

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF 24 Months Term Contract for Pest Control in the Western Cape Region.

| | | | |
|--------------------------|---|-------------------------|------------|
| Project title: | 24 Months Term Contract For Pest Control in the Western Cape Region | | |
| Bid no: | CPTYT 19/22 | | |
| Advertising date: | 10/10/2022 | Closing date: | 04/11/2022 |
| Closing time: | 11:00 am | Validity period: | 60 days |

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

| | | |
|-----|-------------------------------------|--|
| 1. | <input checked="" type="checkbox"/> | Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink. |
| 2. | <input checked="" type="checkbox"/> | Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents. |
| 3. | <input type="checkbox"/> | Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017. |
| 4. | <input type="checkbox"/> | Compliance to Local Production and Content requirements as per PA36 and Annexure C |
| 5. | <input type="checkbox"/> | Registration on National Treasury's Central Supplier Database (CSD) |
| 6. | <input checked="" type="checkbox"/> | Compliance with Pre-qualification criteria for Preferential Procurement |
| 7. | <input checked="" type="checkbox"/> | Use of correction fluid is prohibited |
| 8. | <input checked="" type="checkbox"/> | Submission of fully Pricing Schedule .Total price to be transferred PA-32 (Invitation Bid) |
| 9. | <input checked="" type="checkbox"/> | Submission of fully completed DPW-09 . Particular tender's project. |
| 10. | <input checked="" type="checkbox"/> | Attendance of compulsory briefing session (DPW-16) |
| 11. | <input checked="" type="checkbox"/> | <p>SpTenderers to comply with the pre-qualification criteria on paragraph 11.3 (level 1 or 2) for Preferential Procurement as follows:</p> <p>a) A valid copy of the bidder's BBB-EE certificate OR</p> <p>b) A valid copy of the bidder's "Sworn Affidavit" attested by the commissioner of Oath as prescribed by the BBB-EE Codes of Good Practice.</p> <p>The Date of deponent and date of Commissioner of Oath must correspond or be the same; financial year end must be indicated, according to The Broad-Based Black Economic Empowerment Practice Guide 01 Of 2018, Determining The Validity of a Broad-Based Black Economic Empowerment Verification Certificate, B-BBEE Certificate and Sworn Affidavit paragraph 17(i)</p> <p>c) A valid copy of BBB-EE issued by the DTI will be accepted</p> <p>d) A valid copy of a BBB-EE Verification Certificate / a sworn affidavit and a BBB-EE Certificate issued by the Companies and Intellectual Property Commission (CIPC) will be accepted</p> <p>e) A trust, consortium or joint venture must submit a consolidated BBB-EE status Level Certificates together with the bids. Failure to submit the consolidated BBB-EE will lead to disqualification of the bid.</p> <p>NB: Failure to submit any of the above will result in disqualification of bids as this is a pre-qualification criteria.ecify other responsiveness criteria</p> |

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



Notice and Invitation to Bid: PA-04 (GS)

| | | |
|----|-------------------------------------|--|
| 1 | <input checked="" type="checkbox"/> | Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's . |
| 2 | <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| 3 | <input checked="" type="checkbox"/> | Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices. |
| 4 | <input checked="" type="checkbox"/> | Submission of (PA-29): Certificate of Independent Bid Determination. |
| 5 | <input checked="" type="checkbox"/> | Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement. |
| 6 | <input checked="" type="checkbox"/> | Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). |
| 7 | <input type="checkbox"/> | Submission of record of attending compulsory virtual bid clarification / site inspection meeting. |
| 8 | <input checked="" type="checkbox"/> | Submission of PA 16:Preference points claim form in terms of the Preferential Procurement Regulations 2017 |
| 9 | <input type="checkbox"/> | <i>Specify other responsiveness criteria</i> |
| 10 | <input type="checkbox"/> | <i>Specify other responsiveness criteria</i> |
| 11 | <input type="checkbox"/> | <i>Specify other responsiveness criteria</i> |
| 12 | <input type="checkbox"/> | <i>Specify other responsiveness criteria</i> |

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

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3 |
| <input type="checkbox"/> | An EME or QSE |
| <input type="checkbox"/> | A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE; |

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

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

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

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

| | |
|---|-----------|
| Minimum functionality score to qualify for further evaluation: | 50 |
|---|-----------|

| Functionality criteria: | Weighting factor: |
|--|--------------------------|
| <p>1. Experience</p> <p>Bidder to demonstrate adequate experience to have successfully managed projects for pest control services completed within the past 5 years (2017 - 2022) to the minimum equal or above R100 000.00 accumulatively. Only projects completed prior to the closing date will be considered.</p> <p>The bidder must attach appointment letter(s) or Purchase Order(s) from the Employer(s) with a clear project description, contract value and contract period. The proof that the bidder provide in this category must be aligned to the list of projects submitted on the DPW-09.</p> <p>Failure to provide information on the DPW-09 form or provide information regarding the bidder's experience will lead to no scoring of points in this criteria. The projects listed on the DPW-09 will be used to score the bidder on quality.</p> <p>Demonstrate managed 5 or more projects = 5 Points Demonstrate managed 4 projects = 4 Points Demonstrate managed 3 projects = 3 Points Demonstrate managed 2 projects = 2 Points Demonstrate managed 1 project = 1 Point</p> | 30% |
| <p>2. Quality</p> <p>References listed on the DPW-09 shall be used to obtain the quality of work. The alignment of criteria number 1 (experience) will be used for scoring of quality.</p> <p>The bidder must forward the quality performance form (QP-002) to their Employer to complete (the form must be signed and stamped) and attached to the tender document when submitting. No other format of quality performance is acceptable other than the quality form (QP-002).</p> <p>The bidder to submit a quality form for each project listed on the DPW-09. If the bidder submit more than one quality form with different ratings then the average will be used to score the bidder in this category. Failure to submit the quality forms will lead to no scoring of points.</p> <p>Scoring: Excellent = 5 Points Good = 4 Points Satisfactory = 3 Points Average = 2 Points Poor = 1 Point</p> | 20% |
| <p>3. Resources (Vehicles) to be used also for goods and services</p> <p>The bidder must provide one of the following as proof of vehicles:</p> <ol style="list-style-type: none"> 1). Copy of E-Natis print out of vehicles registration with the director's name or company name. 2). A letter of intent to lease or buy. The bidder will be given 7 calendar days to lease or buy the vehicle(s) if awarded the tender. 3). A lease agreement signed by both parties (the lessee and lessor). The lease agreement must be valid for the duration of the contract. <p>Scoring: 5 points – proof of ownership or lease agreement 3 points – letter of intent</p> | 25% |

| | |
|--|-------------------|
| <p>Human Resource Project Leader The project leader must be registered at the Pest Control Industries Professional council (PCIPC). Project leader must be a person who can demonstrate extensive experience and technical know-how in the Pest Control Industry.</p> <p>Such person may only be substitute by an equal or better qualified person, upon approval by the Department. He/ She will be scored on experience and registration.</p> <p>Registration (PCIPC) of the project leader to be attached to be attached to his / her CV (originally certified not older than three months).</p> <p>Experience of the project leader.</p> <p>5 or more years of supervisory experience plus registration= 5 Points 4 years of supervisory experience plus registration= 4 Points 3 years of supervisory experience plus registration= 3 Points 2 years of supervisory experience plus registration= 2 Points 1 year of supervisory experience plus registration = 1 Point</p> | 25% |
| | |
| | |
| | |
| Total | 100 Points |

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

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

- The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively
- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

COLLECTION OF BID 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 CUSTOMS HOUSE BUILDING. A non-refundable bid deposit of R 200.00 **amount** is payable, (Cash only) is required on collection of the bid documents.
- ☒ A **compulsory** pre bid meeting with representatives of the Department of Public Works will take place at Customs House on 19/10/2022 starting at 10:00 am. Venue Dome. (if applicable)

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

| | | | |
|----------------------------|------------------------------|----------------------|--------------|
| DPW Project Leader: | NONTEMBISO KILANI | Telephone no: | 021 402 2133 |
| Cell no: | 076 413 1824 | Fax no: | N/A |
| E-mail: | Nontembiso.Kilani@dpw.gov.za | | |

DEPOSIT / RETURN OF BID 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 bid document.

