2 Should any difference or discrepancy exist between the drawings and the specification or should there be any difference or discrepancy in the figures or in the scales or the descriptions or the dimensions or between any of them, or in any other respects whatsoever, it shall be the duty of the Contractor to seek in writing the decision, also in writing, of the Engineer on the true intent and meaning of the Contract which decision shall be final and binding.
- 1.9 Quantities of work
 - 1.9.1 The Contractor shall receive payment only for work actually executed and accepted.
 - 1.9.2 Without invalidating the Contract, the Engineer shall have the right by means of an order in writing, to increase or decrease the quantities of any item or items or to omit any item or items or to insert any additional item or items.

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- 1.9.3 No claim for extra or for any addition, or for any variation shall be entertained unless such extra, addition or variation was ordered in writing by the Engineer. No objection to the description or terms of an Order in Writing will be entertained unless lodged in writing with the Engineer within twenty-one days of the date of the Order.
- 1.9.4 The value of any additional item or items, or for any variation will be adjusted by mutual agreement. In the event of a price for any variation being inserted in the Order in Writing to the Contractor, it will be understood that he accepts same unless he lodges a written objection to such price within twenty-one days of his receipt of the Order.
- 1.9.5 No liability or responsibility whatever shall attach to the Department in respect of materials ordered by the Contractor unless the same are so ordered on the basis of, and in accordance with the specification or any Orders in Writing to the Contractor.
- 1.9.6 Should the Contractor be requested by the Engineer in an Order in Writing to execute work or to supply any labour or materials which, according to his interpretation of the Contract are not provided for therein, or if for any reason he considers that he is entitled to an increase on his Contract Amount, or to a claim arising outside the scope of his Contract, he shall forthwith give notice, in writing, to the Engineer that he shall require to be paid for the same as extra work. The Contractor shall, however, proceed to act upon such Order in Writing (unless or until the same be countermanded), so that neither the execution of the Works, nor the supply of material or labour may be delayed by any difference or controversy upon the interpretation of the Contract and it is expressly agreed that no claim shall arise under this clause unless such notice as aforesaid shall have been given to the Engineer within twenty-one days of the date of the Order in Writing.

1.10 Inspection of Works: Materials, Plant

- 1.10.1 The Engineer may at all times inspect the Works and may test the strength or quality of any materials, as he shall think necessary. For this purpose the Contractor shall provide all the assistance necessary. Should the Engineer consider any materials objectionable, or if it shall appear to him at any time during the construction, or prior to the expiry of the maintenance/guarantee period, that any part thereof has been executed with unsound or imperfect materials or with unskilled or imperfect workmanship, he will notify the Contractor accordingly in writing, and the Contractor shall cause the objectionable materials to be instantly removed from the premises and to be replaced by good and suitable materials and shall rectify or reconstruct the Works in whole or part, as the case may be, at his own proper cost and charge.

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1.11 Testing, handing over and completion of the works

1.11.1 The procedure for hand-over inspection shall be as follows: -

- a) The Contractor shall satisfy himself that the works are complete and to specification in all respects. The Contractor shall then apply to the Engineer for an inspection on a date that suits both parties. The Contractor shall make timeous arrangements with the relevant officer for inspection of all Work prior to departure of the Contractor's workmen from the Site. The Contractor shall submit his final invoice on the day of the delivery inspection. The invoice shall then be considered for payment if the Works are accepted.
- b) Should any item whatsoever be noted during the inspection which may require attention or rectification, the Works will not be accepted. It will be necessary for the Contractor to again arrange for an inspection once all outstanding items have been rectified at no cost to the Department. Acceptance of the works will only be taken as and when the Works are completed in every detail.

1.12 Terms of payment

1.12.1 Unless specifically stated otherwise in the Contract Documents, full payment will be made monthly within 30 calendar days of receipt of such an application by the Engineer. Payment will, however, only be passed for work actually and satisfactorily completed or services actually and satisfactorily executed. Reports to be submitted, are considered to be part of the work or service.

1.12.2 The Contractor undertakes not to cede, delegate or assign his rights or claim to any money due or to become due under this Contract or any liabilities and no such cession, delegation or assignment will be recognised by the Department.

1.13 Work on time basis - (Not covered by rates)

1.13.1 Where the Engineer shall so decide, the Contractor will carry out extra work and variations on a time basis and payment will be made based on the rates tendered in accordance with this document.

1.13.2 In addition, all other direct costs reasonably incurred, shall be allowed to the Contractor. In all such cases the Contractor will be required to deliver to the Engineer fortnightly a full detailed account in duplicate of labour and materials. One signed copy will subsequently be returned to the Contractor and he must produce same in the adjustment of settlement of accounts. Should the Engineer query any such account, the Contractor must be notified thereof within 14 days of receipt of the account. In the event of such detailed accounts or being so delivered through neglect or default of the Contractor he will forfeit any right to such payment.

