public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

BID NO:	**BL24/006**
Closing Date:	**04 June 2024**
Closing Time:	**11H00**
Bid Briefing Meeting Date:	**N/A**
Bid Briefing Meeting time:	**N/A**

***Tenderers CSD No*:** .....

Name of the Tenderer: .....

Bid Box Address
Department of Public Works & Infrastructure
Eben Donges Building
Corner Robert & Hancock Street
Gqeberha
6001

SCM SPECIFIC ENQUIRIES:	**TECHNICAL / PROJECT SPECIFIC ENQUIRIES**
Enquires: **Makhosazana Khumalo**	Enquires: **N Ntjabane**
Tel No: **051 408 7471** during office hours	Tel No: **051 408 7462** during office hours
Cell No: **Indicate**	Cell No: **082 463 2777**
Email Address: Makhosazana.Khumalo@dpw.gov.za	Email Address: Nomfanelo.Ntjabane@dpw.gov.za

Table of Bid Documents

Page

SUMMARY OF BID INFORMATION 3

PA-04 (EC): NOTICE AND INVITATION TO TENDER 4

1. REQUIRED CIDB GRADING 4
2. FUNCTIONALITY CRITERIA APPLICABLE 4
3. EVALUATION METHOD FOR RESPONSIVE BIDS 5
4. RESPONSIVENESS CRITERIA 5
5. METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS 7
6. BID EVALUATION METHOD 7
7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER: 7
8. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME 9
9. COLLECTION OF TENDER DOCUMENTS 10
10. SITE INSPECTION MEETING 10
11. ENQUIRIES 10
12. DEPOSIT / RETURN OF TENDER DOCUMENTS 11

EVALUATION ON FUNCTIONALITY 12

DPW-07: FORM OF OFFER AND ACCEPTANCE 13

TERMS OF REFERENCE/ SPECIFICATIONS 17

PRICING SCHEDULE/ BILLL OF QUANTITIES 18

DRPW – 03 (EC) TENDER DATA 19

PA-11: BIDDER'S DISCLOSURE 20

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS 23

PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES 25

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES 27

DPW-16. TENDER BRIEFING MEETING CERTIFICATE 30

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS 31

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT 32

DPW-09 PARTICULARS OF TENDERER'S PROJECTS 34

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 36

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL 41

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL 43

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES 45

(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE) 45

FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW) 47

SUMMARY OF BID INFORMATION

Bid Number	**BL24/006**	
Bid/ Project Description	**XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS**	
Bid Closing date & Time	**Tuesday, 04 June 2024**	**Closing Time: 11H00**
Bid Briefing Date & Time (If applicable)	*Date of Bid Briefing (if any)* **N/A**	*Time of Bid Briefing (if any)* **N/A**
Venue	**Indicate**	
SCM SPECIFIC ENQUIRIES:	**Makhosazana Khumalo**	Makhosazana.Khumalo@dpw.gov.za
	051 408 7471	Click here to enter text.
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	**N Ntjabane**	Nomfanelo.Ntjabane@dpw.gov.za
	051 408 7462	**082 463 2777**
Bid Validity Period	**84 calendar days**	
Bid Document Price	**R 100.00**	
Procurement Plan Reference Number	**BLM-59**	

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	**XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS**		
Bid no:	**BL24/006**	**Procurement Plan Reference no:**	**BLM-59**
Advertising date:	**Friday, 10 May 2024**	**Closing date:**	**Tuesday, 04 June 2024**
Closing time:	**11H00**	**Validity period:**	**84 calendar days**

1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of ***1 SF*** *or* ***1 SF**** or higher.

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

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

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

2. FUNCTIONALITY CRITERIA APPLICABLE

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

Functionality criteria[1]:		**Weighting factor:**
1.	**N/A**	**N/A**
2.		
3.		
4.		
5.		
6.		
7.		
8.		
TOTAL		N/A

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

Minimum functionality score to qualify for further evaluation:	**N/A**

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

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

3. EVALUATION METHOD FOR RESPONSIVE BIDS

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

☐ Method 1 (Financial offer)	☒ Method 2 (Financial and Preference offer)

3.2. **The 80/20 Preference points scoring system will be applicable for this bid**

4. RESPONSIVENESS CRITERIA

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

1.	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2.	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3.	☒	Use of correction fluid is prohibited. Corrections to be crossed out and initialled.
4.	☒	Submission of a signed bid offer as per the DPW-07 (~~EC~~).
5.	☐	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
6.	☒	Bidders must comply with DPW-21 (~~EC~~): Record of Addenda to tender documents, if any.
7.	☒	The tenderer shall submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
8.	☐	There will be a compulsory bid briefing meeting and all potential bidders must attend.
9.	☐	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
10.	☐	Submission of registration letter as an electrical contractor for bidder issued by the Department of Labour (DOL), permitting to issue a Certificate of compliance (COC's)
11.	☐	Bidders will be evaluated as per special conditions of bid (SCB-1)
12.	☒	***Submission of Accreditation Fire Certificate to perform maintenance of Fire Equipment approved by SAQCC according to the specification laid out in SANS 1475***
13.	☐	
14.	☐	

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

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

1.	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2.	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3.	☒	Submission of (PA-11): Bidder's disclosure
4.	☐	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
5.	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
6.	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
7.	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
8.	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement
9.	☐	Bidders will be evaluated as per special conditions of bid (SCB-1)
10.	☐	Submission of DPW-09 (EC): Paticular of Tenderer's Projects: Bidders may use 'own form' - the details of all the tenderers current and previous projects must however be similar to the DPW-09 (EC) forms details. Bidders are required to sign and date the DPW09 / 'own form' and cross-reference the documents if 'own form' is used.
11.	☐	Submision of DPW-21 (EC): Record of addenda to tender documents: Bidder maybe requested to confirm receipt and or compliance with the "Record of Addenda" if the record of Addenda" was not submitted with the bid at the closing date.
12.	☒	**Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert a Supplier Registration Number on the form of offer, including proposed sub-contractor if any**
13.	☒	**The tenderer shall submit a valid, original or certfied copy of B-BBEE certificate or sworn affidavit or DTI certificate together with the bidding documents at closure**
14.	☒	**Submission of DPW-09 : Particulars of tenderer's projects.** **Written proof of experience in service and maintenance on fire fighting equipment within the last five years (Reference letter or completion letter)**

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

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

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

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

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

6. BID EVALUATION METHOD

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

7. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

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

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

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

7.1 Technical risks:

Criterion 1: Experience on comparable projects during the past 5 years.
The tendering Service Provider's experience on comparable projects during the past 5 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive. Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

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

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

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

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

Criterion 3: Suitably qualified and appropriately experienced human resources

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

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

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

7.2 Commercial risks:

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

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

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

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

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

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

9. COLLECTION OF TENDER DOCUMENTS

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

☒ Alternatively; Bid documents may be collected during working hours at the following address NDPWI, ~~Eben Donges Building, Cnr Robert and Hancock street, Oqeberha, 6059.~~ 18 PRESIDENT BRAND STREET, BLOEMFONTEIN, 9300
A non-refundable bid deposit of **R 100.00** is payable (cash only) on collection of the bid documents.

10. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)
There will be no bid briefing meeting.

Venue:	**Indicate**		
Virtual meeting link:	N/A		
Date:	*Date of Bid Briefing (if any)* **N/A**	**Starting time:**	*Time of Bid Briefing (if any)* **N/A**

11. ENQUIRIES

11.1 Technical enquiries may be addressed to:

DPWI Project Manager	**N Ntjabane**	**Telephone no:**	**051 408 7462**
Cellular phone no	**082 463 2777**	**Fax no:**	**N/A**
E-mail	Nomfanelo.Ntjabane@dpw.gov.za		

11.2 SCM enquiries may be addressed to:

SCM Official	**Makhosazana Khumalo**	**Telephone no:**	**051 408 7471**
Cellular phone no	Click here to enter text.	**Fax no:**	**N/A**
E-mail	Makhosazana.Khumalo@dpw.gov.za		

12. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Tuesday, 04 June 2024
Closing Time: 11H00

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X 20605 Bloemfontein 93100 Documents must be deposited in The Bid Box before the closing date of the bid	**OR**	**Deposited in the tender box at:** The Bid Box Department of Public Works & Infrastructure 18 President Brand Street Bloemfontein Attention: Procurement Section Room 233

EVALUATION ON FUNCTIONALITY

N/A

DPW-07: FORM OF OFFER AND ACCEPTANCE

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

Bid no: BL24/006

Bid/ Project Description: XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

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

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

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

Rand (in words):	
Rand in figures:	**R**

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

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

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

Company or Close Corporation: .... And: Whose Registration Number is: ..... And: Whose Income Tax Reference Number is: ..... CSD supplier number:	**OR**	Natural Person or Partnership: .... Whose Identity Number(s) is/are: ..... Whose Income Tax Reference Number is/are: ..... CSD supplier number: .....

AND WHO IS (if applicable):

Trading under the name and style of: .....

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: ..... In his/her capacity as:	**Note:** **A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.**

Bid No: BL24/006

Bid/ Project Description: XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)
The official documents ..... ☐
The official alternative ..... ☐
Own alternative (only if documentation makes provision therefore) ☐

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

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

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

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

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

.....

Other Contact Details of the Tenderer are:

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

Fax No. .....

Postal address.....

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

Bank Account No. ..... Branch Code .....

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

ACCEPTANCE

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

Bid No: BL24/006

Bid/ Project Description: XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

The terms of the contract, are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

SCHEDULE OF DEVIATIONS

Bid no: BL24/006

Bid/ Project Description: XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

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

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

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: BL24/006

Bid/ Project Description: XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

See Attached

1. Special condition of contract (scc)
2. Fire equipment scope of work (FESW)
3. Health and safety specification (H&ss)

SPECIAL CONDITION OF CONTRACT (SCC)

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

XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

REFERENCE NO: _____
TENDER NO: BL24/006

SPECIAL CONDITIONS OF CONTRACT (SCC)

CONTENTS

1. SCOPE OF CONTRACT 2-3
2. THE TENDER 3
3. DOCUMENTS 3
4. CONTRACT PERIOD 4
5. SERVICES APPLICABLE TO THIS TENDER 4
6. MANAGEMENT 4
7. EXECUTION OF BREAKDOWN AND CORRECTIVE MAINTENACE 4-5
8. ASCERTAINING THE EXTENT OR SCOPE OF A REPAIR/EMERGENCY TASK 5
9. CONTRACTOR'S ABILITY 5-6
10. MATERIAL OF EQUAL QUALITY 6
11. PRICES 7
12. TARIFFS (UNIT RATES) 7
13. SCHEDULED MAINTENANCE SERVICES RATES 7-8
14. NON - SCHEDULED REPAIRS RATES 8-9
15. FIXED RATES CONTRACT AND SUB-CONTRACTING 9
16. JOB CARDS 9
17. OFFICIAL ORDER FORM 10
18. PAYMENT 10
19. RUBBLE AND WASTE 10
20. ACCESS CARDS TO SECURITY AREAS 10
21. SECURITY CHECK ON PERSONNEL 10
22. CONTRACTOR AND CLIENT DEPARTMENT SHALL NOT NEGOTIATE; DISPUTES 10
23. GUARANTEE AND MANUALS 10
24. WORK PROGRAM FOR SCHEDULED MAINTENANCE SERVICES 10
25. REPORTS & CHECK LISTS 10
26. SECURITY CLEARANCE 11
27. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA) 11
28. COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT NUMBER 85 OF 1993 11

XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

REFERENCE NO: _____
TENDER NO: BL24/006

1. SCOPE OF CONTRACT

1.1. This contract caters for the maintenance, service and repair of **FIRE EQUIPMENT AT XHARIEP DISTRICT** run by National Department of Public Works & Infrastructure (NDPWI), Bloemfontein Regional Office, for a period of thirty six (36) months.

1.2. List of facilities applicable to this contract will be found in the tender document.

1.3. The principle of this contract shall be that, on average, all the equipment will be serviced and maintained on a regular basis as specified in the **FIRE EQUIPMENT SCOPE OF WORKS (FESW)** which forms part of the tender document. The contractor will provide qualified personnel for the maintenance, service and repairs of both mechanical and electrical equipment.

1.4. There are no P&Gs in this term contract.

1.5. The contractor must make sure that before he/she performs any work he/she has received complaint form (Work Request Form/ ID Number) from the National Department of Public Works & Infrastructure (NDPWI), Regional Office Bloemfontein. An exception is made as stated in item 7.1 (b) page 4.

1.6. The contractor shall liaise with the designated official of the National Department of Public Works & Infrastructure (NDPWI); regarding his intended visit of the facilities to perform the maintenance tasks as specified in the **FIRE EQUIPMENT SCOPE OF WORKS (FESW).**

1.7. The contractor must register on the Client Department register whenever he/she worked on the system. This register will serve as a proof of attendance to the site whenever required. Therefore, the contractor must submit proof of attendance register signed by both the contractor and the Client Department; be attached to the invoice.

1.8. As this is day to day maintenance, unplanned and unpredictable, the final offer of the acceptable contractor is therefore an estimate and will vary meaning that the collective/total pay-outs at the end of the two year, it may exceed or be less than the offered amount on the term contracted.

1.9. National Department of Public Works & Infrastructure (NDPWI), Regional Office Bloemfontein, cannot be held accountable should the collective/total pay-outs at the end of the term contract be less than the form of offer of acceptance.

1.10. **All the quantities in this tender document are provisional and inserted in order to obtain competitive tenders. The National Department of Public Works & Infrastructure (NDPWI), Regional Office Bloemfontein, reserves the right to increase or decrease quantities and exclude equipment during the progress of the contract and such increase or decrease shall not alter the rates for any item.**

1.11. The contractor will be expected to attend to the equipment that are not mentioned or included in item 1.12 below, if requested so by the designated official of the National Department of Public Works & Infrastructure (NDPWI). **Rates shall be similar and comparable to those tendered in the bill of quantities.**

1.12. Particulars of the Equipment to be serviced/maintained:

No	Main Equipment
1.	Fire extinguishers (Handheld and Automatic)
2.	Fire hose reels
3.	Fire hydrants
4.	Sprinkler systems
5.	Fire suppression systems (CO_2 and Gas)
6.	Fire detectors and alarm systems

2. THE TENDER

2.1. The tenderer shall, before submitting his/her 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 of meaning of any description, or this tender contains any obvious errors, the tenderer shall obtain a directive in writing from the National Department of Public Works (NDPW) Regional Office Bloemfontein.