All tenders must be submitted on the official forms –

| | | |
|--|----|---|
| <p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 9027 Cape Town 8000</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM Tender office, 9th Floor</p> <p><i>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</i></p> | OR | <p>DEPOSITED IN THE TENDER BOX AT:</p> <p>Customs House Building</p> <p>Heerengracht St, foreshore cape Town</p> |
|--|----|---|

COMPILED BY:

| | | | |
|------------------------|---|------------------------|-------------|
| NONTEMBISO KILANI |  | CHIEF WORKS MANAGER | 07 OCT 2022 |
| Name of Project Leader | Signature | Capacity | Date |



DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

| | | | |
|----------------|---|---------------|--|
| Project title: | 24 MONTHS TERM CONTRACT FOR PEST CONTROL IN THE WESTERN CAPE REGION | | |
| Tender no: | CPTYT 19/22 | Reference no: | |
| Closing date: | 04/11/2022 | | |

This is to certify that I, _____ representing
_____ in the company of
_____ visited the site on: **19/10/2022**

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

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

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



PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

| | | | |
|------------------------|---|------------------------|-------------|
| Project title: | 24 MONTHS TERM CONTRACT FOR PEST CONTROL IN THE WESTERN CAPE REGION | | |
| Project Leader: | NONTEMBISO KILANI | Bid / Quote no: | CPTYT 19/22 |

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETUNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

[illegible]

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

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

YES / NO

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

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

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

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".

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

YES / NO

2.2.1 If so, furnish particulars:

.....
.....

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

YES / NO

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

This form has been aligned with SBD4

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

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

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

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

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

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

Effective date 20 September 2021

Page 2 of 2
Version: 1.3



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid/Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____



PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

Note:

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

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: CPTYT 19/22

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

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no:

2. DECLARATION:

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

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

Signed by the Tenderer

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

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

| | | | |
|------------------------|---|------------------|------------|
| Project title: | 24 MONTHS TERM CONTRACT FOR PEST CONTROL IN THE WESTERN CAPE REGION | | |
| Tender / quotation no: | CPTYT 19/22 | Closing date: | 04/11/2022 |
| Advertising date: | 10/10/2022 | Validity period: | 60 days |

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

1.1. Current projects

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

Tender no:

1.2. Completed projects

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

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



Bidder Quality Performance Evaluation

The Bidder to Demonstrate Competence and Experience in Delivering Key Projects Similar to
Maintenance/Service and Repairs to: **PEST CONTROL IN THE WESTERN CAPE REGION.**

Valuator Company Name:

Bidders Company Name:

Value of Project: R.....

Project Title:

Period:

Brief description of work done by bidder:

.....
.....

Will Require References as pose to the following questions:

| STATEMENT | POOR 1 | AVERAGE 2 | SATISFACTORY 3 | GOOD 4 | EXCELLENT 5 |
|---|-----------|--------------|-------------------|-----------|----------------|
| 1) ISO 9001 : 2015 and SHE legally compliant | | | | | |
| 2) Quality of company system: Procedures, Forms, Registers, Audit Checklists, Invoicing | | | | | |
| 3) Compliance with Industry standards to track equipment performance | | | | | |
| | | | | | |
| | | | | | |

Name of Valuator:

Position:

Contact Number:

Email address:

Signature of Valuator:

Date:

Company stamp:

NB: This form must be completed by Referee listed on DPW 09(EC).



| | | | |
|--|--|--|--|
| [A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE] | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW] |
| SIGNATURE OF BIDDER | | DATE | |
| CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.) | | | |

| | | | |
|--|--|--|------------------------------|
| TOTAL NUMBER OF ITEMS OFFERED | | TOTAL BID PRICE ('ALL APPLICABLE TAXES) | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | | TECHNICAL INFORMATION MAY BE DIRECTED TO: | |
| DEPARTMENT/ PUBLIC ENTITY | | CONTACT PERSON | NonTembiso Kilani |
| CONTACT PERSON | | TELEPHONE NUMBER | 021 402 2133 |
| TELEPHONE NUMBER | | FACSIMILE NUMBER | N/A |
| FACSIMILE NUMBER | | E-MAIL ADDRESS | NonTembiso.Kilani@dpa.gov.za |
| E-MAIL ADDRESS | | | |

PART B TERMS AND CONDITIONS FOR BIDDING

| |
|---|
| 1. BID SUBMISSION: |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE |
| 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. |
| 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. |
| 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT. |
| 2. TAX COMPLIANCE REQUIREMENTS |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. |
| 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. |



3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

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

¹ All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

POINTS

1.3.1.1 PRICE

80

1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION

20

Total points for Price and B-BBEE must not exceed

100

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

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

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

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

For Internal Use

Effective date 20 September 2021

Page 1 of 6
Version: 2021/01

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

2. DEFINITIONS

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

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

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

3. ADJUDICATION USING A POINT SYSTEM

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

4. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

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

For Internal Use

Effective date 20 September 2021

Page 3 of 6
Version: 1.4

Pmin = Comparative price of lowest acceptable bid

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

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

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

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

6. BID DECLARATION

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

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

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

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

8 SUB-CONTRACTING (relates to 5.5)

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

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?%

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

(iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

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

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

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

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

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

WITNESSES:

1.

2.

.....

SIGNATURE(S) OF BIDDER(S)

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

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

For Internal Use

Effective date 20 September 2021

Page 6 of 6
Version: 1.4

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

| | | | |
|----------------|--|---------------|--|
| Project title: | 24 MONTHS TERM CONTRACT FOR PEST CONTROL IN THE WESTERN CAPE REGION. | | |
| Bid no: | CPTYT 19/22 | Reference no: | |

INTRODUCTION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

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



REPUBLIC OF SOUTH AFRICA
MINISTER OF PUBLIC WORKS

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

24 MONTH TERM CONTRACT FOR PEST

CONTROL IN THE WESTERN CAPE

BID NO.:

OFFICE OF THE REGIONAL MANAGER
DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X9027
CAPE TOWN
8000



24 Month TERM CONTRACT: FOR PEST CONTROL IN THE WESTERN CAPE.

INDEX

| DESCRIPTION | PAGES |
|---|-------------|
| 1.0.0.0 <u>THE BID:</u> | 4 |
| 1.1.0.0 Bidding Procedures | 5-14 |
| 1.1.1.0 Notice and Invitation to Tender – PA 04 (GS) | |
| 2.0.0.0 <u>CONTRACT DATA:</u> | |
| 2.1.0.0 Returnable Schedules required for tender evaluation | |
| 2.1.2.0 Resolution of Board of Directors – PA-15.1 | (1 page) |
| 2.1.3.0 Resolution of Board of Directors to enter into Consortia or Joint Venture – PA-15.2 | (2 pages) |
| 2.1.4.0 Special Resolution of Consortia or Joint Ventures – PA-15.3 (Note: Either PA-15.1; PA-15.2; PA-15.3 as applicable to be completed by the Bidder) | (3 pages) |
| 2.1.5.0 Particulars of the Bidders Projects – DPW-09 (EC) | |
| (To be completed by Bidder) | |
| 2.1.6.0 Preference Certificate – PA-16 (To be completed by Bidder) | (5 pages) |
| 2.1.7.0 Declaration of interest – PA-11 (To be completed by Bidder) | (3 pages) |
| 2.1.8.0 Bid Evaluation Report A) | (Annexure |
| 2.1.9.0 Acknowledgement of Receipt of Health and Safety Specification (To be completed by Bidder) | (1 page) |