1.13.3 This will relate to extra work, additions or variations not covered by the tendered schedule of rates.

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1.14 Guarantee period

- 1.14.1 The Contractor shall unconditionally guarantee and maintain all work performed for a minimum period of 12 months from date of acceptance. If the Contractor or his supplier has a standard guarantee which exceeds this minimum warranty called for, the greater period will be applicable.
- 1.14.2 The guarantee shall cover the performance of the Works and any defects due to inferior materials and/or workmanship, fair wear and tear excluded, and the Contractor shall repair any defect without delay.
- 1.14.3 Should any part of the Works perform unsatisfactory so as to become detrimental to its functional use, the Contractor shall replace any such part or the complete Works with equipment as prescribed by the Engineer.
- 1.14.4 If any defects are not remedied without delay, the Engineer shall have such defect repaired at the risk and cost of the Contractor by another contractor the Engineer deems proficient in the WORK without prejudice to any rights the Engineer has against Contractor. The Engineer will give written notice to the Contractor of such instances where he appoints another contractor to remedy defects in the Works.

1.15 Contractor responsible for losses

a) Injury to persons:

- 1.15.1 The Contractor shall be liable for and hereby indemnifies the Department in respect of any liability, loss, claim or proceedings whatsoever arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works unless due to any act or neglect of the Department or its servants.

b) Damage to property:

- 1.15.2 The Contractor shall be liable for and hereby indemnifies the Department in respect of any liable loss, claim or proceedings and for any injury or damage whatsoever, including theft of materials, arising out of/or taking place during the course of/or by reason of the execution of the Works to any property, real or personal, due to any negligence, omission or default of himself, his agent or his servants or Sub-Contractor or any circumstances within his control.

1.16 Workmen's Compensation and Insurance

- 1.16.1 The Contractor shall at all times comply with the provisions of the Workmen's Compensation Act 1941.
- 1.16.2 The Contractor shall further at his own expense insure and keep all persons employed by him or his Sub-Contractor in and about the Works who do not fall

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within the provisions of the Workmen's Compensation Act insured against all risk of accident or death arising out of their employment.

1.17 Builders work and builders work drawings

1.17.1 All builders work required shall be carried out by the Department or unless otherwise specified.

1.17.2 When called upon the Contractor shall furnish the Department with fully detailed drawings indicating building work required.

1.18 Suspension of work

1.18.1 Except in so far as the Department may (in writing) otherwise direct or require, the Contractor shall suspend and discontinue the entire progress and execution of the said Works throughout the whole of each and every Sunday and Public holiday.

1.18.2 The Contractor shall suspend or resume the execution of the Contract whenever called upon by the Engineer to do so. Any telephonic or verbal instruction in this connection, shall subsequently be confirmed in writing by the Engineer.

1.19 Overtime and Emergency Services

1.19.1 The working of overtime is not intended under this Contract and no overtime will be paid in respect of normal Works. Overtime will only be entertained in cases of emergencies where breakdowns occur to essential services.

1.19.2 Should an emergency arise or where it is deemed necessary in the interests of the Department, specific authority for such overtime must be obtained.

1.19.3 Emergency repairs after hours may be executed without receipt of AN OFFICIAL ORDER, but only on the instruction of the Engineer or a duly appointed official of the Department. The Contractor must, however, ensure that the Official or the User Department signs the Job Card or the Departmental Emergency work form. The Contractor must also ensure that he obtains the official order from the Department with 14 working days. No payment will be made without an order number and a duly completed and signed job card and completion certificate.

1.19.4 Only breakdowns which affect public health, or the operation of sensitive operations (such as mortuaries, laboratories, etc.) shall be treated as emergency services. Breakdowns involving personal comfort will not be considered to be an emergency services unless authorised as such by the Engineer.

1.19.5 The following are deemed as essential services:

- a) Life Saving Equipment.
- b) Theatre Services.
- c) Main Steam Supply.
- d) Stand-by generating plant.
- e) Mortuary and/or refrigeration plant.
- f) Main potable water supply.

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g) Sewage plant / Septic tank.

1.20 Rate of progress

- 1.20.1 The Works shall be completed within the time period indicated on the quotation form or signed job card from date of official order or instruction to proceed.
- 1.20.2 If the Works are delayed by cessation of work by any workmen, inclement weather, or by any omissions, additions, substitutions or variations of the Works, or of any items of work labour or material, or by any other causes beyond the Contractor's control then the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion mentioned in sub-clause (a) of this clause, stating the cause of delay and period of extension applied for.
- 1.20.4 The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (1.20.1) of this clause, the date of completion will be extended only to the extent approved by the Department.
- 1.20.4 Should the Contractor fail to apply in writing for an extension within the time set above, or should the Department refuse to grant any extension in writing, then the Contract period provided by sub-clause (1.20.1) of this clause shall not be exceeded.
- 1.20.5 When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

1.21 Time to be of the essence

- 1.21.1 Time shall be considered as the essence of Contract. If, therefore, the Contractor fails to commence work or the Works or to proceed with and complete the Works in compliance with the preceding clauses and in the manner therein stated, then the Engineer shall have the right in his absolute discretion forthwith, and from time to time, to adopt and exercise all or any one or more of the following courses either wholly or partly or by way of substitution, succession, or variation of the one or more for the other or others of them wholly or partly, viz:-
 - i) To direct the Contractor, in writing, on any day named to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites, and thereupon: -
 - a) To make any Contract or Contracts by calling for tenders or otherwise with any other Contractors for the completion of the Works, or any part thereof, at such time and upon such terms as to the Department shall seem best.