2.2. The text of this tender and other document as prepared by the National Department of Public Works (NDPW) Regional Office Bloemfontein will be adhered to and no alteration, erasure, omission or addition thereto by the tenderer will be recognised. No alternative offer will be accepted.

3. DOCUMENTS

3.1. Should there be any contradiction between these, the Special Conditions of Contract and the General Conditions of Contract (PA 10 (FM), then the **Special Conditions of Contract** shall normally take precedence. However, the contradiction must be brought to the attention of the designated official of National Department of Public Works Regional Office Bloemfontein for clarification and a final ruling.

3.2. The following documents are deemed to form part of this tender and the contractor must ensure compliance:

a. The Code of Practice for the application of the National Building Regulations (SANS 10400)
b. Occupational Health and Safety Act, 1993 (Act 85 of 1993).
c. Machinery and Occupational Safety Act No. 6 of 1983.
d. Municipal By-laws and any special requirements of the local Authority.
e. General Conditions of Contract Facilities Management (PA 10 (FM) GCC 2010).
f. Special Conditions of Contract.
g. State Tender Board General Conditions and Procedures (ST 36).
h. Health and Safety Specifications.

N.B: *The tenderer must study these documents and acquaint him/herself with the contents thereof as no claims in this regard will be entertained.*

The above mentioned documents are available from the office of the ***Regional Manager, 18 President Brand Street, BLOEMFONTEIN, 9301.***

4. CONTRACT PERIOD

4.1. This contract will be valid for a period of thirty six (36) months, commencing from the date of the letter of acceptance of the tender.

5. SERVICES APPLICABLE TO THIS TENDER

5.1. This tender involves maintenance of **FIRE EQUIPMENT** which needs to serviced and maintained, which falls under the control of the National Department of Public Works Regional Office Bloemfontein.

5.2. Upgrading of equipment and/or additions of any nature whatsoever are excluded in this tender.

5.3. The National Department of Public Works reserves the right to enter into new contracts for major Repairs and Renovations and New Works in any complex or building covered in the area of this contract, which will then exclude day to day maintenance for the duration of this new contract.

5.4. Work undertaken under this contract, shall comply with the requirements described in the **FIRE EQUIPMENT SCOPE OF WORKS.**

6. MANAGEMENT

6.1. The contractor undertakes to:

a. Arrange with the relevant Client Department regarding access to the premises in order to execute the required work;

b. Take adequate precautions to prevent damage to structures, buildings, fittings and furnishing inside the premises and elsewhere on site;

c. **ACCEPT THE LIABILITY TO ANY INCIDENTS THAT MAY OCCUR ON THE EQUIPMENT BEEN ATTENDED TO. SHE/HE WILL BE LIABLE FOR ALL THE COSTS. THE CONTRACTOR MUST REFER TO CLAUSE 11 OF PA-10 (FM).**

d. Accept liability and to indemnify the National Department of Public Works 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. Comply with all By-laws and requirements of the local authority;

g. Provide appropriately qualified technicians and personnel to carry out any mechanical and electrical works, also on week-ends and public holidays.

7. EXECUTION OF BREAKDOWN AND CORRECTIVE MAINTENACE

7.1. Generally, upon the instruction or request to render any work, the client must determine the urgency of the service, and report this to the designated official of the National Department of Public Works Regional Office Bloemfontein. For this purpose the call outs will be classed as follows:

a. **An Emergency:** such as breakdown of a crucial piece of electrical or mechanical equipment or a total failure. Such an emergency must be attended to with minimum delay, and in any event, within 24 hours of receipt of the call.

b. Emergency services after hours may be executed without receipt of an official Complaint number solely on the telephonic request from a designated official of National Department of Public Works Regional Office Bloemfontein. The contractor must also ensure that he obtains the official complaint number from the National Department of Public Works Regional Office Bloemfontein on the following working day. No payment will be made without a complaint number. **The contractor must not take any instructions from the Client Department whenever there are any emergency services required.**

c. **All other services/repairs:** Shall be attended to within one week of the call. The work must be completed within the time stipulated by the designated official of the National Department of Public Works Regional Office Bloemfontein.

7.2. If the contractor fails to respond within the time limits as stated in 7.1(a) (b) and (c) hereof, the National Department of Public Works Regional Office Bloemfontein shall have the right to appoint any other contractor to do the work without further notification to the contractor. **The additional costs, if any, of such work, executed by another contractor, will be for the account of the contractor.**

8. ASCERTAINING THE EXTENT OR SCOPE OF A REPAIR/EMERGENCY TASK

8.1. It is the duty of the contractor, when called out for a repair or emergency task, to telephonically find out and ascertain as far as possible the precise situation on site and whether the problem is mechanical or electrical in order to be properly prepared for addressing the problem when arriving on site.

9. CONTRACTOR'S ABILITY

9.1. The work is to be carried out by competent technicians/artisans, all in accordance with the Basic Conditions of Employment Act (Act No. 3 of 1983) with Regulations and Occupational Health and Safety (Act 85/1993).

9.2. Tenderers are to note, that the equipment to be serviced/maintained/repaired under this contract are all of the most strategic importance to the National Department of Public Works and full proof of the tenderer's ability to satisfactorily perform that specified services will be required. To this end, tenderer's premises will be inspected for tools, equipment and general good management before tenders are awarded.

9.3. Of particular importance also, is the location of the contractor's premises related to the facilities to be serviced/maintained/repaired, because travelling time may become an issue under certain circumstances. Therefore, the contractor's premises must be local and near the facilities to be serviced/maintained/repaired to avoid any delays.

9.4. **THE TENDERERS MUST SUBMIT COMPANY PROFILE, CERTIFICATES OF QUALIFICATIONS, APPRENTICESHIP AS WELL AS EXPERIENCE FOR EACH TECHNICIAN/ARTISAN EMPLOYED FOR EVALUATION PURPOSES BY THIS DEPARTMENT. BEFORE COMMENCEMENT WORK.**

9.5. **Tenderers will also have to satisfy the National Department of Public Works that:**

(a) Their ability to obtain parts without delay for the equipment that may be required.

(b) Their mechanics/technicians are properly qualified to carry out the specified servicing/maintenance/repairs to the equipment contemplated under this contract.

(c) Their technicians doing the electrical services are fully qualified electricians, and have knowledge of H.V. and L.V. switching in order to test the equipment on load.

(d) Their technicians have knowledge of electronics and the operation sequence of automatic panels as well as the protection interlocks on the alternators. **Drawings of the circuits are not available.**

(e) Their technicians are fully conversant with the working of various fire, mechanical and electrical equipment as well as protection devices and able to carry out minor and major repairs on site.

