



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE FOR PERIOD OF 24 MONTHS: NKANGALA DISTRICT MUNICIPALITY

BID NO: NST26/010

Closing Date: 07 September 2026
Closing Time: 11H00

Bid Briefing Meeting Date: 2026/08/25

Bid Briefing Meeting time: 11:00 AM

Tenderers CSD No:

Name of the Tenderer:

Bid Box Address

Department of Public Works & Infrastructure

30 BROWN STREET
9TH NEDBANK BUILDING
NELSPRUIT
1200

SCM SPECIFIC ENQUIRIES:

Enquires: **Wisdom Dzamukeri**
Tel No: **Indicate** during office hours
Cell No: **013 1010 109**
Email Address:
WISDOM.DZAMUKERI@DPW.GOV.ZA

TECHNICAL / PROJECT SPECIFIC ENQUIRIES

Enquires: **HELLEN MOKWENA**
Tel No: **Indicate** during office hours
Cell No: **082 698 3915**
Email Address: **HELLEN.MOKWENA@DPW.GOV.ZA**

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SUMMARY OF BID INFORMATION

Bid Number	NST26/010	
Bid/ Project Description	PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE FOR PERIOD OF 24 MONTHS: NKANGALA DISTRICT MUNICIPALITY	
Bid Closing date & Time	Monday, 07 September 2026	Closing Time: 11H00
Bid Briefing Date & Time (If applicable)	<i>Date of Bid Briefing (if any)</i> 2026/08/25	<i>Time of Bid Briefing (if any)</i> 11:00 AM
Venue	NELSPRUIT PRISON MAIN GATE	
SCM SPECIFIC ENQUIRIES:	Wisdom Dzamukeri	WISDOM.DZAMUKERI@DPW.GOV.ZA
	013 101 0109	N/A
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	HELLEN MOKWENA	HELLEN.MOKWENA@DPW.GOV.ZA
	082 698 3915	082 698 3915
Bid Validity Period	84 calendar days	
Bid Document Price	R 100.00	
Procurement Plan Reference Number	731	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE FOR PERIOD OF 24 MONTHS: NKANGALA DISTRICT MUNICIPALITY		
Bid no:	NST26/010	Procurement Plan Reference no:	731
Advertising date:	Monday, 17 August 2026	Closing date:	Monday, 07 September 2026
Closing time:	11H00	Validity period:	84 calendar days

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **2 SO** or **2 CE*** or higher.

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

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

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

2. FUNCTIONALITY CRITERIA APPLICABLE

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

Functionality criteria ¹ :		Weighting factor:
1.	LOCALITY The bidder must submit CSD report to serve as proof of residence. The preferred address indicated (Yes) on the CSD report will be the one considered for scoring. Should the bidder submit more than one preferred address indicated (Yes) on different tenders, they will be disqualified. Proof of Residence within NKANGALA district= 5 Outside NKANGALA district = 1	40

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

2.	EXPERIENCE The bidder must submit proof of current and previous projects done. Bidder must attach copy of appointment letter/ order and completion certificate/ job cards of the related/ similar projects in plumbing and drainage. Ensure theres a clients stamp and signature on both attachments. Failure to do so, no point will be allocated. All the appointment letters/ orders and completion certificate/ job cards should have a traceable contact detail for the purpose of authenticating the work done. In case of subcontracted projects, the bidder must provide a copy of appointment letter for the main contractor. In case of current project, no completion letter required, however verification of contractor's performance will be done by the evaluation. 5 projects and above = 5 points 4 projects = 4 points 3 projects = 3 points 2 projects = 2 points 1 projects = 1 points 0 projects = 0 points	35
3.	TRANSPORT Contractor must submit certified proof of evidence for a vehicle owned by the bidder to execute the project. Proof of vehicle should be a vehicle licence registration ,under one of the directors or company name. Certification should not be older than six (6) months. 1 LDV = 5 None of the above = 0	10
4.	FINANCIAL CREDIBILITY Contractor must provide a stamped bank rating letter under the name of director or company name from the banking institution. Bank stamp should not be older than six (6) months. Grade A = 5 Points Grade B = 4 Points Grade C = 3 Points Grade D = 2 Points Grade E = 1 Proof of bank confirmation	15
5.		
6.		
7.		
8.		
TOTAL		100

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

Minimum functionality score to qualify for further evaluation:	70
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(Total minimum qualifying score for functionality is 50 Percent, any deviation below or above the 50 Percent, provide motivation below)

3. EVALUATION METHOD FOR RESPONSIVE BIDS

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

☐ Method 1 (Financial offer)	☐ Method 2 (Financial and Preference offer)
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3.2. The 80/20 Preference points scoring system will be applicable for this bid

4. RESPONSIVENESS CRITERIA

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

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

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

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

1.	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	☒	Submission of (PA-11): Bidder's disclosure
4.	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	☐	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	☒	Submission of DPW-09 (EC): Particular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	☒	Submission of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	☒	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
13.	☒	Data provided by the tenderer in Part 2 of DPW-04 Contract Data (JBCC 2018) or DPW-05 Contract Data (GCC 2015) whichever applicable to be fully completed.
14.	☐	

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

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

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

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

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

6. BID EVALUATION METHOD

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

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 to 10 years.

The tendering Service Provider's experience on comparable projects during the past 5 to 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

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

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

7.2 Commercial risks:

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

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

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

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

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

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

9. COLLECTION OF TENDER DOCUMENTS

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

☒ Alternatively; Bid documents may be collected during working hours at the following address NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.

A non-refundable bid deposit of **R 100.00** is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

There will be a compulsory bid briefing meeting and all potential bidders must attend. Details of the compulsory bid briefing meeting is indicated in the table below:

Venue:	NELSPRUIT PRISON MAIN GATE		
Virtual meeting link:	(Type link here or indicate "N/A")		
Date:	<i>Date of Bid Briefing (if any)</i> 2026/08/25	Starting time:	<i>Time of Bid Briefing (if any)</i> 11:00 AM

11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

DPWI Project Manager	HELLEN MOKWENA	Telephone no:	082 698 3915
Cellular phone no	082 698 3915	Fax no:	N/A
E-mail	HELLEN.MOKWENA@DPW.GOV.ZA		

11.2 SCM enquiries may be addressed to:

SCM Official	Wisdom Dzamukeri	Telephone no:	013 101 0109
Cellular phone no	n/a	Fax no:	N/A
E-mail	WISDOM.DZAMUKERI@DPW.GOV.ZA		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Monday, 07 September 2026

Closing Time: 11H00

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 11280 Nelspruit 1200 Documents must be deposited in The Bid Box before the closing date of the bid	OR	Deposited in the tender box at: The Bid Box Department of Public Works & Infrastructure 30 brown street Mbombela Nedbank Building 9th floor
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EVALUATION ON FUNCTIONALITY

Paste Functionality here or Indicate "N/A"

DPW-07: FORM OF OFFER AND ACCEPTANCE

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

Bid no: NST26/010

Bid/ Project Description: PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE FOR PERIOD OF 24 MONTHS: NKANGALA DISTRICT MUNICIPALITY

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

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

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

Rand (in words):	
Rand in figures:	R

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

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:
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AND WHO IS (if applicable):

Trading under the name and style of:
--

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as: 	Note: A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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Bid No: NST26/010

Bid/ Project Description: PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE FOR PERIOD OF 24 MONTHS: NKANGALA DISTRICT MUNICIPALITY

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

The official documents ☐

The official alternative ☐

Own alternative (only if documentation makes provision therefore)

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

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

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

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

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

.....

Other Contact Details of the Tenderer are:

Telephone No. Cellular Phone No.

Fax No.

Postal address.....

Banker Branch.....

Bank Account No. Branch Code

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

ACCEPTANCE

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

Bid No: NST26/010

Bid/ Project Description: PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE FOR PERIOD OF 24 MONTHS: NKANGALA DISTRICT MUNICIPALITY

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: NST26/010

Bid/ Project Description: PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE FOR PERIOD OF 24 MONTHS: NKANGALA DISTRICT MUNICIPALITY

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

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

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

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: NST26/010

Bid/ Project Description: PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE FOR PERIOD OF 24 MONTHS: NKANGALA DISTRICT MUNICIPALITY

REFER TO THE ATTACHED RATES SCHEDULE



PRICING SCHEDULE/ BILL OF QUANTITIES

Bid no: NST26/010

Bid/ Project Description: PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE FOR PERIOD OF 24 MONTHS: NKANGALA DISTRICT MUNICIPALITY

REFER TO THE ATTACHED RATES SCHEDULE

DRPW – 03 (EC) TENDER DATA

Bid no: NST26/010

Bid/ Project Description: PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE FOR PERIOD OF 24 MONTHS: NKANGALA DISTRICT MUNICIPALITY

Paste Tender Data here

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest³ in the enterprise, employed by the state?