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- b) To provide such number of men or purchase such materials as to him shall seem fit and proceed with and complete the said Work.
- ii) In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed the amount still to be paid to the Contractor under this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.

1.22 Bankruptcy or insolvency

- 1.22.1 If an order be granted by the Court sequestrating the Contractor's Estate under the present or any future insolvency laws or if the Contractor shall make an assignment of his Estate for the benefit of his Creditors, the Engineer shall be at liberty forthwith to act as provided for by one or other of these courses directed in Clause 1.21 of these conditions.

1.23 Subletting

- 1.23.1 The Contractor shall as and when necessary submit (in writing) to the Engineer the names of such Specialist-Contractors as he proposes to employ, and the Engineer shall inform the Contractor, also in writing, within twenty-one days of his approval or disapproval of such Specialist-Contractors.
- 1.23.2 No Sub-Contracts will be allowed which will involve piece-work or any deviation from the ruling conditions, information or statements contained in the Contract and the Contractor shall be prohibited from transferring, directly or indirectly by piece-work or otherwise, to any person or persons whatever, any portion of the work under this Contract without the written permission of the Engineer.
- 1.23.3 All work except for specialist work shall thus be carried out by the Contractor's own staff.
- 1.23.4 Any specialist work (e.g. machining, radiator/heat exchanger rebuilding etc.) performed for the Contractor by a approved third party and forming an essential part of a Works order, shall be invoiced to the Department by the Contractor at nett cost plus 10% on labour and materials, all necessary documentation for verification shall be submitted with the relevant invoice.

1.24 Workmen to be Efficient

- 1.24.1 The Contractor shall only employ such persons on the Works as are thoroughly efficient and of good character. If, in the opinion of the Engineer, any person employed by the Contractor misconducts himself or is likely to cause or has caused quarrels, or delays, or is incompetent, the Contractor, when so directed by the Engineer (in writing), shall at once remove such person from the site of the Works and shall not allow him to return without the written permission of the Engineer.

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1.25 Penalty for bribing or treating

1.25.1 Any bribe, commission, gift, loan or advantage given or offered by or on behalf of the Contractor or his partner, agent or servant in relation to the obtaining, or to the execution of this or any other contract for the Department, or given, promised, or offered by or on behalf of the Contractor or his partner, agent or servant to any officer or person in the service or employ of the Department who shall be in any way connected with the obtaining or the execution of this or any other contract, subjects the Contractor to cancellation of this and all other Contracts between the Contractor and the Department.

1.26 Liquidated damages

1.26.1 Should the Tenderer fail to deliver the works in the time stipulated for delivery the Engineer may deduct 1/14% (one-fourteenth per cent) of the value of the works per day for each day on which delivery of the works may be in arrears.

1.27 Injury to Buildings and Property of the Department

1.27.1 If the Contractor or his Workmen, while engaged in the execution of the Contract, breaks, defaces, injures, destroys or allows to fall into disrepair any part of the Contract or buildings, installations, equipment etc. on the site of the contract belonging to the Department of any private building, roads or grounds contiguous to the premises of the said Department on which he or they may be employed, the Contractor shall upon receiving instructions (in writing) from the Engineer, cause the same to be made good, in a perfect and workmanlike manner, at his own expense, and in default thereof the Engineer shall cause it to be done by some other tradesmen, the cost thereof being deducted in the manner laid down in this document.

1.28 Contractor Responsible for the Premises for the Works, for Accidents, Insurance etc

1.28.1 The Contractor shall execute the Works and any activities concerning or related to the Works and/or as set out in the Contract, causing the least possible delay or disruption to the normal activities associated with the Works or to the normal activities associated with any areas, rooms, buildings or dedicated spaces adjacent to the premises for the Works.

1.28.2 The Contractor shall leave the Works and premises when a service, maintenance activity or a repair effected under this Contract is finished, in a clean and perfect state internally and externally, fit for occupation and use and complete in every respect.

1.28.3 The Contractor shall be responsible also for the protection and safety of such of the premises, improvements, property and/or equipment of the Department as shall be placed under the control of the Contractor for the purpose of this Contract until the Contract shall have been finally completed and given up as aforesaid.