(f) Only Technicians with SAQCC-Fire Card/ SABS, SANS 1475-1 Certificate may pressure test and service the fire equipment.

(g) They will use competent trained staff directly employed and supervised by themselves and shall take all the necessary steps to maintain the installations and keep it in perfect working condition for the full period of this Service Maintenance and Repair contract.

(h) **All electrical work shall be carried out by, or under the supervision of a Three Phase Licensed Electrician only,** and all work done shall comply with the Standard Wiring Regulations, SANS 0142, as well as the National Department of Public Works' Standard Specification for Electrical Equipment and The Occupational Health and Safety Act (Act No 85 of 1993). **It should be noted that the tendered amount in (item 1.3) of the bill of quantities will be paid whenever an approval is granted by the responsible official of the Department, to issue a (certificate of compliance: electrical) COC where by the electrical installation has been altered or modified.**

10. MATERIAL OF EQUAL QUALITY

10.1. Replacement parts, spares and materials used must be of equal specification to the component that is being replaced and must where possible carry the SABS OR SANS mark of approval. If such equivalent component is not available, then the alternative component must be approved by the designated official of the National Department of Public Works Regional Office Bloemfontein, prior to installation.

10.2. The serial numbers of original and new components shall be entered on job cards and invoices presented for payment. The guarantee cards and O&M manuals for new items must also be attached to job cards.

10.3. Defective parts must be handed to the responsible Client Department on site. During the handover of defective parts both the contractor and the Client Department must sign the handover agreement.

11. PRICES

11.1. All prices quoted by the tenderer for items in this document must include for additional costs, if any, that may occur as a result of these "Special Conditions" as well as for the supply of all tools, spares, miscellaneous such as ladders, scaffolding etc. and all expendable/consumables material such as oil, grease and cleaning material etc., necessary for the proper execution of maintenance, servicing and repair work, and everything necessary for the proper performance of the work as well as for operation of the plant.

11.2. All minor and incidental repairs such as replacement of nuts, bolts, washers, self-tapping screws, pop rivets, fixing of loose electrical wires, cleaning off dirt and cobwebs from equipment, etc. shall form part of service. The contractor shall allow for such repairs, (material, labour overheads, administration cost, profit etc.), in his price for servicing and for his operation.

12. TARIFFS (UNIT RATES)

12.1. Each item in the bill of quantities as listed must be priced. **"NO COST", "R0.00", "FREE", "N/A" OR UNFAIR OR UNREASONABLE TARIFFS (UNIT RATES)** shall not be accepted and this may lead to disqualification of the tender.

12.2. The National Department of Public Works reserves the right to adjust rates in agreement with the contractor, before awarding the contract.

13. SCHEDULED MAINTENANCE SERVICES RATES

13.1. The **UNIT PRICE** tendered for in the bill of quantities (item 2) shall **INCLUDE** the below mentioned in 13.2, 13.3

13.2. **Labour rates** shall be deemed to include statutory minimum labour rates for artisans and assistants, as well as overheads such as contribution to bonus, holiday, pension and medical funds, etc.

13.3. **Transport rates** shall include fuel, as well as overheads. The following shall be taken into account when determining rates:

a. The Rate per kilometre shall be the rate approved in the bill of quantities in contract document.
b. The Distance travelled shall be determined as follows:

i. The distance shall be from the Main Post Office of the listed town for the District Municipality in which the service is applicable, to where the service is provided.
ii. The following towns are listed for the various District Municipalities for purposes of calculating the distance travelled:

DISTRICT MUNICIPALITY	DISTANCE CALCULATED FROM
Thabo Mofutsanyane	Bethlehem
Fezile Dabi	Sasolburg
Lejweleputswa	Welkom
Motheo	Bloemfontein
Xhariep	Trompsburg

13.4. The distance travelled will be limited to a maximum of two proven trips for each complaint registered. Additional trips may only be undertaken upon written approval from the designated official of National Department of Public Works Regional Office Bloemfontein.

14. NON - SCHEDULED REPAIRS RATES

14.1. Before commencement of any non-schedule repairs, the contractor must submit the quotation to the designated official of the National Department of Public Works.

14.2. Should the material prices of the Contractor's supplier be abnormally high, the National Department of Public Works Regional Office Bloemfontein reserves the right to obtain a written quotation for similar items and the rates of lowest quotation shall then become applicable in this contract.

14.3. Exceptions will be made with emergency services that occur after-hours; the contractor shall render the service without providing the quotation, and will be paid based on the rates as indicated in the bill of quantities item 3.

14.4. The contractor must note that by referring to **normal-hours** the National Department of Public Works is expecting the contractor to work from **07H30 to 16H00 during week days.**

14.5. The contractor must note that by referring to **after-hours** the National Department of Public Works is expecting the contractor to work from **16H00 during week days, weekends as well as Public holidays.**

14.6. **Labour rates** shall be deemed to include statutory minimum labour rates for artisans and assistants, as well as overheads such as contribution to bonus, holiday, pension and medical funds, etc.

14.7. **Transport rates** shall include fuel, as well as overheads. The following shall be taken into account when determining rates:

a. The Rate per kilometre shall be the rate approved in the contract document.

b. The Distance travelled shall be determined as follows:

i. The distance shall be from the Post Office of the listed town for the District Municipality in which the service is applicable, to where the service is provided.

ii. The following towns are listed for the various District Municipalities for purposes of calculating the distance travelled:

DISTRICT MUNICIPALITY	DISTANCE CALCULATED FROM
Thabo Mofutsanyane	Bethlehem
Fezile Dabi	Sasolburg
Lejweleputswa	Welkom
Motheo	Bloemfontein
Xhariep	Trompsburg

14.8. The distance travelled will be limited to a maximum of two proven trips for each complaint registered. Additional trips may only be undertaken upon written approval from the official of National Department of Public Works Regional Office Bloemfontein.

14.9. The percentage material mark-up shall be as priced in the Bills of Quantities **(item 8.2)**

14.10. It should be noted that the tendered amount in **(item 8.1)** of bill of quantities **will not be paid as once off**. It will be paid whenever the contractor claim for any work done and material replaced and proof of perchance must be attached on the invoice.

15. FIXED RATES CONTRACT AND SUB-CONTRACTING

15.1. This term contract is a fixed rate contract and no adjustments shall be made for any increases or decreases of rates for the duration of thirty six (36) months period.

15.2. Should the contractor wish to make use of sub-contractors, he shall apply to the designated official of National Department of Public Works Regional Office Bloemfontein for a written approval before making use of their services.

15.3. The National Department of Public Works Regional Office Bloemfontein shall not accept the invoice from the sub-contractor.

16. JOB CARDS

16.1. The contractor must obtain National Department of Public Works Job Card from the designated official of the National Department of Public Works Regional Office Bloemfontein at the commencement of this contract.

16.2. The Job Card must be completed legibly in ink after completion of each service. The contractor must submit completed job card with valid order number and complaint number written on it, together with the invoice, whenever work is done. **It should be noted that no work will be paid without a completed job card and tax invoice.**

16.3. The unit rates for items on the Job Card must be cross referenced to the applicable rates for similar items in the tender document by means of the page and item numbers e.g. (bill of quantities page 1, item 1.1).