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

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

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

For External Use

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium⁴ will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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



	Name	Capacity	Signature
1			
2			
3			
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7			
8			
9			
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11			
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13			
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15			
16			
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18			
19			
20			

Note:

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

ENTERPRISE STAMP

--

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(project description as per Tender Document)

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

- 1 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

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

Physical address: _____

Postal Code _____



Postal Address: _____

Postal Code _____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
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The tendering enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1	
2	
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Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(project description as per Tender Document)

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

Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ Postal Code _____

Postal Address: _____

_____ Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____



	Name	Capacity	Signature
1			
2			
3			
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9			
10			
11			
12			
13			

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE FOR PERIOD OF 24 MONTHS: NKANGALA DISTRICT MUNICIPALITY		
Tender / Quotation no:	NST26/010	Reference no:	731

Date Bid Briefing Meeting: 2026/08/25

Time of Bid Briefing Meeting: 11:00 AM

Venue: NELSPRUIT PRISON MAIN GATE

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE FOR PERIOD OF 24 MONTHS: NKANGALA DISTRICT MUNICIPALITY		
Tender / Quotation no:	NST26/010	Reference no:	731

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: NST26/010

Name of Tenderer ☐ EME² ☐ QSE³ ☐ Non EME/QSE (tick applicable box)

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

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

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

² EME: Exempted Micro Enterprise

³ QSE: Qualifying Small Business Enterprise

1. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE FOR PERIOD OF 24 MONTHS: NKANGALA DISTRICT MUNICIPALITY		
Tender / Quotation no:	NST26/010	Closing date: Monday, 07 September 2026	Time: 11H00

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

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer		Signature		Date	

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 **Price: Maximum 80 points**

1.3.2 **Specific Goals: Maximum 20 points**

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

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

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

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

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

2. DEFINITIONS

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

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs



- 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

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

☐ Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____ / _____ / _____ the annual Total
 Date/ month / year

Revenue was R10, 000,000.00 (Ten Million Rands) or less

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

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

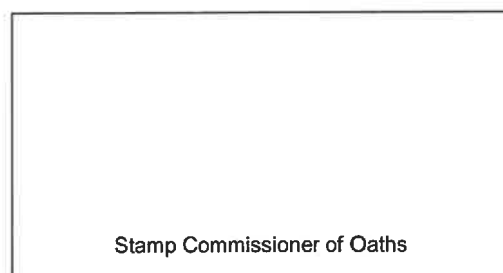
4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.

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

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp



SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

I hereby declare under Oath that:

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

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

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

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

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

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

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp

Stamp Commissioner of Oath

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES (ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

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

I, the undersigned,

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

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

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

o Black Military Veterans % _____ %

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

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

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

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

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

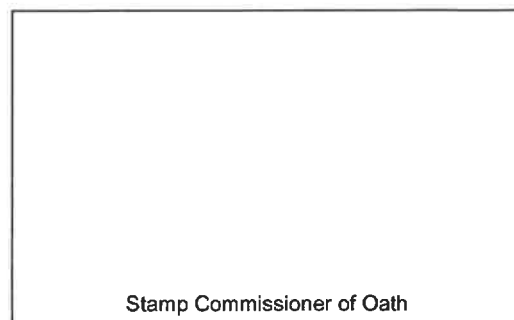
5) I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

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

Deponent Signature _____

Date: _____

 Commissioner of Oaths
 Signature & stamp



FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

1. DEFINITIONS

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

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

2. INTERPRETATION

- 2.1.** *In this Contract, except where the context otherwise requires:*
- 2.1.1** *The masculine includes the feminine and the neuter, vice versa;*
- 2.1.2** *The singular includes the plural; and vice versa*
- 2.1.3** *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*
- 2.2.** *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*

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

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

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

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

3. DURATION

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

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

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

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

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

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

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

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

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

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

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

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

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

- 5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*
- 5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*
- 5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*
- 5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*

6. SERVICE MANAGER

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

7. SECURITY

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

8. SECURITY CLEARANCE

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

9. CONFIDENTIALITY

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



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

- 9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or*
- 9.2.1 *the Employer shall be entitled to cancel the Contract*
- 9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*
 - 9.2.1 *employees, officers and directors of the Service Provider; and*
 - 9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*
- 9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*
- 9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*

10. **AMBIGUITY IN DOCUMENTS**

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

11. **INSURANCES**

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

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

- 12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*
- 12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*
- 12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*

- 12.4. *The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.*
- 12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*

13. PROGRAMME

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

14. SUBCONTRACTING

- 14.1. *The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.*
- 14.2. *Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.*

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

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

16. COMPLIANCE WITH LEGISLATION

- 16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*
- 16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*

- 16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*
- 16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*
- 16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*
- 16.6. *The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.*
17. **REPORTING OF INCIDENTS**
- 17.1. *In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.*
- 17.2. *The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.*
- 17.3. *The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.*
- 17.4. *The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.*
- 17.5. *The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible*
18. **NUISANCE**
- 18.1. *The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.*
- 18.2. *The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.*
19. **MATERIALS, WORKMANSHIP AND EQUIPMENT**
- 19.1. *All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.*
- 19.2. *The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.*
- 19.3. *The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.*

- 19.4. *All costs for tests carried out shall be deemed to be included in the Service Provider's prices*
- 19.5. *Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.*

20. URGENT WORK

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

21. INDEMNIFICATIONS

- 21.1. *The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:*
- 21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*
- 21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*
- 21.1.3 *any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.*
- 21.2. *The Employer accepts liability for all acts or omissions of its employees, agents or representatives.*

22. VARIATIONS

- 22.1. *The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.*
- 22.2. *No variation by the Employer of whatever nature shall vitiate the Contract.*
- 22.3. *Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.*
- 22.4. *The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.*

- 22.5. *Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 22.6. *If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.*
- 22.7. *The Additional Services will be valued at the rates in the Pricing Data.*
23. **IDENTIFIED PROJECTS**
- 23.1. *The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.*
- 23.2. *The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.*
- 23.3. *Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.*
- 23.4. *If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.*
- 23.5 *In respect of the Identified Projects, the written instruction referred to in 23.3 shall:*
- (a) *describe the services/works required to be executed by the Service Provider under the Identified Project;*
 - (b) *state the due commencement and completion dates of the relevant Identified Project;*
 - (c) *state the total cost of the relevant Identified Project as agreed to between the Parties;*
and
 - (d) *any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.*
- 23.6 *Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.*
- 23.7 *Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.*
- 23.8 *Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.*
- 23.9 *If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.*



- 23.10 *If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.*
- 23.11 *If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:*

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24. SUSPENSION OF THE SERVICES

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

25. PENALTY FOR NON-PERFORMANCE

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

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

26. PAYMENTS

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

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

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

26.2.2 *adjustments in terms of the pricing data;*

26.2.3 *additional work rendered by the Service Provider;*

26.2.4 *CPAP adjustment where stated in the Contract Data; and*

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

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

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

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

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

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

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

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

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

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

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

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

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

27. RELEASE OF SECURITY

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

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

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

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

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

27.3 *If the form of security selected is:*

(a) *a retention of 2.5% of the Contract Sum (excl. VAT); or*

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

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

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

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

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

28. OVERPAYMENTS

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

29. COMPLETION

- 28.1 *At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.*
- 29.2 *At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.*
- 29.3 *Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:*
- 29.3.1 *The Guarantee shall be returned, if applicable.*
- 29.3.2 *The final cash deposit or retention, whichever is applicable, shall be reduced to zero.*

30. ASSIGNMENT

- 30.1 *The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.*
- 30.2 *Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.*

31. INDULGENCES

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

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

- 32.1 *The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.*
- 32.2 *The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.*
- 32.3 *The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.*
- 32.4 *In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.*
- 32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of*

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

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

33. *BREACH OF CONTRACT*

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

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

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

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

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

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

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

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

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

34. *STOPPAGE AND/OR TERMINATION OF CONTRACT*

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

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

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

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

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

- 34.2.4 *if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;*
- 34.2.5 *if the Service Provider informs the Employer that it is incapable of completing the Services as described; or*
- 34.2.6 *if in the opinion of the Employer the Service Provider acted dishonestly;*
- 34.3 *The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.*
- 34.4 *Further, the Contract shall be considered as having been terminated:*
 - 34.4.1 *where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or*
 - 34.4.2 *if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.*
- 34.5 *Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:*
 - 34.5.1 *The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.*
 - 34.5.2 *Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.*
 - 34.5.3 *The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.*