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- 1.28.4 The Department will carry the risk of damage to or replacement of buildings, materials and plant on site, caused by fire, subject to Clause 1.28.5 and Clause 1.28.6 hereunder, to the same extent as if the property on the site of the contract were insured with an Insurance Company.
- 1.28.5 The Contractor shall take all reasonable precautions to prevent any equipment or property on the site of the Works being damaged by fire. Should a fire occur causing damage to the Works in progress or property, installations or equipment related to or involved in the Works, he shall: -
- i) Immediately notify the Engineer in writing of the fire and of the damage caused thereby;
 - ii) within forty-eight hours of the occurrence, furnish the Engineer with a detailed statement showing:-
 - Cause and time of occurrence.
 - extent of damages or loss;
 - when discovered and by whom;
 - steps taken to combat the fire;
 - estimated cost of making good damage or loss;
 - original cost of material or plant damaged and approximate date of purchase, supported by documentary evidence, if required;
 - person responsible for the fire, if known;
 - iii) obtain and submit to the Engineer a copy of a report by the local Firemaster, if available;
 - iv) obtain and submit reports by person or persons:-
 - Who discovered the fire;
 - who is or are responsible for the fire.
- 1.28.6 Excepted risks - The Contractor shall not be liable for "excepted risks". These risks are riot (in so far as it is uninsurable), war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or a cause solely due to use or occupation by the Department.

1.29 Acts of Parliament and Provisions of Local or Other Authorities

- 1.29.1 The Contractor shall accept all the responsibilities for and take all the steps and precautions and make all the arrangements required by and necessary to comply with any Act of Parliament and any subsequent and/or related Regulations as far as the execution of the Works and any activity regarding the Works or on the site of the Works by himself, any employee of his, any subcontractor or person under his control or supervision, or any person within the boundaries of the premises of the Works, are concerned.

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1.29.2 In this regard, special consideration shall, inter alia, be given to the Occupational Health and Safety Act, Act 85 of 1993 as amended. The Contractor shall accept his responsibilities in this regard and indemnifies the Department or any of its employees against any claims for compensation whatsoever and against prosecution under any such Act unless negligence on its or their behalf is evident and can be proven.

1.29.3 The Contractor shall, until the date of the termination of the Contract, conform to any binding industrial agreement relating to the Contract and/or Works, the provisions of any to the regulations and by-laws of any Provincial, local or other authority relating to the Contract and shall give all notices required and pay all fees payable to any such authority in respect of the Contract and shall hold the Department free from all loss, costs damages or expenses caused by his failing to comply with such agreements and regulations.

1.30 Return of Men Employed

1.301 The Contractor shall furnish, as and when required by the Engineer, a distribution return of the number of artisans and labourers employed on the Works and/or the site of Works.

1.31 Facilities to other Contractors

1.31.1 The Contractor shall give all facilities necessary and proper to any other Contractor or to Workmen of the Department whose work may adjoin or be connected with site of the Works and, in the event of there being any dispute in this connection between the Contractor and Workmen of the Department it shall be settled by the Engineer whose orders shall be final so far as the Contractor under the Contract is concerned.

1.32 Materials and/or Parts and/or Equipment Removed to remain Property of the Department

1.32.1 Unless the contrary is explicitly stated in the official order, all materials, parts or equipment removed in accordance with the specification, any valid Orders in Writing and this Contract will remain the property of the Department.

1.32.2 All redundant materials and spare parts must be handed over to the representative of the Department at the relative institution and a signature shall be obtained for such redundant materials and spare parts. Note: The Contractor is responsible for all redundant material and spare parts until handed over and a signature is obtained.

1.33 Deviations from Contract Period or Failure to comply with the Conditions of the Contract

1.33.1 Should the Contractor fail to commence the Works or any part or portion thereof at the dates, times, intervals or periods prescribed or to proceed with and complete

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the Contract in compliance with the preceding Clauses and in the manner therein stated, or if he should fail, refuse or neglect to comply strictly with any of the Conditions of this Contract or any instructions and/or Orders in Writing given in terms of the Contract, then the Engineer shall have the right in his absolute discretion forthwith and from time to time to adopt and exercise all or any one or more of the following courses, either wholly or partly or by way of substitution, succession or variation of the one or more for the other or others of them wholly or partly, viz:-

- a) To allow the Contractor to proceed with the Contract, and to deduct as and for agreed damages, a sum calculated as follows:
 - (i) In the event of the Contractor exceeding the Contract Period, 50 per cent of the Contract Price, multiplied by the fraction by which the period for the completion of the Contract allowed for in the Contract is exceeded by the actual period for the completion of the contract, or
 - (ii) In the event of the Contractor exceeding the scheduled interval(s), 50 per cent of the Contract Price for each service or maintenance activity, multiplied by the fraction by which the scheduled interval between such services or maintenance activities allowed for in the Contract is exceeded by the actual, related interval.
 - (iii) Such sums may be deducted from any sum due or to become due under this or any other Contract heretofore or hereafter existing between the Contractor and the Department or may be recovered in any competent Court of Law.
- b) To direct the Contractor, in writing on any day named therein, to suspend and discontinue the execution of the Contract, and to withdraw himself and his workmen from the said site or sites and thereupon:-
 - (i) To make any Contract or Contracts by calling for tenders or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such times as to the Engineer shall seem best, or
 - (ii) To provide such number of men or purchase such materials or both provide the men and purchase the materials as to him shall seem fit and proceed with and complete the said Works.
 - (iii) In relation to the foregoing provision (b)(i) and (ii), the Engineer shall charge any sums of money which may be paid or incurred by the Department for completing the said Contract against the Contractor and if such amount shall exceed the amount still to be paid to the Contractor under this Contract, then the Department shall have the right inter alia to recover such excess or any balance thereof from the Contractor by set off or legal proceedings.