17. OFFICIAL ORDER FORM

17.1. An official order number for this contract will be issued to the contractor at the commencement of this contract.

18. PAYMENT

18.1. Invoices for services rendered, must be accompanied by the following:

a. Completed Job Card.

b. Proof of attendance register (signed by the relevant official of Client Department and the contractor).

c. Schedule report whenever scheduled maintenance services are applicable.

d. Material invoices of suppliers for non - scheduled repairs.

Note: It should be noted that no work will be paid if the above mentioned documents stated in clause 18.1a to 18.1d are not attached to the invoice.

19. RUBBLE AND WASTE

19.1. All rubble and waste arising from the work must be removed. The site and buildings must be left clean and tidy.

20. ACCESS CARDS TO SECURITY AREAS

20.1. Should the work fall within a security area, the contractor may obtain access for his employees who work within such an area from S.A. National Defence Force, S.A. Police Services, Department of Correctional Services and any other Department.

20.2. The contractor must comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, S.A. Police Services, Department of Correctional Services and any other Department.

21. SECURITY CHECK ON PERSONNEL

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

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

22. CONTRACTOR AND CLIENT DEPARTMENT SHALL NOT NEGOTIATE; DISPUTES

22.1. The contractor and the Client Department, on whose behalf the work is being done, are not permitted to enter into negotiations with regard to any matter whatsoever relating to the rates and conditions of the contract.

23. GUARANTEE AND MANUALS

23.1. The contractor must give **three (03) months written guarantee** on workmanship. The guarantee will commence immediately from the date of certification of work done.

23.2. The contractor must give **one (01) year written guarantee** on all new components and also obtain the relevant Operational & Maintenance manuals from the supplier. Should the contractor install any equipment which offers a manufacturers guarantee in excess of the 12 months referred to above, shall be responsible for liaising with the manufacturer/supplier for the repair/replacement thereof (in the event of faulty equipment) at no extra cost to the National Department of Public Works.

24. WORK PROGRAM FOR SCHEDULED MAINTENANCE SERVICES

24.1. The contractor shall within 60 days from commencement date, submit to the designated official of the National Department of Public Works a detailed work program for the execution of Scheduled Maintenance Services as stated in the **FIRE EQUIPMENT SCOPE OF WORKS (FESW)**, listing each equipment name/model and capacity, its location and recommended dates of future maintenance services.

25. REPORTS & CHECK LISTS

25.1. The check list for the maintenance to the installations is contained in the **FIRE EQUIPMENT SCOPE OF WORKS (FESW).** On each visit to an installation the contractor must attend to all the items listed in the check list.

26. SECURITY CLEARANCE

26.1. In compliance with the Department's Internal Security Policy drafted in terms of the Minimum Information Security Standards (MISS) and other security legislation, no service provider shall render any service to the National Department of Public Works without the necessary security clearance.

26.2. Bidders will thus be subjected to, and must pass a Security Clearance check undertaken by the National Department of Public Works prior to the award of bids.

26.3. The National Department of Public Works reserves the right to terminate a quote should the bidder fail to pass the Security Clearance check.

27. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA)

27.1. In compliance with the Compensation for Occupational Injuries and Diseases Act (COIDA), site handover to the successful bidder will only take place once he/she has provided a valid "Proof of Registration" or "letter of Good Standing" issued by the Compensation Commissioner, clearly specifying the nature of business which must be within the relevant category.

28. COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT NUMBER 85 OF 1993

28.1. The contractor must ensure compliance with health and safety act no. 85 of 1993.

28.2. The contractor must make sure that before he/ she performs any activity related to Health and Safety, he/ she has received complaint form (Work request form/ ID number) from the National Department of Public Works Regional Office Bloemfontein.

28.3. It is expected that the **contractor submit the Health and Safety** plan before the commencement of the work, **within 21 working days after the award.** The file will be verified and approved by the National Department of Public Works Health and Safety officer.

28.4. The contractor will then submit the invoice for the file once it is approved. The contractor will be paid the tendered amount as stated in (item 9.1) of bill of quantities.

28.5. The contractor must submit his/ her invoice together with a completed job card with valid order number, complaint number written on it and approved Health and Safety plan. It should be noted that no work will be paid without the hereof mentioned documents. It should be noted that the tender amount in (item 9.1) of bill of quantity will be a once off payment.

END OF SPECIAL CONDITIONS OF CONTRACT

FIRE EQUIPMENT SCOPE OF WORK (FESW)

FIRE EQUIPMENT SCOPE OF CONTRACT

NB: PROSPECTIVE TENDERS ARE REMINDED TO ACQUAINT THEMSELVES FULLY WITH THE CONTENTS OF THIS DOCUMENTS BEFORE COMPLETING ANY DETAILS

1. PROJECT DESCRIPTION

1.1 This detail document makes provision for the inspection of a number of firefighting equipment in all the Districts of the Free State Province, as well as the servicing, maintenance and replacement of the firefighting equipment.

1.2 The area referred to is the District in Free State Province compromising of all the state owned facilities under the jurisdiction of the National Department of Public Works and Infrastructure which includes facilities in the in areas that are within the five Districts.

1.3 The contract period will be 36 months.

1.4 In the event of any discrepancy between a part or parts of the conditions of contract PA10 FM and special conditions of contract, the special conditions of contract shall take precedence. In the event of a discrepancy between the scope of works and the bill of quantities, the discrepancy shall be resolved by the Departmental Representative before the execution of the work under the relevant item.

2. STANDARD SPECIFICATIONS

2.1 The service must be performed according to SABS, SANS, SAQCC as well as Public Works Standards, by a SAQCC certified Technician. The Technicians SAQCC card should always be available on site while performing the servicing and maintenance of firefighting equipment.

2.2 In terms of the provisions of the Occupational Health and Safety Act (Act 85 of 1993) it is a legal requirements under the section relating to "Vessels under pressure" that all fire extinguishers shall be maintained in accordance with SANS 1475-1, thereby effectively making SANS 1475-1 legally binding standard.

2.3 High pressure testing shall be done in accordance with the provisions of SANS 10019 which is also legally binding.

2.4 The contractor must provide 3 months guarantee on the workmanship of work performed on fire horse reels and fire hydrants.

2.5 No replacement will be done without a written report from the contractor on the condition of the equipment and until such time that the work has been approved by the delegated official of the National Department of Public Works and Infrastructure.

2.6 All replaced fire extinguisher components should remain on site until the delegated official from NDPWI has verified the items.

2.7 A written report must be provided on all pressure tested firefighting equipment.

2.8 The contractor is advised not to execute any additional work.

2.9 The contractor shall not take any instructions from the client department or any persons other than the relevant NDPW representative when executing the service.

2.10 The successful bidder is expected to prepare an inventory list of all firefighting equipment in the District and provide such list within three (3) months after award.