35. DISPUTE RESOLUTION

- 35.1 *In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.*
- 35.2 *If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.*
- 35.3 *The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.*
- 35.4 *Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.*
- 35.5 *The Parties shall appoint the mediator within 21 days of agreeing to mediate.*



- 35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*
- 35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*
- 35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*
- 35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*
- 35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*
36. **GENERAL**
- 36.1 *This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.*
- 36.2 *The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.*
37. **DOMICILIUM CITANDI ET EXECUTANDI**
- 37.1 *The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.*
- 37.2 *Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.*
- 37.3 *Any notice in terms of the conditions of the Agreement must either be:*
- 37.3.1 *delivered by hand during normal business hours of the recipient; or*
- 37.3.2 *sent by prepaid registered post to the address chosen by the addressee.*
- 37.4 *A notice in terms of the provisions of this Agreement shall be considered to be duly received:*
- 37.4.1 *if hand-delivered on the date of delivery;*
- 37.4.2 *if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.*
- 37.5 *Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.*



- 37.6 *Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.*

PA-10: General Conditions of Contract (GCC)

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

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PA-10: General Conditions of Contract (GCC)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

- 14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
- 16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of Liability

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

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29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

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

Name of Bidder	Signature	Date



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

TENDER DOCUMENT

RATES SCHEDULES FOR THE MAINTENANCE OF **PLUMBING AND DRAINAGE** IN
STATE BUILDINGS FOR A PERIOD OF 24 MONTHS

FOR THE APPOINTMENT OF A **PLUMBING AND DRAINAGE PANEL OF**
CONTRACTORS
AT NKANGALA DISTRICT MUNICIPALITY

TENDER DOCUMENT

NDPWI
Nelspruit Regional Office
30 Brown Street
Nedbank Building 9th Floor
Nelspruit
1200

Name of tenderer:

Bid Amount:.....



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TERMS OF REFERENCE

**RATES SCHEDULES FOR PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE
IN STATE BUILDINGS FOR A PERIOD OF 24 MONTHS.**

FOR THE APPOINTMENT OF A PLUMBING AND DRAINAGE CONTRACTOR

AT NKANGALA DISTRICT MUNICIPALITY

RATES SCHEDULES FOR PANEL OF CONTRACTORS FOR MAINTENANCE OF PLUMBING AND DRAINAGE IN STATE BUILDINGS FOR A PERIOD OF 24 MONTHS.

CONTENT:

NOTE THAT TENDER WILL BE EVALUATED AS PER FUNCTIONALITY CRITERIA AND OTHER SCM FORMS.

FUNCTIONALITY CRITERIA ARE AS FOLLOWS:

LOCALITY

- The bidder must submit CSD report to serve as proof of residence. The preferred address indicated (Yes) on the CSD report will be the one considered for scoring.
- Should the bidder submit more than one preferred address indicated (Yes) on different tenders (Gert Sibande and Ehlanzeni District), the bidder will be disqualified.

Nkangala District=5

- Outside Nkangala=1
- No proof=0

EXPERIENCE

- The bidder must submit proof of current and previous project done. Bidder must attach copy of appointment letter/order and completion certificates/job cards of the related /similar projects in plumbing and drainage.
- Ensure there's a client stamp and signature on both attachments. Failure to do so, no point will be allocated.
- All the appointment letters/orders and completion certificates/job cards should have a traceable contact detail for the purpose of authenticating the work done.
- In case of subcontracted projects, the bidder must provide a copy of appointment letter for the main contractor.
- In case of current project, no completion letter required, however verification of contractor's performance will be done by the evaluation committee.
- 5 Projects and above=5
- 4 Projects=4
- 3 Projects=3
- Projects= 2
- 1 Project =1
- 0 Project =0
- **TRANSPORT**

- Contractor must submit certified proof of evidence for a vehicle owned by the bidder to execute the project.
- Proof of vehicle should be a vehicle licence registration, under one of the directors or company name.
- Certification should not be older than six (6) months

1 LDV or more= 5 points

No LDV=0

FINANCIAL CREDIBILITY

- The bidder must submit stamped bank rating letter from the bank institute to justify credit risk in the company's name, bank rating.
- The bank rating letter should not be older than 6 months at the closing of the tender.
- Grade A=5
- Grade B=4
- Grade C=3
- Grade D=2
- Grade E/ proof of bank confirmation=1

NB: • Due to the nature of the project which will require a contractor that is closer to the project, it must be stated that before the award, bidders will be categorised per local municipality based on their preferred address as it reflects on the CSD (tender document).

•This therefore means each contractor will work on that specific local municipality. In case in that specific local municipality there's no contractor appointed on the panel, the department will use contractors from other closer town to local municipalities that falls under Nkangala District panel.

After evaluation, winning bidders will be given priced BOQ that have NDPWI rates if the Service provider agree on terms and conditions will sign and have contract with NDPWI.

Should NDPWI find any fraudulent documents you will be disqualified with immediate effect.

SECTION 1

OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with all the requirements as set out in the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

It is required of the Contractor to thoroughly study the Health and Safety Specification that is issued together with this documentation

The Contractor must take note that compliance with the Occupational Health and Safety Act and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the Departmental Representative, notwithstanding the provisions of clause A24 of Section A, or any other clause to the contrary, reserves the right to delay issuing any payment until the Contractor provides satisfactory proof of compliance. The Contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment

Provision for the pricing of all Occupational Health and Safety services, as prescribed in the Occupational Health and Safety Act and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained

SECTION 1

RATES SCHEDULES

Item	Description	Unit	Quantity	Rate	Amount
	REPLACE ABOVE GROUND PIPING				
	Water Piping				
	Replace above ground copper piping including cutting into existing piping, removing existing piping, new piping and all necessary clips, holder bats and accessories (fittings elsewhere)				
1	15mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
2	15mm Diameter pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
3	15mm Diameter pipe fixed in walls	m	1		
4	15mm Diameter pipe fixed to roof timbers of trusses in ceiling void	m	1		
5	22mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
6	22mm Diameter pipe fixed to walls, ceiling, floor, etc.in confined spaces	m	1		
7	22mm Diameter pipe fixed in walls	m	1		
8	22mm Diameter pipe fixed to roof timbers of trusses in ceiling void	m	1		
9	28mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
10	28mm Diameter pipe fixed to walls, ceiling, floor, etc in confined spaces	m	1		
11	28mm Diameter pipe fixed in walls	m	1		
12	28mm Diameter pipe fixed to roof timbers of trusses in ceiling void	m	1		
	Total carried to summary of section 1				R

Item	Description	Unit		Rate	Amount
13	35mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
14	35mm Diameter pipe fixed to walls, ceiling, floor, etc.in confined spaces	m	1		
15	35mm Diameter pipe fixed in walls	m	1		
16	35mm Diameter pipe fixed to roof timbers of trusses in ceiling void	m	1		
	Replace above ground galvanized mild steel water pipe including cutting into existing piping, removing existing piping, new piping and all necessary clips, holder bats and accessories (fittings elsewhere)				
17	15mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
18	15mm Diameter pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
19	15mm Diameter pipe fixed in walls	m	1		
20	15mm Diameter pipe fixed to roof timbers of trusses in ceiling void	m	1		
21	20mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
22	20mm Diameter pipe fixed to walls, ceiling, floor, etc.in confined spaces	m	1		
23	20mm Diameter pipe fixed in walls	m	1		
24	20mm Diameter pipe fixed to roof timbers of trusses in ceiling void	m	1		
25	25mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
26	25mm Diameter pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
27	25mm Diameter pipe fixed in walls	m	1		
	Total carried to summary of section 1				R

					R
Item	Description	Unit		Rate	Amount
28	25mm Diameter pipe fixed to roof timbers of trusses in ceiling void	m	1		
29	32mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
30	32mm Diameter pipe fixed to walls, ceiling, floor, etc.in confined spaces	m	1		
31	32mm Diameter pipe fixed in walls	m	1		
32	32mm Diameter pipe fixed to roof timbers of trusses in ceiling void	m	1		
33	40mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
34	40mm Diameter pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
35	40mm Diameter pipe fixed in walls	m	1		
36	40mm Diameter pipe fixed to roof timbers of trusses in ceiling void	m	1		
37	50mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
38	50mm Diameter pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
39	50mm Diameter pipe fixed in walls	m	1		
40	50mm Diameter pipe fixed to roof timbers of trusses in ceiling void	m	1		
41	65mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
42	65mm Diameter pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
43	65mm Diameter pipe fixed in walls	m	1		
44	65mm Diameter pipe fixed to roof timbers of trusses in ceiling void	m	1		
	Total carried to summary of section 1				R