24 Month TERM CONTRACT: FOR PEST CONTROL IN THE WESTERN CAPE.

INDEX (CONTINUES)

| DESCRIPTION | PAGES |
|--|------------|
| 3.0.0.0 THE CONTRACT: | |
| 3.1.0.0 Agreement and Contract Data | |
| 3.1.3.0 Part A Invitation to Bid PA-32 | (2 pages) |
| 3.1.4.0 Conditions of Contract – PA-10(FM) | (18 pages) |
| 3.2.0.0 Pricing Data | |
| 3.2.1.0 Notes to Tenders | 5-14 |
| Schedules of Quantities | |
| 3.2.2.0 Schedule One | 15-16 |
| (To be completed by Bidder) | |
| 3.2.2.1 Schedule Two | 17 |
| (To be completed by Bidder) | |
| 3.2.2.2 Final Summary | 18-19 |
| (To be completed by Bidder) | |
| 4.0.0.0 Specification | 20 |
| Specification for Work to be done | 21-23 |
| 5.0.0.0 Occupational Health and Safety | 24 |
| Specification- Occupational Health and Safety | 25-39 |
| 6.0.0.0 Definition of Area as Applicable to this Contract | 40 |
| Area details | 41 |
| 7.0.0.0 Job cards | 42 |
| 7.1.0.0 Job Card: Schedule 1 (One) | 43 |
| 7.2.0.0 Job Card: Schedule 2 (Two) | 44 |



REPUBLIC OF SOUTH AFRICA

Department
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**24 MONTH TERM CONTRACT: FOR PEST CONTROL
IN THE WESTERN CAPE**

(1.0.0.0)

THE BID

NOTES TO BIDDERS

SCOPE OF WORK

1.0 SCOPE OF CONTRACT:

This contract is for the pest control to properties falling under the control of the Department and as listed in Schedules-1; & 2. Schedule-1 indicates the compulsory number of treatments (quarterly or otherwise indicated) to the applicable buildings, premises and/or complexes.

The treatment specified in Schedule-2 must only be executed upon instruction from the Department. The number of rat boxes indicated in Schedule-2 is provisional, therefore no guarantee of quantities required.

All Bids will be Evaluated and Scored, the Highest scoring Bidder will be successfully awarded the contested area of Western Cape.

The Department reserves the right to negotiate the price with the successful bidder. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

2.0 UNCERTAINTY ABOUT SCOPE:

Should the contractor be uncertain about the scope of work to be executed against any item included in the Schedules or under this contract, the National Department of Public Works and Infrastructure must immediately be requested in writing to clarify its instructions before the submission of a tender.

3.0 INSPECTION OF SITE:

Bidder shall visit the Site(s) before Bid and satisfy themselves as to the local conditions, the accessibility of the Site(s), the full extent and nature of the work to be done and the conditions affecting the execution of the Contract generally. Claims on the grounds of lack of knowledge in such respects or otherwise **will not be entertained**.

4.0 PRICES / UNIT RATES:

4.1 ADDITIONAL COSTS:

All prices quoted by the Bidder for items in this document must include for additional costs, if any that may occur as a result of these Notes to Bidders as well as for the supply of all equipment, normal plant and everything necessary for the proper performance of the work.

4.2 UNIT RATES:

All rates in the schedules shall be deemed to be inclusive for material, labour, plant, profit, compliance with Occupational Health and Safety Act, Construction Regulations and any other cost associated with the successful execution of the required work unless otherwise stated.

Term contract rates shall remain fixed for the duration of the Term contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT.

National Department of Public Works Regional Office Cape Town cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer of acceptance.

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

NOTE: TRANSPORT COSTS, INCLUDING WORKER'S AND DRIVER'S TRAVELLING TIME MUST BE INCLUDED IN ALL SCHEDULE RATES (SCHEDULES 1 AND 2). UNDER NO CIRCUMSTANCES WILL TRANSPORT OR TRAVELLING COSTS BE PAID WHERE THIS IS CLAIMED AS A SEPARATE ITEM ON ANY INVOICE RENDERED.

4.3 VALUE ADDED TAX (VAT):

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

4.4 PROVISIONAL QUANTITIES:

All quantities in this Bid document are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities during the progress of the contract without affecting unit rates.

5.0 CONTRACT PRICE ADJUSTMENTS / ESCULATION:

This is a fixed price contract and no price adjustment of whatever nature, except for reductions or increase in Value Added Tax (VAT) shall be applicable.

6.0 DOCUMENTATION:

6.1 COMPLETENESS OF DOCUMENTATION:

The pages of this Bid document are numbered consecutively. The Bidder shall, before submitting his tender, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or if this Bid contains any obvious errors, the Bidder shall obtain a directive in writing from the National Department of Public Works and Infrastructure. The text of this document and other documents as prepared by the National Department of Public Works and Infrastructure will be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be recognised.

6.2 DOCUMENTS:

The following documents must be read in conjunction with this Bid:

- i) Standard Specification for materials and methods to be used (OW 371 Fourth Revision of October 1993).
- ii) Municipal By-laws/regulations and any special requirements of the Local Authority.
- iii) Occupational Health and Safety Act No. 85 of 1993.
- iv) Conditions of Contract (PA-10 (FM)).
- v) Department of Agriculture Act 36 of 1947.

The Bidder shall study these documents to acquaint themselves with the contents as no claims in this regard will be entertained.

7.0 CONTRACT PERIOD:

This Bid shall be valid for a period of (24) months commencing from the date of the letter of acceptance. This Bid shall be valid for a period of (24) months commencing from the date of the letter of acceptance.

The terms and duration of the contract may be extended as a result of Bona Fide negotiations between the parties. No extensions of term or duration of the contract shall however be valid unless the terms and conditions of such extensions has been reduced to writing and signed by the authorised representatives of both parties

7.1 Special Conditions.

Bidder's attention is drawn to the fact that the services may also be required for a shorter duration than the specified term. Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) Days written notice to the contract, should it no longer require the services being rendered hereunder.

8.0 EXECUTION OF WORK:

An adequate and comprehensive service of a standard at all times acceptable to Department of Public Works and Infrastructure is to be provided, and although not limited to, shall comply with the requirements of SANS 1475, 0105 and any other applicable Code of Practice and/or Government Regulations, with latest amendments.

9.0 MANAGEMENT OF EXECUTION OF WORK:

The Contractor undertakes to:

- a) Provide the Department with a list of names of his representatives / agents who will be responsible for management of the execution of the work at the individual buildings / areas covered by this contract.
- b) Arrange with the occupants of buildings regarding access to the premises in order to execute the required service;
- c) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;
- d) Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees;

- e) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- f) Provide qualified artisan(s) to carry out work during normal working hours and emergency inspections/treatment during week-ends and public holidays when required.
- g) Make suitable arrangements regarding the signing of job cards with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and **no** invoice will be paid without the required signed documents.

10.0 ACCESS CARDS TO SECURITY AREAS:

Should the work be within a security area, the contractor shall obtain from the relevant user department access cards for his personnel and employees who work within such an area?

The contractor must comply with any regulations or instructions issued from time to time concerning the safety of persons and property by the Client Department.

11.0 SECURITY CHECKS ON PERSONNEL:

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

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

12.0 TRAINED STAFF:

The Contractor shall use competent trained staff registered as a Pest Control Officer or under supervision of a P.C.O. as defined in Act 36 Of 1947. The P.C.O. shall have a registration for "Structural Pest Control" or be in possession of a National Certificate in Pest Control. At least one (1) such qualified P.C.O. shall be present for the duration of the treatment in order to supervise the treatment in compliance with Act 36 of 1947.

The Department reserves the right to inspect the Bidders premises for chemicals, equipment, etc. and general good management before tenders are awarded.

NOTE: BIDDERS ARE TO SUPPLY CERTIFIED COPIES OF ALL ARTISANS QUALIFICATIONS / LICENSES OR CERTIFICATES RELEVANT TO THIS TENDER AS WELL AS CERTIFIED COPY OF ID DOCUMENTS. FAILURE TO DO SO WILL DISQUALIFY THE BID SUBMITTED.

13.0 EXECUTION OF PEST CONTROL SERVICES:

An adequate and comprehensive service of a standard at all times acceptable to Department of Public Works and Infrastructure is to be provided, and although not limited to, shall comply with any applicable Code of Practice and/or Government Regulations, with latest amendments.

In the event of failure of the Contractor to carry out work specified to the satisfaction of the Regional Manager, the latter reserves the right to make any other arrangement necessary to carry out the said specified work. The Contractor shall then be held liable to the Regional Manager for payment of any additional expenditure hereby incurred, as well as for payment of damages that the Regional Manager may have suffered as a direct - result of his default or neglect.