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1.34 Waiving of protection afforded by Prescription Act to the Contractor

1.34.1 The Contractor relinquishes and abandons any rights, advantage or benefits afforded by the Act on Prescription, Act 68 of 1969, or any similar existing or future Act regarding the prescription of any claim against the Contractor which may originate from the Contract and the Contractor undertakes not to tender the prescription of a relevant claim as defence against any such claim.

1.35 Waiver, Relaxation or Indulgence

1.35.1 No failure, relaxation, or indulgence on the part of the Engineer in exercising any power or right conferred upon him in terms of the Contract shall operate as a waiver of any such power or right, nor shall any single or partial exercise of such power or right preclude any other or future exercise thereof, or the exercise of any other right or power in terms of this Contract.

1.36 Handing over of site(s) of Contract Works at termination of Contract

1.36.1 At the termination of the Contract Period, or shortly thereafter, the Contractor shall make himself or a suitably qualified employee available for handing the site or sites of the Contract over to the Engineer or, in the presence of the Engineer to a newly appointed Contractor, as may be required. Defects related to the Contract or covered by the Conditions of Contract observed during the handing over, shall be the responsibility of the Contractor to rectify without delay.

1.36.2 The decision of the Engineer regarding the responsibility for, and any remedial steps required to rectify or eliminate said defects, shall be final and binding.

1.36.3 Should the Contractor fail to rectify the defects so established in the manner set out by the Engineer, the Engineer may, at his discretion, act according to any one or more of the measures set out in these conditions.

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2. SPECIAL CONDITIONS OF TENDER

2.1 Type of Contract

- 2.1.1 This tender is intended to result in a direct contract between the DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT and the successful tenderer through the Provincial Bid Committee.
- 2.1.2 Work called for shall consist of the supply on order only of all materials, labour, tools, equipment, transport etc. for, maintenance work, repairs, replacement and/or erection of the items and equipment identified in the various sections hereunder.

2.2 Time for completion

- 2.2.1 This tender calls for the continuous availability for repairs and servicing of Septic Tanks at the institutions as specified, for the period indicated.

2.3 Payment for work completed

- 2.3.1 Payments will be made on a regular monthly basis after receipt of an official invoice on or before the 7th day of each month, following the month for which payments are claimed.
Claims received after the 7th day of the month will be carried to the next month for payment.
- 2.3.2 Claims for payment shall be submitted on a monthly basis and shall consist of the following:
 - (i) Description of work undertaken
 - (ii) Official order (work order signed by the Representative of the Department)
 - (iii) Number of hours worked supported by signed time sheets.
 - (iv) Suppliers invoices for materials used.
 - (v) Distance travelled in km for every category vehicle over and above that for any work included for in this contract.
 - (vi) Acceptance certificate signed by the Representative of the Department.

In the event of the attendance register not being signed and completed, deductions on a pro-rata basis from the monthly progress claims will be made.

- 2.3.3 Tenderers must clearly state the rates to be charged in the spaces provided and must complete the Price Schedule.
- 2.3.4 The Department through the Tender Board reserves the right to add to or omit any plant to or from this contract.

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2.4 Financial reports on tenderers:

- 2.4.1 The tenderer must, within 7 days from the date on which he was requested to do so, submit a full report on his financial standing from his banker.

2.5 Response Time and Work Progress

- 2.5.1 The Contractor shall at all times in the execution of his contract ensure that maintenance and repairs of equipment is done in such a manner as to disrupt services to a minimum, and to adhere to the Department's requirements and site instructions within the stipulated time and time spans allocated

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 1.20 of this contract.

2.6 Standard of maintenance and repair work

- 2.6.1 All maintenance and repair work will be executed in a workmanlike manner to the satisfaction of the Engineer.
- 2.6.2 The Engineer reserves the right to execute such repairs and replacements with his own staff or by any other means.
- 2.6.3 The Contractor will supervise his own workmen, provide his own tools, and where materials are used, this shall comply to the current SABS Specifications, except where otherwise requested by the Engineer. The completed repair work and maintenance shall comply with:
- a) The Occupational Health and Safety Act's of 1993 as amended and the regulations pertaining to the said Act and any SABS/SANS, BS or DIN specifications for materials and to manufacturer's specification, which may be applicable.
 - b) The SABS Code of Practice for Wiring of Premises SABS 0142-1982, as amended.
 - c) Government Provincial and Local Authorities Ordinances, Regulations, By-laws, Rules and other legal instructions.
 - d) Standard Specifications of the Department.
- 2.6.4 In the event of failure of the Contractor to maintain and/ or repair any installation to the satisfaction of the Engineer, the latter reserves the right to make any arrangements necessary, or expedient in regard to said maintenance and/ or repairs to any installation appearing in the schedule attached hereto and the Contractor shall be liable to the Department for payment of any damage which the Department may suffer as a result of the Contractor's default or neglect.