Item	Description	Unit		Rate	Amount
45	80mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
46	80mm Diameter pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
47	80mm Diameter pipe fixed in walls	m	1		
48	80mm Diameter pipe fixed to roof timbers of trusses in ceiling void	m	1		
49	100mm Diameter pipe fixed to walls, ceiling, floor, etc	m	1		
50	100mm Diameter pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
51	100mm Diameter pipe fixed to roof timbers of trusses in ceiling void	m	1		
	Replace above ground galvanized mild steel water pipe with class 0 copper piping including cutting into existing piping, removing existing piping, new piping and all necessary clips, holder bats and accessories (fittings elsewhere)				
52	15mm Diameter pipe with 15mm diameter copper pipe fixed to walls, ceiling, floor, etc	m	1		
53	15mm Diameter pipe with 15mm diameter copper pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
54	15mm Diameter pipe with 15mm diameter copper pipe fixed in walls	m	1		
55	15mm Diameter pipe with 15mm diameter copper pipe fixed to roof timbers of trusses in ceiling void	m	1		
56	20mm Diameter pipe with 22mm diameter copper pipe fixed to walls, ceiling, floor, etc	m	1		
57	20mm Diameter pipe with 22mm diameter copper pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
58	20mm Diameter pipe with 22mm diameter copper pipe fixed in walls	m	1		
59	20mm Diameter pipe with 22mm diameter copper pipe fixed to roof timbers of trusses in ceiling void	m	1		
60	25mm Diameter pipe with 28mm diameter copper pipe fixed to walls, ceiling, floor, etc	m	1		

Item	Description	Unit		Rate	Amount
61	25mm Diameter pipe with 28mm diameter copper pipe fixed to walls, ceiling, floor, etc. In confined spaces	m	1		
62	25mm Diameter pipe with 28mm diameter copper pipe fixed in walls	m	1		
63	25mm Diameter pipe with 28mm diameter copper pipe fixed to roof timbers of trusses in ceiling void	m	1		
64	32mm Diameter pipe with 35mm diameter copper pipe fixed to walls, ceiling, floor, etc	m	1		
65	32mm Diameter pipe with 35mm diameter copper pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
66	32mm Diameter pipe with 35mm diameter copper pipe fixed in walls	m	1		
67	32mm Diameter pipe with 35mm diameter copper pipe fixed to roof timbers of trusses in ceiling void	m	1		
68	40mm Diameter pipe with 42mm diameter copper pipe fixed to walls, ceiling, floor, etc	m	1		
69	40mm Diameter pipe with 42mm diameter copper pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
70	40mm Diameter pipe with 42mm diameter copper pipe fixed in walls	m	1		
71	40mm Diameter pipe with 42mm diameter copper pipe fixed to roof timbers of trusses in ceiling void	m	1		
72	50mm Diameter pipe fixed to walls, ceilings, floors,etc	m	1		
73	50mm Diameter pipe with 54mm diameter copper pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
74	50mm Diameter pipe with 54mm diameter copper pipe fixed in walls	m	1		
Total carried to summary of Section 1					R
Item	Description	Unit	Quantity	Rate	Amount
75	50mm Diameter pipe with 54mm diameter copper pipe fixed to roof timbers of trusses in ceiling void	m	1		