14.0 RESPONSE TIME:

The contractor to submit telephone/cell phone and email address where he/she could be contacted 24-hours/day.

Scheduled fumigation to be carried out within **seven days** of date as stated on previous job card.

Should this not be possible, it is the responsibility of the contractor to obtain an extension of time. This written request shall clearly state all of the reasons for the extension, as well as the actual extension required to complete the treatment. Permission for any extension shall be granted in writing.

An emergency must be attended to with minimum delay and in any event, within **2 days** of receipt of the call or within reasonable time as agreed to by the Departmental Representative.

If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.

15.0 PROTECTION:

Allow for the protection against dust or spray emissions of chemicals while using jet or spray hose and for any tarpaulins or screens that may be necessary to prevent any contamination or damages to surrounding areas or surfaces.

Any damages caused to items or buildings during treatment will be repaired at the contractor's expense and to the satisfaction of the Department.

16.0 CHEMICALS/INSECTICIDES AND RODENTICIDES:

All chemicals and/or insecticides used shall be in accordance with the requirements of any local Municipality, Health and Safety Act or any other State Act and the handling thereof shall be in accordance with said requirements

Insecticides may be selected from any group of chemicals with the exception of two groups namely, (i) Organo Phosphates (ii) Organo Chlorine, which have been excluded for health and safety reasons and is in accordance with international trends. Rodenticides shall be approved by the working group of the Endangered Wildlife Trust because of the reduced risk of secondary poisoning.

17.0 REDUNDANT MATERIAL, RUBBLE AND WASTE:

The Contractor shall, upon completion of the treatment, remove all redundant chemicals, materials, rubbish and waste from the site, ensuring that the building and premises are left in a clean and neat condition.

18.0 OFFICIAL ORDER FORM:

- a) An official order number for this contract will be issued to the contractor.
- b) Only officials of the Department may commission services to the contractors. For each Non-Scheduled service a complaint will be registered with a unique reference number. The Contractor will receive the complaint via facsimile facilities. It is however, expected of the contractor to respond to telephonic requests for services.
- c) No invoice will be processed for payments without the necessary reference number.

19.0 JOB CARDS:

Job Cards shall be completed in all respects for each and every pest control treatment/service undertaken.

The Contractor must provide his own supply of Job Cards in accordance with the example included herein.

The Job Card must be completed legibly in black ink after completion of each treatment / service and all unused lines shall be deleted.

Only the artisan/ technician who executed the repair work may sign the job card and submit to the User Department for signature.

In addition to the original completed Job Card submitted with the invoice/account, the contractor shall submit a copy of the fully completed Job Card to the Client/User Department for audit purposes and for the verification of the deletion of the unused lines.

Failure to comply with the above could delay payment.

In the event where the User department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the located block on the job card.

No job card will be accepted should the above not be completed.

No Photocopied Job Cards will be accepted under any circumstances.

Having the blank or incomplete Job Card signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract.

The Job Card must be signed by the User Department immediately after the work has been completed , not days /weeks/months thereafter.

NOTE: THE USE OF CORRECTION FLUID IS NOT ALLOWED ON ANY DOCUMENTATION.

20.0 ACCOUNTS:

Accounts for services rendered, must be accompanied by Job Cards for each separate building / complex or service.

The unit rates for items on the Job Card must be cross-referenced to the applicable rates for similar items in the Bid document by means of the page and item numbers e.g. 59/5.1 (page 59, item 5.1).

NOTE: ANY ERRORS IN THE COMPILATION OF THE JOB CARDS OR ACCOUNTS DISCOVERED AT A LATER STAGE, SHALL BE RECTIFIED AND ANY OVERPAYMENT RECOVERED BY THE DEPARTMENT.

22.0 PAYMENT:

Invoice from the Bidder:

Invoices must be submitted frequently on completion of services, but it is requested from the Bidders to submit invoices not later 7 days after completion of any job.

Should the late submitting of invoices frequently occur without valid reason, the Department will have the right to terminate the contract.

Bidders are also urge to submit all invoices within six (6) months after completion of this contract.

The following information is required on the layout of an invoice:

Invoice must be on company's letterhead

Invoice must be addresses to DPW

Invoice must be have invoice date and the invoice number.

If charge for Vat, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice.

The invoice must indicate the address where service was rendered.

ID/ CPT reference and order numbers must appear on invoice.

Full description of work been carried out.

The name and the surname of the respective Works Manager handling the specific service.

Service to equipment

Service can be cancelled at the Departments discretion

Service can only be executed on the receiving of a call centre complaint from the Regional Representative.

Service completed without call centre complaint will not be paid by the department.

The Department will not pay service requested by our Clients to the Contractor and attended by the contractor without DPW official.

TAKE NOTE: long outstanding invoicing for more than three years from the date of completion of the service ,will not be concurred for payment, the prescription act will be implied due to the contractor not submitting the invoice on time.

The irregular and non-complaint submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidders overall performance. Payments of invoices complying with all the requirements will be made within 30 days after official department receipt of correct invoices.

NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.

End of Notes for Bidders

SCHEDULE - 1 (ONE)

DESCRIPTION OF WORK: Treatment of Cockroaches annually requested on buildings and complexes (All DPW buildings as listed below.)

ALL THE UNIT RATES OF THIS SCHEDULE MUST BE COMPLETED BY THE BIDDER. "NO COST" OR UNPRICED ITEMS SHALL LEAD TO DISQUALIFICATION OF THE TENDER

In this schedule, treatment will be on the following:

1.1 Complete complex: Will mean all buildings, roads, etc. within the boundaries, fences or premises.

1.2 Entire buildings: will mean all rooms, offices, stores, ceilings, basements, lifts shafts, motor rooms and stairs. This treatment will allow for the use

of spray, gas, gel and powder on all offices equipment, electrical and electronic, appliances, filing cabinets, etc.

1.3 IN THIS SCHEDULE, THE WORK WILL ONLY BE CARRIED OUT ON REQUEST (CPT NO'S)

1.4 UNIT RATES INCLUDE MATERIAL, LABOUR AND TRANSPORT

| | BUILDING | PART OF BUILDING TO BE TREATED | NUMBER OF TREATMENTS REQUIRED on Request | RATE PER TREATMENT | TOTAL COST R c |
|--|---|---|---|-------------------------------|--|
| | Prestige Buildings Parliament building | National Assembly | 4 | | |
| | Prestige Buildings Parliament building | Old Assembly | 4 | | |
| | Prestige Buildings Parliament building | NCOP | 4 | | |
| | Prestige Buildings Parliament building | Marks Building | 4 | | |
| | Prestige Buildings Parliament building | 120 Plein Street | 4 | | |
| | Prestige Buildings Parliament building | 100 Plein Street | 4 | | |
| | Prestige Buildings Parliament building | 90 Plein Street | 4 | | |
| | Prestige Buildings Parliament building | Parliament Towers | 4 | | |
| | Prestige Buildings Parliament building | Stal Plein Parking | 4 | | |
| | Prestige Buildings Parliament building | Belvedere Building | 4 | | |
| | Prestige Buildings Parliament building | Good hope Building | 4 | | |
| | Prestige Buildings Parliament building | Africa House | 4 | | |
| | Prestige Buildings Parliament building | Tuynhus Building | 4 | | |
| | Prestige Buildings | Southern Suburb (40 houses) | 4 | | |
| | Prestige Buildings | Shoreham | 4 | | |
| | Prestige Buildings | Bordeaux Flat | 4 | | |
| | Prestige Buildings | Twin Tower Flat | 4 | | |
| | Cape Town: Customs House | Complete Building | 4 | | |
| | NDPWI | Robben Island | 4 | | |
| | | | | | Continue to the next page |

| | Products/ Chemicals | | Quantity | Unite Price | Total price per unit |
|--|---|--|------------|------------------|-------------------------|
| | Max –Force (Gel – Tube) | | 1 unit | | |
| | Goliath (Gel – Tube) | | 1 unit | | |
| | Nu – Pro (Aerosol – Fogger) | | 1 unit | | |
| | Altra Kill PCO Flushing Agent | | 1 unit | | |
| | Alphathrin (Dilution rate 40ml / 5Lt water) | | Per/ Litre | | |
| | Tempo SC (Dilution rate 40ml / 5Lt water) | | Per/ Litre | | |
| | Responsar EW (Dilution rate 40ml / 5Lt water) | | Per/ Litre | | |
| | | | | SUB TOTAL | R |

SCHEDULE – 2 (TWO)

DESCRIPTION OF WORK – TREATMENT OF RODENTS

ALL RATES IN THIS SCHEDULE MUST BE COMPLETED BY THE BIDDER. UNREALISTIC.
 “NO COST” OR UNPRICED ITEMS SHALL LEAD TO DISQUALIFICATION OF THE TENDER.