2.7 Labour Rates

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- 2.7.1 Labour rates asked for in the price schedule shall make provision for supervisors, operators and helpers and shall include all insurance, supervision, holiday allowances, incentive bonuses, profit, financing, insurance and guarantee cost, overheads, etc.
 - 2.7.2 Time sheets, signed by the Representative of the Department, shall accompany all claims from the contractor for payment.
- 2.8 Commencement of work and official order
 - 2.8.1 No Work shall be commenced without the approval of the representative of the Engineer, nor without an official order. When quotations are invited for services, no extra work requested by the Department shall be performed unless covered by a written instruction. Accounts submitted for extra work performed will not be entertained unless accompanied by a copy of such written instruction.
- 2.9 Quality of supervision
 - 2.9.1 All supervision shall be carried out and the facility be kept in such a condition that the requirements of the Occupational Health and Safety Act no. 85 of 1993 and regulations as amended, is satisfied in all respects. A high quality of cleanliness is required.
 - 2.9.2 Any damages which may occur as a result of poor supervision shall be to the account of the Contractor. The Contractor will also be held responsible for the safety of all persons inside building.
 - 2.9.3 The Contractor will be responsible and answerable for any legal proceedings resulting from non-compliance by him or his staff to the Act within the boundaries of the facility or such activities associated with the operation of the facility.
- 2.10 Accommodation and storage
 - 2.10.1 The Contractor shall make all arrangements for accommodation of his workmen and for the safe storage of his tools, material and vehicles on site. Ablution facilities only will be provided.
 - 2.10.2 All plant and materials stored on site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all such plant and materials.
- 2.11 Acceptance of tenders
 - 2.11.1 The Department reserves the right to accept or reject any or all tenders submitted. TENDERS may be accepted wholly or partly on a regional basis.

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2.12 Distribution of work

- 2.12.1 Where more than one tender is accepted, the work will be distributed amongst the successful Tenderers at the discretion of the Department. Successful Tenderers shall therefore only be responsible for the equipment and institutions indicated on their letter of acceptance from the Department, unless otherwise notified in writing.
- 2.12.2 All Institutions have resident maintenance personnel, and it will be left to the discretion of the Department when and what work covered by this Contract, will be carried out by the successful Tenderer/s.

2.13 Transport and subsistence rates

- 2.13.1 Transport rates shall include travelling time and no separate claims for travelling time will be entertained. No extra payment for toll fees will be entertained.
- 2.13.2 Subsistence shall not be priced or paid separately and shall be included for in the labour rates as per this specification.
- 2.13.3 All rates will be calculated from the particular regional office in Mpumalanga Province.

2.14 Labour rates and qualifications

- 2.14.1 Tenderers shall tender for an hourly labour rate for skilled artisan man-hours required to perform the work and the charge per man-hour shall be taken to cover all ancillary unskilled labour, use of workshop facilities, tools and all overhead and indirect expenses, (cost to generate quotations) subsistence and profit.
- 2.14.2 The Department shall have the right to ask for the submittance of the qualifications of an artisan employed by the Contractor in order to establish if the artisan is duly qualified.
- 2.14.3 The Contractor shall not make use of any Learner Artisan or Learner Technician labour unless under the supervision of a duly qualified Artisan.

2.15 Mark-up on unscheduled materials and spare parts

- 2.15.1 A maximum mark-up of 20% on the suppliers nett invoiced value of materials and spare parts shall be allowed by the Department. Suppliers invoices must be included with the contractors invoice.
- 2.15.2 This mark-up shall include all profits, overheads, handling fees, guarantee, delivery to site etc.
- 2.15.3 This figure is not fixed and Tenderers wishing to submit a more competitive mark-up may do so if they wish to improve their tender position.

2.16 Logbooks

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2.16.1 All WORK carried out shall be fully detailed in the applicable logbook supplied by the Department.

2.17 Accounts

2.17.1 The following information shall be reflected on all invoices: (Refer also to clause 2.3)

- a) Name of institution with code number and region number.
- b) Official order number.
- c) Total number of hours worked and hourly rate.
- d) Detailed description of plant serviced/ repaired.
- e) Distance travelled in km.
- f) Detailed list of materials used.
- g) Daily summary of work performed, and hours booked, in detail.
- h) Detailed list of extras claimed to which must be attached a copy of written instructions.
- i) Invoices/ quotes from suppliers.