76	65mm Diameter pipe with 67mm diameter copper pipe fixed to walls, ceiling, floor, etc	m	1		
77	65mm Diameter pipe with 67mm diameter copper pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
78	65mm Diameter pipe with 67mm diameter copper pipe fixed in walls	m	1		
79	65mm Diameter pipe with 67mm diameter copper pipe fixed to roof timbers of trusses in ceiling void	m	1		
80	80mm Diameter pipe with 76mm diameter copper pipe fixed to walls, ceiling, floor, etc	m	1		
81	80mm Diameter pipe with 76mm diameter copper pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
82	80mm Diameter pipe with 76mm diameter copper pipe fixed in walls	m	1		
83	80mm Diameter pipe with 76mm diameter copper pipe fixed to roof timbers of trusses in ceiling void	m	1		
85	100mm Diameter pipe with 108mm diameter copper pipe fixed to walls, ceiling, floor, etc. in confined spaces	m	1		
86	100mm Diameter pipe with 108mm diameter copper pipe fixed to roof timbers of trusses in ceiling void	m	1		
	Replace above ground galvanised mild steel water pipe with approved Polycop pipe including cutting into existing piping, removing existing piping, new piping and all necessary clips, holderbats and accessories (fittings elsewhere)				
87	15mm Diameter pipe with 15mm diameter Polycop pipe fixed to walls, ceilings, floors, etc	m	1		
88	15mm Diameter pipe with 15mm diameter Polycop pipe fixed to walls, ceilings, floors, etc. In confined spaces	m	1		
89	15mm Diameter pipe with 15mm diameter Polycop pipe fixed in walls	m	1		
90	15mm Diameter pipe with 15mm diameter Polycop pipe fixed to roof timbers of trusses in ceiling void	m	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
91	20mm Diameter pipe with 22mm diameter Polycop pipe fixed to walls, ceilings, floors,etc	m	1		
92	20mm Diameter pipe with 22mm diameter Polycop pipe fixed to walls, ceilings, floors,etc in confined spaces	m	1		
93	20mm Diameter pipe with 22mm diameter Polycop pipe fixed in walls	m	1		
94	20mm Diameter pipe with 22mm diameter Polycop pipe fixed to roof timbers of trusses in ceiling void	m	1		
95	25mm Diameter pipe with 28mm diameter Polycop pipe fixed to walls, ceilings, floors,etc	m	1		
96	25mm Diameter pipe with 28mm diameter Polycop pipe fixed to walls, ceilings, floors,etc in confined spaces	m	1		
97	25mm Diameter pipe with 28mm diameter Polycop pipe fixed in walls	m	1		
98	25mm Diameter pipe with 28mm diameter Polycop pipe fixed to roof timbers of trusses in ceiling void	m	1		
	Extra over copper pipes for capillary type fittings				
99	15mm Fittings	No	1		
100	22mm Fittings	No	1		
101	28mm Fittings	No	1		
102	35mm Copper to iron adaptor	No	1		
103	35mm End cap	No	1		
104	35 x 15mm Reducer	No	1		
105	35 x 22mm Reducer	No	1		
106	35 x 28mm Reducer	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
107	35mm Bend	No	1		
108	35mm Tee	No	1		
109	42mm Copper to iron adaptor	No	1		
110	42mm End cap	No	1		
111	42 x 15mm Reducer	No	1		
112	42 x 22mm Reducer	No	1		
113	42 x 28mm Reducer	No	1		
114	42 x 35mm Reducer	No	1		
115	42mm Bend	No	1		
116	42mm Tee	No	1		
117	54mm Copper to iron adaptor	No	1		
118	54mm End cap	No	1		
119	54 x 15mm Reducer	No	1		
120	54 x 22mm Reducer	No	1		
121	54 x 28mm Reducer	No	1		
122	54 x 35mm Reducer	No	1		
123	54 x 42mm Reducer	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
124	54mm Bend	No	1		
125	54mm Tee	No	1		
126	67mm Copper to iron adaptor	No	1		
127	67mm End cap	No	1		
128	67 x 28mm Reducer	No	1		
129	67 x 35mm Reducer	No	1		
130	67 x 42mm Reducer	No	1		
131	67 x 54mm Reducer	No	1		
132	67mm Bend	No	1		
133	67mm Tee	No	1		
134	76mm Copper to iron adaptor	No	1		
135	76mm End cap	No	1		
136	76 x 35mm Reducer	No	1		
137	76 x 42mm Reducer	No	1		
138	76 x 54mm Reducer	No	1		
139	76 x 67mm Reducer	No	1		
140	76mm Bend	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit		Rate	Amount
141	76mm Tee	No	1		
142	108mm Copper to iron adaptor	No	1		
143	108mm End cap	No	1		
144	108 x 54mm Reducer	No	1		
145	108 x 67mm Reducer	No	1		
146	108 x 76mm Reducer	No	1		
147	108mm Bend	No	1		
148	108mm Tee	No	1		
	Extra over copper pipes for brass compression type fittings				
149	15mm Fittings	No	1		
150	22mm Fittings	No	1		
151	28mm Fittings	No	1		
152	35mm Copper to iron adaptor	No	1		
153	35mm Bush	No	1		
154	35mm Bend	No	1		
155	35mm Tee	No	1		
156	42mm Copper to iron adaptor	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
157	54mm Copper to iron adaptor	No	1		
158	67mm Copper to iron adaptor	No	1		
159	76mm Copper to iron adaptor	No	1		
160	108mm Copper to iron adaptor	No	1		
	Extra over galvanised mild steel pipes for fittings				
161	15mm Fittings	No	1		
162	20mm Fittings	No	1		
163	25mm Fittings	No	1		
164	32mm Barrel nipple	No	1		
165	32mm Plug	No	1		
166	32mm Bush	No	1		
167	32mm Bend	No	1		
168	32mm Tee	No	1		
169	40mm Barrel nipple	No	1		
170	40mm Plug	No	1		
171	40mm Bush	No	1		
172	40mm Bend	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
173	40mm Tee	No	1		
174	50mm Barrel nipple	No	1		
175	50mm Plug	No	1		
176	50mm Bush	No	1		
177	50mm Bend	No	1		
178	50mm Tee	No	1		
179	65mm Barrel nipple	No	1		
180	65mm Plug	No	1		
181	65mm Bush	No	1		
182	65mm Bend	No	1		
183	65mm Tee	No	1		
184	80mm Barrel nipple	No	1		
185	80mm Plug	No	1		
186	80mm Bush	No	1		
187	80mm Bend	No	1		
188	80mm Tee	No	1		
189	100mm Barrel nipple	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
190	100mm Plug	No	1		
191	100mm Bush	No	1		
192	100mm Bend	No	1		
193	100mm Tee	No	1		
	Extra over Polycop pipe for brass compression fittings				
194	15mm Fittings	No	1		
195	20mm Fittings	No	1		
196	28mm Fittings	No	1		
	Water piping fittings				
	Replace sundry galvanised mild steel fittings (excluding fittings replaced with length of pipe)				
197	20mm Barrel nipple	No	1		
198	25mm Barrel nipple	No	1		
199	40mm Barrel nipple	No	1		
200	50mm Barrel nipple	No	1		
201	80mm Barrel nipple	No	1		
202	100mm Barrel nipple	No	1		
203	25mm Plug	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
204	50mm Plug	No	1		
205	65mm Plug	No	1		
206	80mm Plug	No	1		
207	100mm Plug	No	1		
208	20mm Socket	No	1		
209	25mm Socket	No	1		
210	50mm Socket	No	1		
211	65mm Socket	No	1		
212	80mm Socket	No	1		
213	100mm Socket	No	1		
214	20mm Bend	No	1		
215	25mm Bend	No	1		
216	50mm Bend	No	1		
217	65mm Bend	No	1		
218	80mm Bend	No	1		
219	100mm Bend	No	1		
220	20mm Tee	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
221	25mm Tee or reducing tee	No	1		
222	50mm Tee or reducing tee	No	1		
223	65mm Tee or reducing tee	No	1		
224	80mm Tee or reducing tee	No	1		
225	100mm Tee or reducing tee	No	1		
	DRAIN AND SEWER PIPES				
	Replace galvanized mild steel waste pipe including cutting into existing piping, removing existing piping, new piping and all necessary clips, holderbats and accessories (fittings elsewhere)				
226	50mm Diameter pipe fixed to walls, ceiling, etc	m	1		
227	50mm Diameter pipe fixed to walls, ceiling, etc in confined spaces	m	1		
228	65mm Diameter pipe fixed to walls, ceiling, etc	m	1		
229	65mm Diameter pipe fixed to walls, ceiling, etc in confined spaces	m	1		
230	80mm Diameter pipe fixed to walls, ceiling, etc	m	1		
231	80mm Diameter pipe fixed to walls, ceiling, etc in confined spaces	m	1		
	Replace galvanized mild steel waste pipe with uPVC pipe including cutting into existing piping, removing existing piping, new piping and all necessary clips, holderbats and accessories (fittings elsewhere)				
232	50mm Diameter pipe with 50mm diameter uPVC pipe fixed to walls, ceilings, etc	m	1		
233	50mm Diameter pipe with 50mm diameter uPVC pipe fixed to walls, ceilings, etc. in confined spaces	m	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
234	80mm Diameter pipe with 75mm diameter uPVC pipe fixed to walls, ceilings, etc	m	1		
235	80mm diameter pipe with 75mm diameter uPVC pipe fixed to walls, ceilings, etc. in confined spaces	m	1		
	Replace uPVC waste pipe including cutting into existing, removing existing damaged piping and replace with new piping and all necessary clips, holderbats and accessories (fittings elsewhere)				
236	50mm Diameter pipe	m	1		
237	110mm Diameter pipe	m	1		
238	160mm Diameter pipe	m	1		
239	250mm Diameter pipe	m	1		
	Replace cast iron waste pipe including cutting into existing, removing existing piping, new piping and all necessary clips, holderbats and accessories (fittings elsewhere)				
240	100mm Diameter pipe fixed to walls, ceiling, etc.	m	1		
241	100mm Diameter pipe fixed to walls, ceiling, etc. in confined spaces	m	1		
	Replace cast iron pipe with uPVC pipe including cutting into existing piping, removing existing piping, new piping and all necessary clips, holderbats and accessories (fittings elsewhere)				
242	100mm Diameter pipe with 110mm diameter uPVC pipe fixed to walls, ceilings, etc	m	1		
243	100mm Diameter pipe with 110mm diameter uPVC pipe fixed to walls, ceilings, etc. in confined spaces	m	1		
	Extra over galvanized mild steel pipes for fittings				
244	50mm Adaptor	No	1		
245	50mm Bend	No	1		
246	50mm Access bend	No	1		

	Total carried to summary of Section 1				R
Item	Description	Unit	Quantity	Rate	Amount
247	50mm Junction	No	1		
248	50mm Access Junction	No	1		
249	65mm Adaptor	No	1		
250	65mm Bend	No	1		
251	65mm Access bend	No	1		
252	65mm Junction	No	1		
253	65mm Access Junction	No	1		
254	80mm Adaptor	No	1		
255	80mm Bend	No	1		
256	80mm Access bend	No	1		
257	80mm Junction	No	1		
258	80mm Access Junction	No	1		
	Extra over uPVC pipes for fittings				
259	50mm Adaptor	No	1		
260	50mm Bend	No	1		
261	50mm Access bend	No	1		
262	50mm Junction	No	1		
	Total carried to summary of Section 2				R