3. DETAILED SCOPE OF WORK

3.1 SERVICING OF FIRE FIGHTING EQUIPMENT

3.1.1 2.5KG, 4.5KG AND 9KG DCP

3.1.1.1 Pressure Test Service of DCP

- Inspect body for corrosion and dents
- Discharge extinguisher pressure
- Empty extinguishers Powder in a container with a Lid
- Do a Pressure test on extinguisher with a Pressure Test Pump to 3000Kpa
- Put extinguisher on Dryer after Tested
- Put powder back in the extinguisher using an funnel with mesh
- Clean extinguisher head properly and Fit Head with New O-Ring and year ring
- Re-pressurize the extinguisher to 1400Kpa of pressure
- Do a Leak Test in a bucket of water
- Put extinguisher on scale to record correct
- Measure the weight of extinguisher
- Number all extinguishers and also on the wall
- Issue Certificate for pressure service of extinguishers

3.1.1.2 Service of DCP

- Discharge extinguisher pressure
- Empty extinguisher powder in a container with a lid
- Clean extinguisher head properly and Fit Head with New O-Ring
- Re-pressurize the extinguisher to 1400 Kpa of Pressure
- Do a Leak Test in a bucket of water
- Put extinguisher on scale to record correct
- Measure the weight of extinguisher
- Number all extinguishers and also on the wall
- Issue Certificate for the service of extinguishers

3.1.2 2KG AND 5KG CO^2

3.1.2.1 Pressure test Service of CO^2

- Send extinguisher to a SANAS Approved Pressure Test Station
- Contractors must leave letter at site to take extinguishers for Pressure Test.
- Ad travel to take CO^2 for Pressure Test
- The contractor to afford a report on the extinguishers which are not serviceable and require replacement.

3.1.2.2 Service of CO^2

- Ad travel to take CO^2 for Pressure Test
- Service of 2kg CO^2
- Test for leakages, do body inspection check for Corrosion and Dents and do a Bump Test to see if extinguisher is working. Take Hose and Horn of and Inspect Hose, put extinguisher on scale to record the weight and fit hose and horn again.
- Clean extinguisher properly
- Put Service Label and Number label on extinguisher and Seal. Record details on control register and do Fault Report. Issue Certificate for Service of extinguishers.
- The contractor to report on the extinguishers which are not serviceable and require replacement.

3.1.3 HOSE REELS

3.1.3.1 Service of pressure test on hose reels

- Close Nozzle, open stop tap to see if Frame is leaking, Test Water Pressure with a Gauge
- Roll down the Hose make sure it is 30m long
- Inspect Hose for damages, make sure all Clamps are properly fitted and clean the Frame and Hose
- Put Service Label in the inside of Frame, Roll hose back on frame, Drain Reel properly, ensure stop tap and nozzle are closed. Place service seal and label on outside.
- Record Hose Reel detail on Control Register and do Fault Report
- The contractor to afford a report on the hose reels which are not serviceable and require replacement.

3.1.4 FIRE HYDRANTS

3.1.4.1 Pressure test service of hydrants

- Check for leakage, do body Inspection, and replace the Lip Washer
- Test water Pressure with Gauge, paint Hydrant and put Service Label and Number on Hydrant Vale
- The contractor to report on the hydrants which are not serviceable and require replacement

3.1.5 LAY FLAT HOSES

3.1.5.1 Pressure test of lay flat hose

- Test the Lay Flat Hose for water leaks and dry the lay flat hose after the service
- The contractor to report the Lay Flat Hoses which are not serviceable and require replacement

3.2 MAINTENANCE

3.2.1 Routine preventative maintenance

The routine maintenance work to be performed and executed shall include, but not be limited to, all the items listed in the schedules below under each heading. These actions and findings shall be logged and reported to the Department.

3.2.2 Fire extinguishers

Maintenance work shall at least include the following actions and shall be scheduled in accordance with the relevant regulations and requirements.

- Check mounting of backboard and bracket
- Check the charge of the extinguisher
- Check the condition of the discharge hose
- Check the condition of the discharge mechanism
- Update the log entry on the extinguisher
- Log maintenance schedule
- Report defects for processing and repair

In addition to the above requirements, the following shall apply to the individual types of extinguishers:

DCP Extinguishers	: Check charge and replace powder at prescribed intervals
CO^2 Extinguisher	: Check charge
Water Extinguisher	: Replace water at prescribed intervals
Foam Extinguisher	: Check foam mix and replace at pre-determined intervals

3.2.3 Fire Hose Reels

Maintenance work shall include the following actions and shall be scheduled in accordance with the relevant regulations and requirements.

- Check drain seal
- Roll down hose and check for cracks or perishing
- Check operation of drain
- Check operation of FHR valve
- Lubricate moving parts of drum
- Check pressure and flow of FHR
- Check piping for leaks and damages
- Log maintenance schedules
- Report defects for processing and repair

3.2.4 Fire Hydrants

Maintenance work shall at least include the following actions and shall be scheduled in accordance with the relevant regulations and requirements

- Check hydrant valve seal
- Check right hand wheel for tightness
- Check valve stem and or top for damage
- Check valve stem seal and readjust
- Check operation (opening and closing movement of valve)
- Check water pressure and flow
- Check stand pipe for rigidity and leaks
- Log maintenance schedule

3.2.5 Symbolic safety signs

All signs shall have a size of (150mm x 150mm) and shall be accordance with the requirements contained in the SANS 1186. All signs shall be manufactured from UV resistant ABS plastics sheet 2,5mm thick, phosphorescent (glow in the dark), unless otherwise stated in this tender or as instructed by the representative of the Department.

The contractor shall ensure that all purpose made signs are as per specification with no spelling errors. The successful contractor will provide a sample of each of the purposed off the shelf signs to the representative of the department for approval, before any order is placed with the suppliers

3.2.5.1 Installation method

Flat or smooth wall surfaces

The surface where sings are to be installed with silicone shall be cleaned with appropriate cleaning agent that will not damage the existing surface. All surfaces shall be cleaned thoroughly before any signs are installed.

No double sided tape shall be allowed for the mounting of sings, all sings shall be installed with 4 X screws ensuring the sing will not fall, slide or move from its position.

Rough, wooden or uneven wall surfaces:

Where it is not practical to use the silicone or Hilti nail method of fixing, contractors shall allow for the signs to be installed using suitably sized brass screws, the installation shall include all materials required to complete the service

Contractors to note that any damage as a result of the fixing of the signs shall be to the contractors account, and therefore all precautions shall be taken when installing

All fire protection sings are to be installed above each tem at a height where it will be visible to all persons and shall be in accordance with the requirements contained in the SANS 1186

3.2.6 Transport: (Non-scheduled work)

Transport rates shall include fuel, as well as overheads. The following shall be taken into account when determining rates:

3.2.6.1 The distance travelled shall be determined as follows:

I. The distance shall be from the main post office of the listed town for the district municipality in which the service is applicable, to where the service is provided.
II. The following towns are listed for the various district municipalities for the purposes of calculating the distance travelled:

DISTRICT MUNICIPALITY	DISTANCE CULCULATED FROM
Xhariep	Trompsburg
Motheo	Bloemfontein
Lejweleputswa	Welkom
Fezile Dabi	Sasolburg
Thabo Mofutsanyana	Bethlehem