2.17.2 Upon satisfactory completion of the work the Contractor shall submit his invoice in duplicate to the Representative of the Department at the specified delivery inspection.

2.18 Non-compliance

2.18.1 Failure to comply with any of the aforementioned clauses may invalidate the Tender or cause cancellation of the Contract.

2.19 Training

2.19.1 Tenderer/s shall indicate in the schedule of information whether they are prepared to assist the Department during the contract period with

- (a) on-site training of pupil artisans, and
- (b) upon mutual agreement, specific training at the Contractors workshop.

2.19.2 Should such training be called for the details shall be negotiated with the Contractor to obtain mutually acceptable training schedules, supervision, reporting, discipline etc.

2.20 Lubricants and cleaning materials

2.20.1 All cleaning materials and Lubricants will form part of this contract and will be supplied by the Contractor at his expense.

2.21 Tools and workmanship

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2.21.1 The Contractor must provide all the tools required for the proper execution of the work at his own expense. He will be responsible for all tools and equipment which is required by the Inspector of Machinery when inspections are carried out.

2.22 Reporting

2.22.1 It is required of the Contractor to report to the representative of the Engineer on site before commencing with any work to ensure proper liaison and supervision of all work carried out.

2.23 Instructions

2.23.1 It will be noted that NO instructions from any personnel other than the representative of the Engineer : DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT, should be carried out.

2.24 Faulty workmanship

2.24.1 All labour and transport costs, including those in connection with the breakdowns due to negligent and/or inadequate servicing on the part of the Contractor, or faulty and defective equipment and materials etc., supplied by the Contractor shall be for the expense of the Contractor.

2.25 Functioning

2.25.1 The Contractor shall not change or alter the functioning or design of any piece of equipment or part thereof, without the prior written consent of the Engineer.

2.26 Trained Staff

2.26.1 Servicing and repair work shall at all times be done by fully trained staff, and under no circumstances may untrained workers be left on site to do any minor work without proper supervision of trained staff.

2.26.2 The Contractor shall use competent trained staff directly employed and supervised by him and shall take all responsible care to repair and maintain the installations. The Department reserves the right to inspect the tenderer's premises for plant, equipment and general good management before tenders are awarded.

NOTE: All technician's/ artisan's certificates of qualification and apprenticeship contracts shall be submitted with the tender for evaluation by this Department. A Statement of Experience gained and on what type of equipment shall be submitted with the

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tender for each artisan/ technician employed. By not complying with this clause, the tender may not be taken in consideration and may lead to disqualification.

2.27 Site Visit

2.27.1 It is essential that Tenderers visit the site, so as to acquaint themselves with the prevailing conditions and to check on the units to be serviced.

2.27.2 Inspection of the plants for the purpose of tendering is to be arranged with the Engineer: DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT, Nelspruit.

2.27.3 No claims stemming from the non-compliance with this requirement will be entertained.

2.28 Operation

2.28.1 Servicing of Septic tanks must be done as and when required.

2.29 Safety

2.29.1 It will be the responsibility of the Contractor to keep the installations safe and in good working order, and all plant rooms must be kept clean and tidy at all times. All work on plant shall conform to the requirements of the Occupational Health and Safety Act, 1993, as amended.

2.30 Corrosion

2.30.1 The Contractor will be responsible to prevent corrosion on all components of the serviced plant or equipment. Paint colours or combinations of colours applied to the plant shall be to the standards laid down by the Engineer which are available on request and will generally be the same as the original coat of paint.

2.31 Log books

2.31.1 It will be the Contractor's responsibility to enter into the log book (which will be supplied by the Department) all work carried out on any part of the plant whether it be regular servicing, repairs, breakdowns or even routine inspection of the plant or equipment.

2.32 Guarantee

2.32.1 The Contractor shall guarantee all repair work done for a period of twelve months, against poor workmanship.

2.33 Standby

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2.33.1 The Contractor shall be required to provide a 24 hour, 365 day per year standby service so as to attend immediately to any emergency breakdowns that may occur.

2.34 Qualified Staff

2.34.1 The Contractor shall have qualified staff on site at all times when servicing and repair work is carried out.

2.35 Materials and spare parts

2.35.1 The Department reserves the right to either purchase materials and spare parts for use by and to supply it to the Contractor or alternatively to accept the materials and spare parts at prices submitted by the Contractor as per this agreement, whichever proves to be the most economical for the Department.

2.36 Consumables

2.36.1 All consumables required for the maintenance and servicing of the works shall be supplied by the Contractor. This includes all tools, testing equipment, transport, labour and scaffold as required. Under no circumstances are the Department's tools, equipment or materials to be utilised.

2.36.2 Tenderers are to base their tenders on the information listed in the schedules of equipment and additional information established during his site visit. It is the responsibility of the Tenderer to ensure that the quantities and technical information on which his tender is based are correct.