Item	Description	Unit	Quantity	Rate	Amount
263	50mm Access Junction	No	1		
264	50mm Two-way vent valve	No	1		
265	110mm uPVC to cast iron adaptor	No	1		
266	110mm Bend	No	1		
267	110mm Access bend	No	1		
268	110mm Junction	No	1		
269	110mm Reducing Junction	No	1		
270	110mm Access Junction	No	1		
271	110mm Access Reducing Junction	No	1		
272	110mm Two-way vent valve	No	1		
	Extra over cast pipes for fittings				
273	100mm Eccentric reducer	No	1		
274	100mm End cap	No	1		
275	100mm Bend	No	1		
276	100mm Access Bend	No	1		
277	100mm Junction	No	1		
278	100mm Access Junction	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
	Replace sundry drain and sewer pipe fittings inclusive of removal of existing fittings and installation of new fittings				
279	50mm uPVC two-way vent valve	No	1		
280	110mm uPVC two-way vent valve	No	1		
281	50mm IE Bend	No	1		
282	110mm IE Bend	No	1		
283	50mm IE Junction	No	1		
284	110mm IE Junction	No	1		
	PREPARATION WORK				
	Preparation work for access to and remedial work to finishes at completion of repairs				
285	Core drilling through not exceeding 250mm thick reinforced concrete slab for pipe exceeding 50mm and not exceeding 100mm diameter	No	1		
286	Core drilling through not exceeding 250mm thick reinforced concrete slab for pipe exceeding 100mm & not exceeding 150mm diameter	No	1		
287	Core drilling through exceeding 250mm and not exceeding 350mm thick reinforced concrete slab for pipe not exceeding 50mm diameter	No	1		
288	Core drilling through exceeding 250mm and not exceeding 350mm thick reinforced concrete slab for pipe exceeding 50mm and not exceeding 100mm diameter	No	1		
289	Core drilling through exceeding 250mm and not exceeding 350mm thick reinforced concrete slab for pipe exceeding 100mm and not exceeding 150mm diameter	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
290	Take up and remove vinyl asbestos tiles for access to pipes in floors and reinstate with new to match existing	m	1		
291	Take up and remove vinyl sheeting for access to pipes in floors and reinstate with new to match existing	m	1		
292	Hack up and remove ceramic or porcelain floor tiles for access to pipes in floors and reinstate with new to match existing	m	1		
293	Hack off and remove ceramic wall tiles for access to pipes in walls and reinstate with new to match existing	m	1		
294	Hack up and remove plaster screed and concrete for access to pipes in floors and reinstate with new to match existing	m	1		
295	Hack up and remove plaster for access to pipes in walls and reinstate with new to match existing	m	1		
296	Take up, store temporarily in a safe location and later reinstate small block mosaic timber block flooring	m	1		
297	Take up, store temporarily in a safe location and later reinstate large block mosaic timber block flooring	m	1		
	Replace floor and wall finishes				
298	2mm Thick vinyl asbestos tiles to floors in patches to match existing	m ²	1		
299	2.5mm Thick vinyl asbestos tiles to floors in patches to match existing	m ²	1		
300	2.5mm Thick vinyl sheeting to floors in patches to match existing	m ²	1		
301	Neat, welded joint between existing and new vinyl sheeting	m	1		
302	Cut out existing welded joint in vinyl sheeting, prepare and weld new joint in colours to match existing vinyl sheeting	m	1		
303	25mm Thick cement plaster screed in patches	m ²	1		
304	One coat cement plaster to concrete or brickwork on walls in patches	m ²	1		
305	Ceramic floor tiles to match existing in patches	m ²	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
306	Ceramic wall tiles to match existing in patches	m ²	1		
307	Prepare and apply one undercoat and two coats acrylic PVA paint to skim plastered ceilings to match existing	m ²	1		
308	Prepare and apply two coats acrylic PVA paint to existing painted plastered walls	m ²	1		
	Replace defective or burst underground water supply excavations deep including backfilling and compacting.				
309	Excavation not exceeding 1000mm deep	M ³			
310	Excavation exceeding 1000mm not exceeding 1500mm deep	M ³			
311	Excavation exceeding 1500mm not exceeding 2000mm deep	M ³			
	Replace broken, cracked or defective sewer pipe. with excavations deep including backfilling and compacting				
312	Excavation exceeding 600mm not exceeding 1000mm deep	M ³			
313	Excavation exceeding 1000mm not exceeding 2000mm deep	M ³			
314	Laying 25mm thick of pipe bedding	M ³			
	Repair paving to match existing where services have been exposed				
315	Tarmac	m ²			
316	Paving	m ²			
317	Concrete (75 to 270mm thick average)	m ²			
	REPLACING UNDERGROUND PIPING				
	WATER PIPING				
	Replace underground galvanised mild steel water pipe including cutting into existing piping, removing existing piping, new piping and all necessary accessories, etc (fittings elsewhere)				
318	15mm Diameter pipe	m	1		

319	20mm Diameter pipe	m	1		
320	25mm Diameter pipe	m	1		
321	32mm Diameter pipe	m	1		
322	40mm Diameter pipe	m	1		
323	50mm Diameter pipe	m	1		
324	65mm Diameter pipe	m	1		
325	80mm Diameter pipe	m	1		
326	100mm Diameter pipe	m	1		
327	150mm Diameter pipe	m	1		
Total carried to summary of Section 1					R
Item	Description	Unit	Quantity	Rate	Amount
	Replace underground galvanised mild steel water pipe with copper pipe including cutting into existing piping, removing existing piping, new piping and all necessary accessories, etc (fittings elsewhere)				
328	15mm Diameter pipe	m	1		
329	20mm Diameter pipe	m	1		
330	25mm Diameter pipe	m	1		
331	32mm Diameter pipe	m	1		
332	40mm Diameter pipe	m	1		
333	50mm Diameter pipe	m	1		

334	65mm Diameter pipe	m	1		
335	80mm Diameter pipe	m	1		
336	100mm Diameter pipe	m	1		
337	150mm Diameter pipe	m	1		
	Replace underground class C high pressure fibre cement water pipe including cutting into existing piping, removing existing damaged piping and fit new piping and all necessary accessories, etc (fittings elsewhere)				
338	100mm Diameter pipe	m	1		
339	150mm Diameter pipe	m	1		
Total carried to summary of Section 1					R
Item	Description	Unit	Quantity	Rate	Amount
	Replace underground class 6 high pressure 12 HDPE water pipe including cutting into existing piping, removing existing piping, new piping and all necessary accessories, etc (fittings elsewhere)				
340	15mm Diameter pipe	m	1		
341	22mm Diameter pipe	m	1		
342	28mm Diameter pipe	m	1		
343	32mm Diameter pipe	m	1		
344	40mm Diameter pipe	m	1		
345	50mm Diameter pipe	m	1		
346	75mm Diameter pipe	m	1		

347	100mm Diameter pipe	m	1		
348	150mm Diameter pipe	m	1		
	Repair burst galvanised mild steel pipes with Johnson quick coupler (or similar approved)				
349	15mm Diameter pipe	m	1		
350	20mm Diameter pipe	m	1		
351	25mm Diameter pipe	m	1		
352	32mm Diameter pipe	m	1		
353	40mm Diameter pipe	m	1		
354	50mm Diameter pipe	m	1		
355	65mm Diameter pipe	m	1		
356	80mm Diameter pipe	m	1		
357	100mm Diameter pipe	m	1		
358	150mm Diameter pipe	m	1		
	Repair cracked pipe with full circle clamp or short collar for Class C fibre cement water pipe				
359	75mm Diameter pipe	m	1		
360	100mm Diameter pipe	m	1		
					R
	Total carried to summary of Section 1				
Item	Description	Unit	1	Rate	Amount

361	150mm Diameter pipe	m	1		
362	300mm Diameter pipe	m	1		
	Extra over galvanised mild steel piping for fittings				
363	15mm Fittings	No	1		
364	20mm Fittings	No	1		
365	25mm Fittings	No	1		
366	32mm Barrel nipple	No	1		
367	32mm Plug	No	1		
368	32mm Bush	No	1		
369	32mm Bend	No	1		
370	32mm Tee	No	1		
371	40mm Barrel nipple	No	1		
372	40mm Plug	No	1		
373	40mm Bush	No	1		
374	40mm Bend	No	1		
375	40mm Tee	No	1		
376	50mm Barrel nipple	No	1		
	Total carried to summary of Section 1				
					R

Item	Description	Unit		Rate	Amount
377	50mm Plug	No	1		
378	50mm Bush	No	1		
379	50mm Bend	No	1		
380	50mm Tee	No	1		
381	65mm Barrel nipple	No	1		
382	65mm Plug	No	1		
383	65mm Bush	No	1		
384	65mm Bend	No	1		
385	65mm Tee	No	1		
386	80mm Barrel nipple	No	1		
387	80mm Plug	No	1		
388	80mm Bush	No	1		
389	80mm Bend	No	1		
390	80mm Tee	No	1		
391	100mm Barrel nipple	No	1		
392	100mm Plug	No	1		
393	100mm Bush	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
394	100mm Bend	No	1		
395	100mm Tee	No	1		
396	150mm Plug	No	1		
397	150mm Bush	No	1		
398	150mm Bend	No	1		
399	150mm Tee	No	1		
	Extra over class 6 and class 12 HDPE pipe for plasson compression fittings				
400	15mm Fittings	No	1		
401	22mm Fittings	No	1		
402	28mm Fittings	No	1		
403	32mm Bend	No	1		
404	32mm Reducer	No	1		
405	32mm Tee	No	1		
406	40mm Bend	No	1		
407	40mm Reducer	No	1		
408	40mm Tee	No	1		
409	50mm Bend	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
410	50mm Reducer	No	1		
411	50mm Tee	No	1		
412	65mm Bend	No	1		
413	65mm Reducer	No	1		
414	65mm Tee	No	1		
415	80mm Bend	No	1		
416	80mm Reducer	No	1		
417	80mm Tee	No	1		
418	100mm Bend	No	1		
419	100mm Reducer	No	1		
420	100mm Tee	No	1		
421	150mm Bend	No	1		
422	150mm Reducer	No	1		
423	150mm Tee	No	1		
424	300mm Bend	No	1		
425	300mm Reducer	No	1		
426	300mm Tee	No	1		
Total carried to summary of Section 1					R