3.3 Sprinkler systems

Summary of sprinkler system inspection, testing and maintenance procedure

PLACE: _____

VALVE NUMBER: _____

item	Visual inspection	inspect	change	clean	test	required
Sprinkler head			X	X	X	Sprinkler shall be inspected from the floor level annually to clean & check the following: - Leakages & loss off fluid - Physical damages - Corrosion - Dust and painting other than that applied by the sprinkler Required to: - Replace the damaged or missing sprinkler heads - Replace the missing wrench for main valve, if found missing - Correct the improper position of the sprinkler head by reposition the branch line - Replace the missing wrench for sprinkler head, if found missing - Clean painting other than that applied by the sprinkler manufacturer
Pipe & fittings, hangers, braces & supports			X	X	X	Pipe & fittings, hangers, braces & supports shall be inspected from the floor level quarterly to clean & check the following: abraded - Leakages and corrosion - Physical and mechanical damages on the pipe and fittings - Loose, damaged or unattached hangers, braces and supporters

item	Visual inspection	inspect	change	clean	test	required
Pipe & fittings, hangers, braces & supports		X	X	X	X	Required to: - Remove any external loads leaning, hanging or putting weight on the pipe - Correct pipe fittings, hangers, braces, supporters that are loose or improperly fitted shall be refasten and correctly fitted - Replace loose, damaged or missing hangers, braces and supporters. - Replace the supporters which are not listed for use. - Hydrostatical test the pipe & fittings to determine the strength of pipes and leaks - All the above ground leakages shall be stopped
Pressure Gauges & Pressure switch			X		X	Required to: -Calibrate inaccurate gauges and pressure switches -Provide the pressure readings on gauge: A Gauge (.....kPa) B Gauge (.....kPa) C Gauge (.....kPa)
Sprinkler signage	X		X			- A hydraulic design information signs and other sprinkler signs that are missing or illegible shall be replaced, if found missing/ unreadable
Standpipe		X		X	X	standpipe shall be cleaned, flushed, inspected and be tested with flow test

Remarks: .....

.....

---------- ---------- ----------

Name of the inspector Signature Date

3.4 SMOKE DETECTION MAINTENANCE

Summary of smoke detection system inspection, testing

Examine log book	[ ]
Check building for structural or occupancy changes	[ ]
Manual points not obstructed	[ ]
Storage encroaches within 300mm from ceiling	[ ]
A clear space of 500mm is maintained	[ ]
Record false alarms since the last inspection permit	[ ]
Batteries to be disconnected and full load alarm simulated	[ ]
Test load on battery by disconnecting mains check condition of batteries	[ ]
Check fire alarm devices	[ ]
Check all controls and indicators on panel	[ ]
Check remote alarm signaling	[ ]
Check auxiliary functions operate (shut downs)	[ ]
Check fault indicators work by simulating fault conditions	[ ]
Check correct operation of any printer that may be connected to the system	[ ]
Check operation of all MPC's	[ ]
Check physical and operational status of all fire detectors	[ ]
Check analogue levels, on addressable systems are still within range	[ ]

HEALTH AND SAFETY SPECIFICATION (H&SS

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REGIONAL OFFICE: BLOEMFONTEIN

PROJECT NAME:

XHARIEP DISTRICTS

36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

BID NUMBER: BL24/006

Health and Safety Specification

OCCUPATIONAL HEALTH

AND

SAFETY ACT

AND

REGULATIONS

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

TABLE OF CONTENTS

		Pages
1.	**Introduction and Background**	4
1.1	Background to the Pre-Construction Health and Safety Specification	4
1.2	Purpose of the Pre-Construction Health and Safety Specification	4
1.3	Implementation of the Pre-Construction Health and Safety Specification	5
2.	**Pre-Construction Health and Safety Specification**	5
2.1	Scope	5
2.2	Contractual Issues	5
2.3	SHE Standards and Procedures	5
2.4	Interpretation	5
2.4.1	Application	5
2.4.2	Definitions	6
2.5	Minimum Administrative Requirements	6
2.5.1	Notification of Intention to Commence Construction Work	6
2.5.2	Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site	6
2.5.3	Competency of Contractor's Responsible Persons	6
2.5.4	Compensation of Occupational injuries and Diseases Act (COIDA), Act 130 of 1993.	7
2.5.5	Occupational Health and Safety Policy	7
2.5.6	Health and Safety Organogram	7
2.5.7	Preliminary Hazard Identification and Risk Analysis, Progress Hazard Identification and Risk Analysis	7
2.5.8	Health and Safety Representative(s)	8
2.5.9	Health and Safety Committee(s)	8
2.5.10	Health and Safety Training	8
2.5.10.1	Induction	8
2.5.10.2	Awareness	8
2.5.10.3	Competency	9
2.5.11	General Record Keeping	9
2.5.12	Health & Safety Audits, Monitoring and Reporting	9
2.5.13	Emergency Procedures	9
2.5.14	First Aid Box and First Aid Equipment	10

2.5.15 Accident / Incident Reporting and Investigation 10
2.5.16 Hazards and Potential Situations 11
2.5.17 Personal Protective Equipment and Clothing 11
2.5.18 Occupational Health and Safety Signage 12
2.5.19 Permits 12

2.6 Physical Requirements 12

2.6.1 Demolition Work 12
2.6.2 Excavations, Shoring, Dewatering or Drainage 12
2.6.3 Edge Protection 13
2.6.4 Explosives and Blasting 13
2.6.5 Stacking of Materials 13
2.6.6 Speed Restrictions and Protection 13
2.6.7 Hazardous Chemical Substances (HCS) 13
2.6.8 Asbestos 14

2.7 Plant and Machinery 14

2.7.1 Construction Plant 14
2.7.2 Vessels under Pressure 14
2.7.3 Fire Extinguishers and Fire Fighting Equipment 14
2.7.4 Hired Plant and Machinery 14
2.7.5 Scaffolding / Working on Heights 15
2.7.6 Form Work and Support Work for Structures 15
2.7.7 Lifting Machine and Tackle 15
2.7.8 Ladders and Ladder work 15
2.7.9 General Machinery 15
2.7.10 Portable Electrical Tools / Explosive Power Tools 16
2.7.11 High Voltage Electrical Equipment 16
2.7.12 Public Health and Safety 16
2.7.13 Night Work 16
2.7.14 Transportation of Workers 16

2.8 Occupation Health and Environmental Management 17

2.8.1 Occupational Hygiene 17
2.8.2 Environmental Management 17
2.8.3 Welfare facilities 18
2.8.4 Alcohol and other drugs 18

2.9 Electrical fencing 18

3. ANNEXURE A 19
Task Completion Form

4. ANNEXURE B 20
Principal Contractor's Responsible Persons

5. ANNEXURE C 22
Other Requirements

6. ANNEXURE D 23
Initial Hazard Identification and Risk Assessment

1. INTRODUCTION AND BACKGROUND

1.1 Background to the Pre-Construction Health and Safety Specification

1) The Construction Regulations of February 2014 in terms of Regulation 5(1)(b) places the onus on the Client to prepare a Pre-Construction Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.

2) This document serves to address all the abovementioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Works hereinafter referred to as the Client throughout this document.

3) This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 5(1)(h) of the Construction Regulations of February 2014 and to determine his/her suitability to perform such work in a safe and healthy manner.