- ❖ The work in this schedule will only be for treatment of Rodents executed upon instruction by the Department of Public Works and Infrastructure.
- ❖ This work will not necessarily be done at the same time as treatment in Schedule -1, therefore the contractor must allow in his rate for labour, transport and other costs.
- ❖ The contractor must also allow in his rates (rodent control) for the removal of dead rats and mice from buildings and roof spaces.
- ❖ The (rat/mice) box as described in the schedule rates, must comply to the standards set out by the Local Authority, Health and Safety Act or any other State Act, Act 38/1947 and filled with rodent bait as specified.
- ❖ This treatment will be on all Gov. Buildings except Devolved police stations.
- ❖ Rates will be based on quantities used.
- ❖ UNIT RATES TO INCLUDE MATERIAL, LABOUR, TRANSPORT ETC.
- ❖ Once the Tamper Proof Stations have been installed they become the property of the Public Works and Infrastructure and cannot be removed
- ❖ Allow mark-up rate (on total amount).

| TYPE OF TREATMENT | | QUANTITY | RATE PER UNIT | | TOTAL | |
|-------------------|---|----------|---------------|---|-------|---|
| | | | R | C | R | C |
| 1. | Tamper Proof Station (Rodent Control) installed with Bait | 30 000 | | | | |
| 2. | Standard Box (Rodent Control) installed with bait | 25 000 | | | | |
| 3. | Intermediate Replenish of all stations and boxes with Bait and removal of dead rodents at each visit (4 x visits) | 20 000 | | | | |
| 4. | Final treatment removal of dead rodents and Standard Boxes at fifth treatment /visit | 20 000 | | | | |
| | Note that the final price will be based on quantities of station boxes required on site and must in conjunction to entries on the JOB CARDS signed by the Client Department confirming the treatment. | | | | | |
| | | | SUB TOTAL | | R | |

END OF SCHEDULE – 2 (TWO)

TOTAL CARRIED FORWARD TO SUMMARY PAGE:

SUMMARY

The total Bid price for this service must include all labour and material required for the proper execution of the work and shall be carried over to the DPW 07 Offer and Acceptance Form, which must be returned together with this document.

a. Amount for all work specified in Schedule -1 (One) R.....

b. Amount for all work specified in Schedule -2 (Two) R.....

Sub-Total (a) R.....

Add: Value-added Tax (VAT) R.....

Total Carried Forward to (PA-32) Invitation to Bid form R.....

1. Are you registered in terms of sections 23(1) of 23(3) of the value added tax act, 1991 (Act no. 89 of 1991)?

YES

☐

NO

☐

2. If so, state your VAT registration number. _____

TENDERER'S SIGNATURE:

ADDRESS:

.....

.....

DATE:

END OF PRICING DATA

COMPILED BY: N.KILANI



Public Works
& Infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

24 MONTH TERM CONTRACT: FOR PEST CONTROL IN THE WESTERN CAPE

(4.0.0.0)

Specification

- **Specification for Work to be done**

SPECIFICATION FOR WORK TO BE DONE

PEST CONTROL SERVICE:

The Contractor shall carry out all necessary inspections and treatments to bring under control any infestation by pests as listed under the various buildings/premises and to carry out further inspections and treatments as may be necessary to maintain control of the listed pests on the premises, for the full duration of the contract period.

ABBREVIATION / BRANDS OF INSECTICIDE RATES ONLY

| TYPE OF PEST | ABBREV | CONTRACTOR MUST STIPULATE THE BRAND OF INSECTICIDE | RATES / m ² |
|-----------------------------------|--------|---|------------------------|
| Ants | AN | | R |
| Border Beetle | BB | | R |
| Cockroaches (German and American) | CR | | R |
| Bedbugs | BB | | R |
| Lice | LC | | R |
| Fish moths | FM | | R |
| Fleas | FS | | R |
| Weevils /Stored Product Pests | SP | | R |
| Mites | MT | | R |

NOTE: RATE ONLY NOT TO BE CARRIED TO SUMMARY PAGE.

GUARANTEE:

The Bidder is to guarantee each treatment for the period indicated between treatments and agrees to carry out thereafter such further inspections and treatments as may be necessary to maintain control of these pests on the premises.

In the event of infestation by the specified pests at any time during the guarantee period, the Contractor will make, without charge to the Department, such additional inspections and treatments as may be necessary to re-establish control of the pests within forty eight (48) hours of receipt of the call/complaint.

ALL PESTICIDES USED ARE TO BE:

- (i) Registered in terms of Act 36 of 1947, and listed as required in the appropriate columns.
- (ii) Of non-staining properties.
- (iii) Applied strictly in accordance with the manufacturers instructions.
- (iv) May not be of the following chemical groups: (a) Organo Phosphates (b) Organo Chlorines
- (v) All rodenticides to be of a multiple feed classification and approved by the Poison Working Group of the Endangered Wildlife Trust and shall be placed in enclosed boxes as specified.

NOTE: BIDDER TO LIST AT LEAST 3(THREE) DIFFERENT TYPES OF PESTICIDES TO BE USED ON A ROTATION BASIS. THIS MUST BE USED IN ORDER OF LISTING AND ROTATED AGAIN AFTER THREE TREATMENTS.

TECHNICIANS:

- (i) All service technicians to be registered in terms of Act 36 of 1947, and must be in possession of the current year's registration certificate.
- (ii) All services technicians to be neatly dressed in clothing that clearly displays the company name/logo.
- (iii) The Bidder must submit the company's and the operator's (service technician's) registration numbers and any other required security information before service will be awarded. A certified copy of proof of registration to be submitted with returned tender documents. Renewal registration certificates must also be submitted after the current registration has expired.
- (iv) The Bidder must submit their registration number with the Workman's Compensation Commissioner.
- (v) Provide details of Public Liability Insurance inter alia:
Insurance Company:
Policy Number:
Limit per claim:

NOTIFICATION OF TREATMENT:

The Contractor shall ensure that they distribute written notification to inform the Client Department and the Department of Public Works and Infrastructure, of the date and approximate time on which treatment is to be carried out and arrange access timely.

Furthermore, where access has to be gained to lift motor rooms, timely arrangements must be made with the relevant Elevator Company in order to gain access to said lift motor rooms.

The Service in schedule 1 is to be executed after hours and weekends, unless otherwise agreed to by the Client Department and for the Department of Public Works and Infrastructure.

The Contractor must clearly specify in the notice to occupants of buildings he has to treat; any safety precautions during and after such treatment. Pro Forma copies of these notices are to be affixed to the tender document.