Item	Description	Unit	Quantity	Rate	Amount
	Extra over fibre cement pipes for cast iron fittings				
427	100mm Triplex coupling	No	1		
428	100mm Bend	No	1		
429	100mm Tee	No	1		
430	100mm Reducer	No	1		
431	150mm Triplex coupling	No	1		
432	150mm Bend	No	1		
433	150mm Tee	No	1		
434	150mm Reducer	No	1		
	Sundries				
435	Unreinforced concrete 15MPa/19mm stone thrust blocks to high pressure underground water pipes	No	1		
	Replace underground water meter with metric reading 300mm above ground level including all pipework, fittings & stopcocks				
436	15mm Diameter	No	1		
437	50mm Diameter	No	1		
	Replace clay drainpipes including cutting into existing piping, remove damaged piping, and replace with new piping and all necessary accessories, etc (fittings elsewhere)				
438	100mm Diameter pipe	m	1		
439	150mm Diameter pipe	m	1		
	Total carried to summary of Section 1				

					R
Item	Description	Unit	Quantity	Rate	Amount
440	200mm Diameter pipe	m	1		
	Replace clay drainpipes with uPVC pipes including cutting into existing piping, removing damaged piping, and replacing with new piping and all necessary accessories, etc (fittings elsewhere)				
441	100mm Diameter pipe with 110mm diameter uPVC pipe	m	1		
442	150mm Diameter pipe with 160mm diameter uPVC pipe	m	1		
443	200mm Diameter pipe with 200mm diameter uPVC pipe	m	1		
	Extra over clay pipes for fittings				
444	100mm Bend	No	1		
445	100mm Access Bend	No	1		
446	100mm Junction	No	1		
447	100mm Access junction	No	1		
448	150mm Straight reducer	No	1		
449	150mm Bend	No	1		
450	150mm Access Bend	No	1		
451	150mm Junction	No	1		
452	150mm Access junction	No	1		
453	150mm Access reducing junction	No	1		
454	200mm Straight reducer	No	1		
455	200mm Bend	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
456	200mm Access Bend	No	1		
457	200mm Junction	No	1		
458	200mm Access junction	No	1		
459	200mm Access reducing junction	No	1		
	Extra over uPVC pipes for fittings				
460	110mm uPVC to clay adaptor	No	1		
461	110mm Straight reducer	No	1		
462	110mm Bend	No	1		
463	110mm Access Bend	No	1		
464	110mm Junction	No	1		
465	110mm Access junction	No	1		
466	160mm Access reducing junction	No	1		
467	160mm uPVC to clay adaptor	No	1		
468	160mm Straight reducer	No	1		
469	160mm Bend	No	1		
470	160mm Access Bend	No	1		
471	160mm Junction	No	1		
	Total carried to summary of Section1				R

Item	Description	Unit	Quantity	Rate	Amount
472	160mm Access junction	No	1		
473	160mm Access reducing junction	No	1		
474	200mm uPVC to clay adaptor	No	1		
475	200mm Straight reducer	No	1		
476	200mm Bend	No	1		
477	200mm Access Bend	No	1		
478	200mm Junction	No	1		
479	200mm Access junction	No	1		
480	200mm Access reducing junction	No	1		
	Replace sundry drain and sewer fittings inclusive of necessary excavation, cutting into existing pipes, removing existing fittings, new fittings, backfilling and making good				
481	100mm Gulley trap	No	1		
	Replace cast iron covers, frames, etc				
482	100mm Cleaning eye cover	No	1		
483	150mm Cleaning eye cover	No	1		
484	275 x 275mm Cover and frame	No	1		
485	450 x 600mm Single seal cover	No	1		
486	450 x 600mm Double seal cover	No	1		
	Total carried to summary of Section 1				R

Item	Description	Unit	Quantity	Rate	Amount
487	450 x 600mm Single seal frame	No	1		
488	450 x 600mm Double seal frame	No	1		
489	450 x 600mm Single seal cover and frame	No	1		
490	450 x 600mm Double seal cover and frame	No	1		
491	600 x 600mm Single seal cover	No	1		
492	600 x 600mm Double seal cover	No	1		
493	600 x 600mm Single seal frame	No	1		
494	600 x 600mm Double seal frame	No	1		
495	600 x 600mm Single seal cover and frame	No	1		
496	600 x 600mm Double seal cover and frame	No	1		
497	600 x 600mm Square dished grating	No	1		
498	600 x 600mm Square dished grating and frame	No	1		
	SANITARY FITTINGS				
	Total carried to summary of Section 1				R
Item	Description	Unit	Quantity	Rate	Amount
	Replace defective or burst underground water supply excavations deep including backfilling and compacting.				
499	Excavation not exceeding 1000mm deep	M ³			
500	Excavation exceeding 1000mm not exceeding 1500mm deep	M ³			
501	Laying 25mm thick of pipe bedding	M ³			

	Total carried to summary of Section 1				R
Item	Description	Unit	Quantity	Rate	Amount
502	15mm Brass gate valve	No	1		
503	20mm Brass gate valve	No	1		
504	25mm Brass gate valve	No	1		
505	32mm Brass gate valve	No	1		
506	40mm Brass gate valve	No	1		
507	50mm Brass gate valve	No	1		
508	65mm Brass gate valve	No	1		
509	80mm Cast iron gate/wheel valve	No	1		
510	100mm Cast iron gate/wheel valve	No	1		
	Total carried to summary of Section 1				R
Item	Description	Unit	Quantity	Rate	Amount
511	150mm Cast iron gate/wheel valve	No	1		
512	200mm Cast iron gate/wheel valve	No	1		

513	250mm Cast iron gate/wheel valve	No	1		
514	300mm Cast iron gate/wheel valve	No	1		
515	20mm vacuum breaker	No	1		
516	20mm Expansion relief valve 400kPa	No	1		
517	20mm Pressure reducing valve with pressure balanced seat, stainless steel strainer and integral non-return valve	No	1		
518	Spare kit for above pressure reducing valve	No	1		
519	Filter assembly ditto	No	1		
520	20mm Pressure reducing valve with pressure balance seat, 'easy-fit' cartridge, double mesh stainless steel strainer and integral non-return valve	No	1		
521	Cartridge for above pressure reducing valve	No	1		
522	22mm Pressure reducing valve with cartridge ,pressure balance seat, stainless steel strainer and integral non-return valve for connection to copper	No	1		
523	Cartridge for above pressure reducing valve(400kPa)	No	1		
524	80mm Right angle hydrant valve	No	1		
	Replace flushing valves, flushpipes, assemblies, washers, etc				
Total carried to summary of Section 1					R

Item	Description	Unit	Quantity	Rate	Amount
	SERVICING DRAINS AND SEWERS				
	Clean and clear existing pipes, etc and leave in perfect order				
525	Clear out blockage in sewer with a distance of exceeding 100m and not exceeding 150m between inspection chamber/rodding eyes	No	1		
526	Clean and clear bottle trap	No	1		
527	Clean and clear butyl rubber P or S-trap	No	1		
528	Clean and clear blocked wash hand basin, bath, shower or urinal	No	1		
529	Clean and clear blocked WC pan	No	1		
530	Clean and clear blocked grease trap and strainer	No	1		
531	Clean blocked gulley	No	1		
532	Clean blocked waste pipes	No	1		
533	Clear blocked 150mm diameter stormwater pipe	No	1		
534	Clear blocked 300mm diameter stormwater pipe	No	1		
535	Clear blocked 450mm diameter stormwater pipe	No	1		
536	Clear blocked 525mm diameter stormwater pipe	No	1		
537	Clear blocked 600mm diameter stormwater pipe	No	1		
538	Clear blocked 675mm diameter stormwater pipe	No	1		
539	Clear blocked 1050mm diameter stormwater pipe	No	1		
540	Clear out blockage in sewer system on houses	No	1		
541	Clear out blockage in sewer system other than houses	No	1		
542	Clear out blockage in sewer with a distance of not exceeding 50m between inspection chamber/rodding eyes	No	1		