2.37 Invoices/Quotes from suppliers

2.37.1 Invoices or quotation forms from suppliers for materials shall accompany all claims from the contractor for payment. Where required by the Engineer three quotations for materials or a price of equipment must be submitted prior to the work being undertaken, except when purchases are made from sole agents or suppliers.

2.38 Official Order Form

- a) An official order for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to the Contractors by the Engineer of appointed officials of the Department. For each repair, details regarding the defects shall be given to the Contractor in writing.

Special arrangements are applicable for emergency repairs.

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- c) No payments shall be made for work executed without the necessary written authority.
- d) Payments can be delayed if order numbers do not appear on invoices submitted for payment.

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ANNEXURE B: OHSa Agreement

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between The Province of Mpumalanga represented by Head of
Department: Department of Public Works, Roads and Transport.

(hereinafter called the EMPLOYER of the one part, herein represented by:

.....

in his capacity as:

.....

AND:

.....

(hereinafter called the CONTRACTOR) of the other part, herein represented by

.....

.....

.....

in his capacity as:

..... duly

authorised to sign on behalf of the Contractor.

WHEREAS the CONTRACTOR is the Mandatory of the EMPLOYER in consequence of an
agreement between the CONTRACTOR and the EMPLOYER in respect of
CONTRACT No:.....

AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an
agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act
No 85 of 1993, as amended by OHSa Amendment Act No 181/1993 (hereinafter referred to as
the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of
the CONTRACTOR with all relevant provisions of the ACT and the regulations
promulgated in terms thereof.
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and
prohibitions imposed in terms of the ACT and Regulations: Provided that should the
EMPLOYER have prescribed certain arrangements and procedures that same shall be

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observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at.....

for and on behalf of the **CONTRACTOR** on this the.....day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.....

2.....

Thus signed at.....

for and on behalf of the **EMPLOYER** on this the.....day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.....

2.....

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

MAINTENANCE AND SERVICING OF SEPTIC TANKS AT VARIOUS FACILITIES WITHIN
THE PROVINCE AS AND WHEN REQUIRED FOR A PERIOD OF THREE (3) YEARS

ANNEXURE C: SAMPLE JOB CARD

Name of Contractor: _____		Job Card Serial No. _____																					
Tender No.: _____																							
JOB CARD	Institution: _____ District: _____ Date: _____ Order No.: _____																						
Plant / Equipment Description: _____ Serial Number: _____																							
Job Request	Requested by: Name: _____ Designation: _____	Request approved by: Name: _____ Designation: _____																					
Please carry out the following work: _____ _____ _____ _____		Classification Service ☐ Repairs ☐ Special Request ☐ Emergency Call-out ☐																					
Complete within _____ hours / days / weeks / months		Delete not applicable																					
JOB REPORT Details of Work Done:																							
1) Labour Used <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">Category</th> <th style="width: 10%;">No.</th> <th style="width: 20%;">Total Hours</th> <th style="width: 20%;">Total Days</th> <th style="width: 20%;">Total Week</th> </tr> </thead> <tbody> <tr> <td>Skilled / Artisans</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Semi-skilled</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>Unskilled</td> <td>_____</td> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>				Category	No.	Total Hours	Total Days	Total Week	Skilled / Artisans	_____	_____	_____	_____	Semi-skilled	_____	_____	_____	_____	Unskilled	_____	_____	_____	_____
Category	No.	Total Hours	Total Days	Total Week																			
Skilled / Artisans	_____	_____	_____	_____																			
Semi-skilled	_____	_____	_____	_____																			
Unskilled	_____	_____	_____	_____																			
2) Material used: <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 60%;">Description (Schedule Ref. And Cat. No.)</th> <th style="width: 20%;">Unit</th> <th style="width: 20%;">Quantity</th> </tr> </thead> <tbody> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> <tr> <td>_____</td> <td>_____</td> <td>_____</td> </tr> </tbody> </table>				Description (Schedule Ref. And Cat. No.)	Unit	Quantity	_____	_____	_____	_____	_____	_____											
Description (Schedule Ref. And Cat. No.)	Unit	Quantity																					
_____	_____	_____																					
_____	_____	_____																					
Date: _____	Time on: _____	Time off: _____	Technician/Artisan: _____																				
Work Completed by the CONTRACTOR: _____		Accepted for and on behalf of the EMPLOYER: _____																					

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ANNEXURE D: SAMPLE REPAIR WORK ACCEPTANCE CERTIFICATE

ORDER No.

INSTITUTION	:	
CODE	:	
REGION	:	
CONTRACTOR	:	
CONTACT PERSON	:	

Description of Works/ Part of Works Completed :		
Delivery Date :	Rectification Date :	Completion Date :

This is to certify that first/ final delivery of the above mentioned works was taken on the date as indicated.

Name : _____
Position : _____
Signature : _____

Representative of DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

Regional Office : _____
Date : _____

Issue of this certificate is noted and agreed to on behalf of the Contractor		
Contractor's Representative	SIGNATURE	DATE

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ANNEXURE C: Emergency Work Form