END OF WORK TO BE DONE



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**24 MONTH TERM CONTRACT: FOR PEST CONTROL
IN THE WESTERN CAPE**

(5.0.0.0)

Occupational Health and Safety

- **Occupational Health and Safety Specification**

**HEALTH AND SAFETY
SPECIFICATION
FOR
MAINTENANCE / SERVICE
CONTRACTS**

1

INTRODUCTION AND BACKGROUND:

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

2

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION:

- 2.1 Scope
- 2.2 Interpretation
 - 2.2.1 Application
 - 2.2.2 Definitions
- 2.3 General Administrative Requirements
 - 2.3.1 Compensation of Occupational injuries and Diseases Act (COIDA) Act 130 of 1993
 - 2.3.2 Health and Safety file
 - 2.3.3 Initial hazard identification and Risk assessment
 - 2.3.4 Health and safety training
 - 2.3.5 General record keeping
 - 2.3.6 Emergency procedures
 - 2.3.7 First Aid box and first Aid equipment
 - 2.3.8 Accident / incident reporting and investigation
 - 2.3.9 Personal protection equipment and clothing
 - 2.3.10 Non-conformance and failure to follow health and Safety measures
 - 2.3.11 Contractors
- 2.4 Requirements
 - 2.4.1 Hazardous chemical substances (HCS)
 - 2.4.2 Fire Extinguishers and Fire fighting equipment
 - 2.4.3 Scaffolding / working on heights

2.4.4 Ladders and ladder work

2.4.5 Portable electrical tools

2.4.6 Asbestos work

2.5 Electrical Installations

2.6 Sub Stations

2.7 Occupational health

2.7.1 Occupational hygiene

2.7.2 Alcohol and other drugs

3 ANNEXURE - A

Task completion form

4 ANNEXURE - B

Other requirements must be reported to DPW

5 ANNEXURE - C

Requirements to be reported on

6 ANNEXURE - D

Initial hazard identification and risk assessment as well as control measur

1 INTRODUCTION AND BACKGROUND:

1.1 Background to the Health and Safety Specification

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

1.2 Purpose of the Health and Safety Specification

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

1.3 Implementation of the Health and Safety Specification

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

2 HEALTH AND SAFETY SPECIFICATION:

2.1 Scope

The specification covers the requirements for eliminating incidents and injuries as far as reasonably possible for Cape Town: Year Tenders service contracts.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2 INTERPRETATIONS:

2.2.1 Application

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

2.2.2 Definitions

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

2.3 GENERAL ADMINISTRATIVE REQUIREMENTS:

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

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

2.3.2 Health and Safety File

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

2.3.3 Initial Hazard Identification and Risk Assessment

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

2.3.4 Health and Safety Training

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

2.3.5 General Record Keeping

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

2.3.6 Emergency Procedures

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

2.3.7 First Aid Box and First Aid Equipment

A fully stocked first aid box must be available on each of the maintenance vehicles whenever work is being carried out. The stock shall be risk-specific and have at least the minimum contents as per the legal requirements (General Safety Regulations, OHS Act 85 /1993).

2.3.8 Accident / Incident Reporting and Investigation

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

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

2.3.9 Personal Protective Equipment (PPE) and Clothing

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

2.3.10 Non-conformance and failure to follow Health and Safety measures

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

2.3.11 Contractors (sub-contractors)

The Principal Contractor shall ensure the all Contractors under its control comply with this Specification document, the OHS Act 85 /1993, Construction Regulations and all other relevant legislation that may relate to the activities directly or indirectly. The Contractor, when appointing other Contractors as "sub-contractors", shall mutatis mutandis ensure compliance. Contractors are Employers in their own right and must comply with all requirements including

but not limited to preparing a site-specific health and safety plan, opening and maintaining a health and safety file, training their workers, appointing competent supervisors, etc.

2.4 REQUIREMENTS:

2.4.1 Hazardous Chemical Substances (HCS)

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

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

2.4.2 Fire Extinguishers and Fire Fighting Equipment

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

2.4.3 Scaffolding / Working at Heights including roof Work

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

2.4.4 Ladders and Ladder Work

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

2.4.5 Portable Electrical Tools

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

2.4.6 Asbestos Work

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

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

The provision of safe access while working on roofs i.e. Duck boards and roof ladders;

The provision of suitable PPE and respiratory equipment for all asbestos workers who could be exposed to fibres.

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

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

The prevention of dry brushing of asbestos products;

The safe disposal of asbestos waste including contaminated water.

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

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

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

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

2.5 ELECTRICAL INSTALLATIONS:

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

2.6 SUB – STATIONS:

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

2.7 OCCUPATIONAL HEALTH:

2.7.1 Occupational Hygiene

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

2.7.2 Alcohol and other Drugs

No alcohol and other drugs will be allowed on site unless under controlled conditions under the supervision of the Principal Contractor's Responsible Person. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription drugs must inform his/her superior, who shall in return report this to the Principal Contractor forthwith. Any person suffering from any illness / condition that may have a negative effect on his/her safety performance must report this to his/her -

superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. Full disciplinary procedures must be followed.

36 MONTH TERM CONTRACT: FOR PEST CONTROL

ANNEXURE - A

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

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

24 MONTH TERM CONTRACT: FOR PEST CONTROL

ANNEXURE - B

The Principal Contractor shall make the following appointments according to the Health and Safety Specification: (further appointments could become necessary as the project progresses)

Contractors shall make the relevant appointments as per their operations. The Client reserves the right to insist on any health and safety related appointments as determined by its risk assessments.

| Appointment | OHSA Reference | Requirement |
|--------------------|-----------------------|---|
| CEO Assignee | Section 16 (2) | A competent person to assume the overall H&S responsibility-Principal Contractor's Responsible Person |
| Supervisor | CR 6.1 | A competent person to supervise and be responsible for Health and Safety related issues on site |
| First Aid Person | GSR 3 | A qualified person to address all on site first aid cases |

24 MONTH TERM CONTRACT: FOR PEST CONTROL

ANNEXURE - C

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

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

24 MONTH TERM CONTRACT: FOR PEST CONTROL

ANNEXURE - C (Continues)

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

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

24 MONTH TERM CONTRACT: FOR PEST CONTROL

ANNEXURE - D

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

| HAZARD ID | RISK RATING | PPE | DOCUMENTATION | OTHER |
|------------------------|----------------|-----------------------------|---|--|
| 1. Site access ways | M | Safe footwear; hard hats | Comply with client's access/ security/evacuation procedures | Safe clear access routes |
| 2. Heat stress | M | | First aid and medical treatment to be recorded | Potable water to be provided to workers |

Ensures that the critical tasks and subsequent critical hazards are not missed.



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

24 MONTH TERM CONTRACT: FOR PEST CONTROL IN THE WESTERN CAPE

(6.0.0.0)

Definition of Area as Applicable to this Contract

➤ Area Details

DETAILS OF AREA

Western Cape Region Areas to be Serviced

Definition of Core Areas Applicable to this Contract and the bidder must have offices in each district listed below.

CAPE TOWN METROPOLE DISTRICT

BORDERED BY AND INCLUDING:

Cape Town Central; Core town

Cape Town Central; Moulle Point; Sea Point; Camps Bay; Scarborough; Kommetjie; Simons Town; Fish Hoek; St James; Muizenburg; Retreat; Zeekoevlei; Mitchell Plain; Wynberg; Wetton; Athlone; Mowbray; Hanover Park; Paarden Island; Salt River; Woodstock; Ndebeni; Hout Bay

Bellville; Millerton; Maitland; Tabelview; Melkbos Strand; Durbanville; Bothasig; Welgelegen; Stikland; Eerst River; Faure; Parow; Goodwood; Elsie's River; Borchards Quarry; Langa; Pinelands; Khayelitsha; Kuils River; Mucasar

WEST COAST DISTRICT

BORDERED BY AND INCLUDING:

Vredenburg; Core town

Vredenburg; Saldanha Bay; Veldrif; Langebaan; Langebaan Road; Yzerfontein; Donker Gat Defence; **Outside the main core area:**

Laaiplek; Vredendal; Van Rhynsdorp; Lamberts bay; Clan William; Citrusdal; Elands Bay Hopefield; Pieketberg Lutz Ville; Klawer; Aurora; Atlantis; Mamre; Porterville

CAPE WINELANDS DISTRICT

BORDERED BY AND INCLUDING:

Paarl; Core town

Paarl; Wellington; Hermon; Riebeek Wes; Riebeek Kasteel; Malmesbury; Stellenbosch; Somerset West; Gordon's Bay; Strand; Drakenstein areas; Paardeberg:

BORDERED BY AND INCLUDING:

Worcester; Core town

WORCESTER; Montagu; Bonnievale; Robertson; De Doorns; Ceres; Wolseley; Ashton; Rawsonville; **Outside the main core area:**

Touwsrivier; Tulbagh

OVERBERG DISTRICT

BORDERED BY AND INCLUDING:

Caledon; Core town

Caledon; Grabouw; Riversonderend; Swellendam; Buffeljagsriver; Bredasdorp; Hermanus Barrydale; Kleinmond; Gansbaai; Stanford; Napier; Genadendal; Greyton; Villiersdorp; Heidelberg; Botriver

CENTRAL KAROO DISTRICT

BORDERED BY AND INCLUDING & KLEIN KAROO: **Prins Albert; Core town**

Outside the main core area:

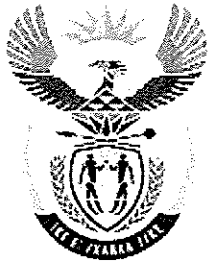
Beaufort West; Murraysburg; Laingsburg; Merweville; Leeu Gamka;

EDEN DISTRICT

BORDERED BY AND INCLUDING SOUTHERN CAPE

Oudtshoorn; Core town

Ladismith; Calitzdorp; Dysseldorp; De Rust; Dysseldorp; George; Mosselbay; Sedgefield; Knysna; Plettenberg Bay; Stilbaai; Albertinia; van Wyksdorp; Riversdale; Uniondale; Herbertsdale;



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**24 MONTH TERM CONTRACT: FOR PEST CONTROL
IN THE WESTERN CAPE**

(7.0.0.0)

Job Cards

- **Job Card: Schedule - 1**
- **Job Card: Schedule - 2**

JOB CARD: SCHEDULE-1 (ONE)

COMPLAINT No. _____ Bid No. _____ ORDER No. _____

BUILDING _____ DEPARTMENT _____

COMPLAINT _____

REPORTED BY _____ TEL. No. _____ DATE _____

NAME _____

CONTRACTOR _____ AREA _____ TIME OF TREATMENT _____

WORK EXECUTED

[N.B: Unused lines must be cancelled before certifying]

| AREAS TO BE TREATED | TREATMENT No. | PAGE & SCHEDULE No. | TOTAL | |
|---------------------|---------------|---------------------|-------|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| SUB TOTAL | | | | |
| 14% VAT | | | | |
| TOTAL | | | | |

RECOMMENDATION FOR HOUSEKEEPING AND STACKING

TO BE COMPLETED BY THE SERVICEMAN

NAME: _____ I.D. No. _____ REGISTRATION No.: _____

COMPLETION DATE: _____ TIME COMPLETED: _____

PESTICIDES USED AND REGISTRATION NO. UNDER ACT 36/1947

SIGNATURE: _____

| | PESTICIDES USED | TYPE | REG. No. | CONCENTRATED STRENGTH | DILUTION RATE | QUANTITY USED |
|---|-----------------|------|----------|-----------------------|---------------|---------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |

THIS SECTION TO BE COMPLETED BY THE COMPLAINANT/DESIGNATED OFFICER OF THE USER DEPARTMENT ONLY WHEN THE ABOVE-MENTIONED SERVICE HAS BEEN COMPLETED.

CERTIFY THAT I PERSONALLY CHECKED AND AM SATISFIED THAT THE WORK HAS BEEN EXECUTED SATISFACTORILY.

NAME: _____ TEL. No. _____ DATE: _____

DESIGNATION: _____ SIGNATURE: _____

NOTE: RETAIN COPY FOR AUDIT PURPOSES.

FOR DEPARTMENTAL USE ONLY

OFFICE STAMP
&
DATE

| STATE | HIRED | INSPECTED | YES | NO | SIGNATURE: _____ | RANK: _____ | DATE: _____ |
|-------|-------|-----------|-----|----|------------------|-------------|-------------|
| | | | | | | | |

JOB CARD: SCHEDULE – 2 (TWO)

COMPLAINT No. _____ BidNo. _____ ORDER No. _____

BUILDING _____ DEPARTMENT _____

COMPLAINT _____

REPORTED BY _____ TEL. No. _____ DATE _____

NAME _____

CONTRACTOR _____ AREA _____

| DESCRIPTION | NUMBER OF TAMPERPROOF BOXES USED | NUMBER OF STANDARD BOXES USED |
|---|----------------------------------|-------------------------------|
| 1ST VISIT: INSTALL THE NECESSARY BOXES, FILLED WITH 250-300g BAIT (Specify type of bait used) | | |
| REMARKS: | | |
| | | |
| | | |
| | | |
| I CERTIFY THAT THE WORK HAS BEEN EXECUTED: NAME: _____ SIGNATURE: _____ | | |
| 2ND VISIT: REPLENISH BAIT BOXES AND REMOVE DEAD RATS/MICE. (Specify type of bait used) | | |
| REMARKS: | | |
| | | |
| | | |
| | | |
| I CERTIFY THAT THE WORK HAS BEEN EXECUTED: NAME: _____ SIGNATURE: _____ | | |
| 3RD VISIT: REPLENISH BAIT BOXES AND REMOVE DEAD RATS/MICE. (Specify type of bait used) | | |
| REMARKS: | | |
| | | |
| | | |
| | | |
| I CERTIFY THAT THE WORK HAS BEEN EXECUTED: NAME: _____ SIGNATURE: _____ | | |
| 4TH VISIT: REPLENISH BAIT BOXES AND REMOVE DEAD RATS/MICE. (Specify type of bait used) | | |
| REMARKS: | | |
| | | |
| | | |
| | | |
| I CERTIFY THAT THE WORK HAS BEEN EXECUTED: NAME: _____ SIGNATURE: _____ | | |
| 5TH VISIT: REMOVE ALL BAIT BOXES AND DEAD RATS/MICE FROM SITE. | | |
| REMARKS: | | |
| | | |
| | | |
| | | |

THIS SECTION TO BE COMPLETED BY THE COMPLAINANT/DESIGNATED OFFICER OF THE USER DEPARTMENT ONLY WHEN THE ABOVE-MENTIONED SERVICE HAS BEEN COMPLETED.

I CERTIFY THAT I PERSONALLY CHECKED AND AM SATISFIED THAT THE WORK HAS BEEN EXECUTED SATISFACTORILY.

NAME: _____ TEL. No. _____ DATE: _____

DESIGNATION: _____ SIGNATURE: _____

NB: RETAIN COPY FOR AUDIT PURPOSES.FOR DEPARTMENTAL USE ONLY

OFFICE STAMP
&
DATE

| | | | | | | | |
|-------|-------|-----------|-----|----|------------------|-------------|-------------|
| STATE | HIRED | INSPECTED | YES | NO | SIGNATURE: _____ | RANK: _____ | DATE: _____ |
|-------|-------|-----------|-----|----|------------------|-------------|-------------|



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

SPECIAL CONDITIONS OF CONTRACT

1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

- 1.1 This Contract shall be valid for a period of twenty four (24) months commencing from the date of the letter of acceptance (DPW07EC) of this Bid and **may be** extended for a further period not exceeding twelve (12) months, on the same conditions contained herein. If NO written extension is given the contract will conclude.
- 1.2 This is a fixed scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.
- 1.3 Should the Contract be renewed for a further period of 12 months the same conditions contained herein shall apply.
- 1.4 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

2. THE BID DOCUMENT

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

3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT

- 3.1 In the event of any dispute arising regarding this contract, the matter shall be referred by the Department of Public Works to the State Tender Board, whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.
- 3.2 Unit: The unit of measurement for each item.

- 3.3 Quantity: The provisional number of items.
 - 3.4 Rate: The agreed unit rate per item.
 - 3.5 Amount: The product of the quantity and the agreed rate for an item.
 - 3.6 Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.
-
- 3.6 Call- out (assessment): First visit to site after receiving a complaint and will include labour and all related cost assessing the job.
 - 3.7 Client Department: All other State Departments, i.e. South Africa Police Service, Correctional and Justice Department, South Africa Defence and Others, hereafter referred to as "User Department"

4. DOCUMENTS

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

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

- 4.1 Occupational Health Safety Act: Act No. 85 of 1993.
- 4.2 Conditions of Tender: Form PA 10 FM.
- 4.3 Tenderers Additional Particulars.