543	and not exceeding 100m between inspection chamber/rodding eyes Clear out blockage in sewer with a distance of exceeding 50m	No	1		
544	Clear out blockage in sewer with a distance of exceeding 100m and not exceeding 150m between inspection chamber/rodding eyes	No	1		
Total carried to summary of Section 1					R
Item	Description	Unit	Quantity	Rate	Amount
545	Clear out blockage in sewer with a distance of exceeding 50m and not exceeding 100m between inspection chamber/rodding eyes	No	1		
546	Clear out blockage in sewer with a distance of exceeding 100m and not exceeding 150m between inspection chamber/rodding eyes	No	1		
547	Clear out blockage in sewer with a distance of exceeding 150m and not exceeding 200m between inspection chamber/rodding eyes	No	1		
548	Clear out blockage in sewer with a distance of exceeding 200m between inspection chamber/rodding eyes	No	1		
549	Clear out blockage in sewer stack in concealed high rise building	No	1		
550	Clear out blockage in sewer system on house with a high pressure cleaning system	No	1		
551	Clear out blockage in sewer system other than houses with a high pressure cleaning system	No	1		
552	Clear out blockage in sewer system with a distance of not exceeding 50m between inspection chamber/rodding eyes with a high pressure cleaning system	No	1		
553	Clear out blockage in sewer with a distance of exceeding 20m and not exceeding 40m between inspection chamber/rodding eyes with a high pressure cleaning system	No	1		
554	Clear out blockage in sewer with a distance of exceeding 40m and not exceeding 80m between inspection chamber/rodding eyes with a high pressure cleaning system	No	1		
555	Pump sewerage into tank lorry with a capacity of 5000 liters & transfer into another authorized drain	L	1000		

556	Pump water from lift shafts	No	1		
557	Clear blocked outlet to bottom of lift shaft	No	1		
Total carried to summary of Section 1					R
Item	Description	Unit	Quantity	Rate	Amount
558	Locate and identify blockage in sewer with camera in lengths not exceeding 50m between inspection chamber/rodding eyes	No	1		
	Supply and fit inspection eyes and manholes				
559	Supply and fit inspection eye	No	1		
560	Supply and fit rodding eye	No	1		
561	Supply and fit I.E junction	No	1		
	Supply and fit gully				
562	Supply and fit gully 110mm	No	1		
	Build manholes and drains				
563	Supply and build manhole complete	No	1		
564	Cut into the existing drains	m	1		
	Repairs to septic tanks and French drains				
565	Emptying of septic tank	l	1		
566	Pour dissolving bio-chemical into septic tank to dissolve sludge	l	1		
567	Unblock outlets to French drain	m	1		
568	Repair and cleaning of French drain	m	1		

SECTION 1

RATES SCHEDULE

SUMMARY

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SECTION 1 CONTINUED

RATES SCHEDULE

SUMMARY

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TOTAL FOR SECTION 1 CARRIED TO FINAL SUMMARY	R

SECTION 2

NON-SCHEDULED ITEMS

SECTION 2
NON-SCHEDULED RATES FOR LABOUR AND MATERIAL

ITEM	LABOUR	UNIT	QUANTITY	RATE	AMOUNT R c
	The rates for labour will be deemed to be an all-inclusive rate (i.e. inclusive of statutory minimum labour rates, bonuses, pension fund contributions, medical fund contributions, UIF etc) Normal working hours 1 Skilled artisan (Technician) Hour 1 2 Semi-skilled artisan Hour 1 3 General worker Hour 1 Overtime, Sunday and Public Holidays 4 Skilled artisan (Technician) Hour 1 5 Semi-skilled artisan Hour 1 6 General worker Hour 1 Non- scheduled materials The cost of non-scheduled materials shall be deemed to include for the cost of material after the deduction of any discount, and shall include for the cost of delivery to site 7 Add for percentage mark-up on non-scheduled materials that may be used (.....20..%) Item R				
	TOTAL FOR SECTION 2 CARRIED TO FINAL SUMMARY				R

SECTION 3

TRANSPORT SCHEDULE FOR NON-SCHEDULED WORK

SECTION 3

TRANSPORT SCHEDULE FOR NON-SCHEDULED WORK

ITEM	TRANSPORT COST	UNIT	QUANTITY	RATE	AMOUNT R c
	NOTE: All distances travelled will be measured from the General Post Office of the core town/Town Hall or Regional Office Where more than one service has to be executed on the same day in the same area, transport costs will be calculated on the actual distance travelled				
1	Transport cost of a vehicle with a loading capacity of 1 ton	km	500	R	R
2	Transport cost of a vehicle with a loading capacity of 2 ton	km	500	R	R
TOTAL FOR SECTION 3 CARRIED TO FINAL SUMMARY					R

NOTE:

ALL TENDERERS WILL BE DEEMED TO BE LOCALLY BASED CONTRACTORS, AS NO TRANSPORT WILL BE PAID FOR TRAVELLING FROM OUTSIDE OF A CORE TOWN

DEPARTMENT OF PUBLIC WORKS

RATES SCHEDULES FOR THE MAINTENANCE OF PLUMBING AND DRAINAGE IN STATE BUILDINGS FOR A PERIOD OF 24 MONTHS

FOR THE APPOINTMENT OF A REGISTERED MAINTENANCE FOR PLUMBING AND DRAINAGE CONTRACTOR IN THE NKANGALA DISTRICT MUNICIPALITY

FINAL SUMMARY

The total tender price for this service must be carried over to the Form of Offer and Acceptance

SECTION	AMOUNT
	R c
Section 1: Rates Schedules	
Section 2: Non-Scheduled Rates for Labour and Material	
Section 3: Transport Schedule for Non-Scheduled Work	
Sub Total	R
Plus: VAT @ 15%	R
TOTAL AMOUNT CARRIED TO FORM OF OFFER AND ACCEPTANCE	R

NOTE: The total reflected in this tender is an Illustrative Value

Date:

PG-02.3 (FM: PDM) PRICING INSTRUCTIONS

Project title:	MAINTENANCE OF PLUMBING AND DRAINAGE IN STATE BUILDINGS FOR A PERIOD OF 24 MONTHS		
Tender no:		Reference no:	

C2.1 Pricing Instructions

1. RATES SCHEDULES

The Rates Schedules form part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Facilities Management: Preventative and Day-to-Day Maintenance Conditions of Contract, the Standard Conditions of Tender, Specifications, Drawings and all other relevant documentation

The tenderer is required to study and fully acquaint himself with the contents of all relevant documentation, as no additional claims in this regard shall be entertained

Tenderers are to note that the quantities reflected in the Rates Schedules documents are merely illustrative and no warranty can be given as to the actual services and quantities of work that will ultimately be executed during the contract. No claims for any adjustments to rates shall be entertained due to any changes in quantities during the contract

2. VALUE ADDED TAX

The Illustrative Value must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the Rates Schedules must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary

3. FIXED PRICE CONTRACT

Tenderers are to take note that contract price adjustments are not applicable to this contract. Tenderers should therefore make provision in the rates for possible price increases during the contract period, as no claims in this regard shall be entertained.

4. RATES

- 4.1 All items listed in the tender document must be priced. Items reflected as "No cost", "R0.00", "Free", "N/A", or any unfair and unreasonable rates shall not be accepted and may lead to disqualification of the tender. The Department reserves the right to make adjustments to individual rates in these Rates Schedules as it deems necessary to eliminate errors, discrepancies and/or what it considers to be unreasonable or unbalanced rates
- 4.2 Provision is made for the pricing of Preliminaries as fully described and set out in Section 1
- 4.3 Scheduled rates tendered in Section 1 must be all-inclusive rates i.e. inclusive of all labour, material, transport and profit
- 4.4 Non- scheduled rates tendered for labour and material shall comply with all the requirements as fully described and set out in Section 2
- 4.5 Transport rates tendered for non-scheduled work shall comply with all the requirements as fully described and set out in Section 3. All tenders shall be deemed to be locally based Contractors. No transport costs will be paid for travelling from outside of the core town

5. EXECUTION OF PREVENTATIVE AND REPAIR WORK

A call will be logged at the Call Centre by the Department/Client Department, after which the Departmental Representative will instruct the Contractor to attend to the area that needs to be repaired or serviced.

The Contractor will be required to secure the area that needs to be repaired or serviced and to make it safe. After making the area safe, the Contractor must inform the Departmental Representative of the extent of damage and obtain approval before carrying out the work

If the type of repair work *is not scheduled* in the tender documentation, the Contractor will be required to submit a quotation to the Departmental Representative for approval. Only upon approval of the quotation by the Departmental Representative, may the Contractor carry out the required work

6. MATERIALS TO MATCH EXISTING

Any items that must be replaced by the Contractor during the execution of the services, must be replaced with materials of the same or similar quality, all to match existing

7. STANDARD SPECIFICATIONS

The document "Construction Works: Specifications: General Specifications (PW 371-A) Edition 2.0", shall be read in conjunction with the documentation and be referred to for the full description of work to be done and materials to be used

8. OCCUPATIONAL HEALTH AND SAFETY

The Contractor shall comply with all the requirements as set out in the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and Health and Safety Specification.

End