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

1. PROVISIONAL QUANTITIES

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

2. SCOPE OF CONTRACT

- 2.1 This contract is for the Pest Control as mentioned on properties, namely Correctional Services and Police Bases, Prestige, State Own Buildings, State Own Housing, etc. as well as certain hired buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.
- 2.2 The Department of Public Works and Infrastructure reserves the right to enter into new contracts for major Repairs and Renovations, Capital Works or any

other maintenance or repair works in any complex or building covered in the area of this contract. The work included in such new contracts will automatically be excluded from the contract.

- 2.3 The Department intends appointing one successful Service Provider for this contract.
- 2.4 All Bids will be Evaluated, Scored, the Highest scoring Bidder will be awarded.
- 2.5 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.

3. **VALUE ADDED TAX**

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

4. **UNIT RATE**

All rates in the schedules shall be deemed to be inclusive for material, labour, plant, profit, compliance with Occupational Health and Safety Act, Construction Regulations and any other cost associated with the successful execution of the required work unless otherwise stated.

Term contract rates shall remain fixed for the duration of the Term contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT.

National Department of Public Works Regional Office Cape Town cannot be held accountable should the total pay-out at the end of the term contract be less than the form of offer of acceptance.

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

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

5. ACCESS TO PREMISES

The Bidder undertakes to:

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

6. ACCESS CARDS TO SECURITY AREAS

- 6.1 Should the work fall within a security area, the Bidder shall obtain, either from the South Africa National Defence Force, South Africa Police or User Department, access cards for his personnel and employees who work within such an area.
- 6.2 **The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the South Africa National Defence Force, South Africa Correctional Service, South Africa Police Service, Prestige or Ministerial complexes. Only South Africa Identity Document will be accepted on site.**

7. SECURITY CHECK ON PERSONNEL

- 7.1 The Department or the Chief of the South Africa National Defence Force, or the Commissioner of the South Africa Police Service may require the Bidder to have his personnel or a certain number of them security classified.
- 7.2 In the event of either the Department, the Chief of South Africa National Defence Force or the Commissioner of the South Africa Police Service requesting the removal of a person or persons from the site for security reasons, the Bidder shall do so forthwith and the Bidder shall thereafter

ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

8. TRAINED STAFF

8.1 The Bidder shall use competent trained Staff/ Operators directly employed and supervised by himself and the staff to be in position of a valid South Africa ID

8.2 Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary. The Bidder's premises will be inspected for plant, equipment and general good management before contracts are awarded.

9. DRESS CODE

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

9.1 Workers must have a COMPANY WORK SUIT with the company logo on it.

9.2 Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.

9.3 The dress code must adhere to the OHSA in terms of protection for all workers for this Particular service.

9.4 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

10. REDUNDANT MATERIAL, RUBBISH AND WASTE

10.1 All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition.

11. FRAUDULENT CONDUCT

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

12. **MANAGEMENT AND EXECUTION OF WORK**

The Bidder undertakes to: (the Successful Bidder)

- 12.1 Provide the Department with a list of names of his representatives / agents who will be responsible for the management and execution of the work at the individual buildings / areas covered by this contract. Seven (7) days after letter of acceptance date, failing to do so will be in Breach of the contract and may lead to termination of this contract.
- 12.2 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.
- 12.3 Take adequate precautions to prevent damage to buildings, to fittings and fencing around the premises and elsewhere on site;
- 12.4 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 12.5 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- 12.6 Perform emergency work, servicing work during normal working hours and overtime will only be approved as permitted by the Department Representative.
- 12.7 Make suitable arrangements regarding the signing of job cards / Ebis forms with the respective client/user departments. It must be noted that no extra time will be allowed or paid for this exercise and NO invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.
- 12.8 This contract allows the Bidder to sub- contract.

13. **OFFICIAL INSTRUCTION FOR PEST CONTROL**

- 13.1 An official instruction for each SCHEDULED SERVICE shall be issued to the Bidder. The Bidder may not accept any instruction from the User Department and/or its employer, or enter into any negotiations with the User Department in regard to any work to be done.
- 13.2 Instructions for SCHEDULED PEST CONTROL may only be issued to Bidders by officials of this Department. For each complaint number issued for that instructed Job, details regarding the complaint shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.

- 13.3 No payments shall be made for work executed without the necessary written authority.
- 13.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.

14. **JOB CARDS ("M" FORMS) FOR REPAIRS**

- 14.1 A work programme of schedule times to be submitted by the successful Bidder for areas that will be highlighted and listed in Schedule Two. A list of Client Department institutions will be given showing the estimated volumes of effluent that will have to be vacuumed and disposed on a regular bases
- 14.2 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.
- 14.3 The Job Card must be completed legibly in Black ink after completion of each service.
- 14.4 Only the artisan/ driver who executed the request work may sign the job card and submit it to the User Department for signature.
- 14.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Cards to the User Department for audit purposes and retain a third copy for his own records.
- 14.6 In the event where the User Department do not have an official date stamp, the onus is on the Contractor to see that the client sign and date in the allocated block on the job card.
(No job card will be accepted should the above not be completed)
- 14.7 No Photo copied or E-Mailed copy Job Cards will be accepted under any circumstances with invoicing.
- 14.8 Having blank or incomplete Job cards signed by the client departments before or after work is completed is deemed to be of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract
- 14.9 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.
- 15. Condemned Units Certificate must comply with the following criteria, which will be deemed acceptable to the Department;
 - 15.1 Must be on the Facilities Letter Head;
 - 15.2 The name, address and registration number of the Facilities;
 - 15.3 The name and address of the recipient;
 - 15.4 Description of the quantity or volume disposed;
 - 15.5 Quantities must be clear with no corrections; no Correction ink may

- and must not be used on any documentation.
- 15.6 The supplier's address and contact details must be clear and current (contactable)
- 15.7 The items listed on the certificate must be related to the service in question and correlate with items claimed for on job card.
- 15.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.
- 15.9 The Department reserve the right to scrutinize all certificates for items and services rendered shall be market related.

16. INVOICES FROM BIDDER

- 16.1 Invoices for services rendered, must be accompanied by Original Job Cards, official instruction and Facilities certificates for scheduled items claimed for. The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original Bid document
- 16.2 The following information is required on the layout of an invoice:
- Invoice must be on company's letterhead;
 - Invoice must be addressed to Department of Public Works;
 - Invoice must have invoice date and invoice number;
 - If VAT registered, invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
 - Invoice to indicate the address of Client Department. Area where service was rendered;
 - CPT reference and order numbers must appear on invoice;
 - Full description of the work that was carried out;
 - The name and email address of the Departmental respective, Works Manager that instructed the service.
- 16.3 All invoices, job cards must be submitted within 7 days of work completed, if not, the bidder will be deemed to be in breach of contract and shall be considered for disqualification / cancellation of contract on the basis of poor performance.

17. PAYMENT TO CONTRACTORS

- 17.1 Invoices must be submitted frequently on completion of services, but it is requested from the Bidders to submit invoices not later than 7 days after completion of any job.
- 17.2 Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.
- 17.3 Bidders are also urged to submit all outstanding invoices within six (6) months after completion of this contract. Take note that long outstanding invoicing will not be concurred for payment, the prescription act will be implied due to the contractor not submitting the invoices in time.
- 17.4 The irregular and non-compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.
- 17.5 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.
- 17.5.1 **NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.**

18. RE-STRICITION ON THE USE OF LABOUR

- 18.1 The Department may request to the successful contractor to supply a detailed list of all employed casual workers.

19. SUBMISSION OF PROGRESS REPORTS

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

20. NATIONAL DEPARTMENT OF PUBLIC WORKS CALL CENTRE

- 20.1 The Department has a National centralised Call Centre based in Pretoria which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in

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

21 IMPORTANT NOTICE

**21.1 THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE
SECURITY CLEARANCE**

22 Vehicle Registration

22.1 All vehicles that are to be used for this contract by the Bidder. Proof of ownership Certified Copies of vehicle registration in company name or proof of Hiring Company's to be submitted (LD'Vs Combination units, tankers and jet machines etc.) failing to do so will influence the adjudication of the Bid

22.2 The following must be submitted with this Bid:

32.1 Certified copies of Registration of all vehicles