4) When submitting his/her tender the Contractor must supply the Client with the following:

   - A detailed Site Safety Plan indicating how the contractor will manage all Safety, Health and Environmental aspects whilst working on the Clients premises or on premises under his/her control, which must be based on the contents of this document as is required by Regulation 7(1)(a) of the Construction Regulations of February 2014.
   - A Cost breakdown of funds being allocated to make adequate provisions for Safety, Health and Environmental requirements as is required by Regulation 5 (1)(g) of the Construction Regulations of February 2014.

5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolvent of the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.

6) The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from any legal obligation imposed on him or her.

1.2 Purpose of the Pre-Construction Health and Safety Specification

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the now promulgated Construction Regulations of February 2014 in order to reduce incidents and injuries.

The Pre-Construction Safety, Health and Environmental Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the Health and Safety of all persons potentially at risk and the potential risk to the environment may receive the same priority as other facets of the project such as Scope, Time, Cost and Quality.

1.3 Implementation of the Pre-Construction 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 his/her project-specific Construction Phase Health and Safety Plan as indicated above. The Principal Contractor shall forward a copy of this specification to all Sub-Contractors at their bidding stage so that they can in turn prepare Health and Safety Plans relating to their operations.

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project.

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 Contractual Issues

1) Due to fact that this document is based on legislative requirements the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
2) The Client or its duly appointed representative reserves the right to stop any contractor from working whenever Safety, Health or Environmental requirements are being violated. Any resultant costs of such work stoppages will be for the Contractors account.
3) The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.
4) The Client will not entertain any claim of any nature whatsoever which has come about as result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

2.3 Safety, Health and Environmental Standards and Procedures

1) The Contractor will ensure that all work performed by him/her is executed in accordance with work procedures which comply with accepted safety practices and applicable safety, health and Environmental legislation.
2) Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.
3) Where procedures have been specified by this Client in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Client or it's duly appointed representative.

2.4 Interpretations

2.4.1 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 noted previously.

2.4.2 DEFINITIONS

1) The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations of February 2014 shall apply unless otherwise stipulated.
2) Any reference to "The Contractor" includes – the Principal and Sub - Contractor unless otherwise stipulated.

2.5 Minimum Administrative Requirements

2.5.1 Notification of Intention to Commence Construction Work

1) The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences if required in the format of Annexure 2. A copy of this notification must be forwarded to the Client prior to the commencement of Construction work.
2) Copies of such notification can be obtained from any Department of Labour Office.

2.5.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.

1) The Contractor shall submit in the format of Annexure B, proof of all supervisory as well as any other relevant appointments as is required by the OHS Act and the Construction Regulations.
2) It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Safety, Health and Environmental Standards would not be negatively affected.
3) Should the Client or its representative deem such practice as having a negative affect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.
4) ***It is a specific requirement for this project that a competent Health and Safety Officer be appointed for the project on a full time basis for the duration of the Project.***

2.5.3 Competency of Contractor's Appointed Competent Persons

1) Contractors' competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of "Competent Person" in accordance with the Construction Regulations of February 2014 and the Occupational Health and Safety Act, Act 85 of 1993.
2) The Client reserves the right to require levels of Competency, which exceeds the requirements as stipulated by the Act and or Construction Regulations.
3) In the event of the Client requiring additional levels of Competency, alternative arrangements will have to be made.

2.5.4 Compensation of Occupational Injuries and Diseases Act, Act 130 of 1993 (COID ACT)

1) The Contractor warrants that his and all his workmen are fully covered in terms of the COID, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client or whilst working on the Clients premises or premises under the Clients control.
2) The Contractor will supply proof of such insurance cover to the Client with his/her tender submission.
3) The Contractor undertakes to ensure that all Sub-Contractors appointed by him/her will be fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of their contractual relationship with the Contractor
4) The Contractor must also ensure that he has additional insurance cover that will adequately make provisions for any losses and/or his employee's acts and/or omissions whilst working on the Clients premises or on premises under the client's control.

2.5.5 Occupational Health and Safety Policy

1) The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer.
2) The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.
3) A copy of such policy must be included in the Site Safety Plan and the Site Safety File.

2.5.6 Health and Safety Organogram

1) The Contractor shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons.
2) In cases where appointments have not been made, the organogram shall reflect the intended persons to be appointed to such positions.
3) The organogram shall be updated when there are any changes in the Site Management Structure.

2.5.7 Preliminary Hazard Identification and Risk Analysis and Progress Hazard Identification and Risk Analysis

1) A Preliminary Hazard Identification and Risk Analysis was conducted and can be found in the format of Annexure D. This Hazard Identification and Risk Analysis was performed to make the Contractor aware of potential Hazards, which could be present on the site and may not be comprehensive.
2) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of construction work, and the assessed risks shall form part of the Construction phase Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:
    a) A list of hazards identified as well as potentially hazardous tasks;
    b) A documented risk assessment based on the list of hazards and tasks;
    c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
    d) A monitoring and review procedure of the risks assessment as the risks change.

3) The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.

4) The Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (tool box talk strategy to be implemented and so on).

5) Should the Client or its duly appointed Representative identify alternative hazardous activities performed by the Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed then the contractor will be required to perform such an exercise before continuing such work.

2.5.8 Health and Safety Representative(s)

1) The Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.

2) The appointments must be in writing and the Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

2.5.9 Health and Safety Committees

The Principal Contractor shall ensure that project Health, Safety and Environmental meetings are held monthly or as deemed necessary by the project requirements.

1) Minutes must be kept on record and filled in the Site Health and Safety File.
2) Meetings must be organized and chaired by the Principal Contractors' Responsible Person.

2.5.10 Health and Safety Training

2.5.10.1 Induction

1) The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety Induction Training Session before starting work. A record of attendance shall be kept in the Health and Safety file. **A suitable venue must be supplied to provide this training.**

2) All visitors to the site must also be subjected to site-specific induction training highlighting items such as steps to follow in the event of an emergency, restricted areas and so on.

2.5.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety File. All Contractors have to comply with these minimum requirements.

2.5.10.3 Competency

1) All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out.

2) The abovementioned competency requirements will be assessed on a regular basis by the Client, by means of Audits, Progress Meetings, and any other means deemed fit by the Client.

3) The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work and records should be kept of criteria used to determine competency.

4) The Client reserves the right to require competencies which may exceed the Contractors standards in which case alternative arrangements will have to be made to meet the Clients requirements.

2.5.11 General Record Keeping

1) The Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations of February 2014.

2) The Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, and so on are kept in a Health and Safety file held in the Site Office.

3) The Principal Contractor must ensure that every Contractor opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.

2.5.12 Health and Safety Audits, Monitoring and Reporting

1) The Client shall conduct monthly Health and Safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of Health and Safety.

2) The Principal contractor is obligated to conduct similar audits on all Contractors appointed by him/her.

3) Detailed reports of the audit findings and resultant corrective measures shall be reported on at all levels of project management meetings/forums.

4) Copies of the Clients audit reports will be forwarded to the Contractor and must be kept in the Site Health and Safety File.

5) The Principal Contractor must audit the activities and administration of all appointed Sub-Contractors, forward a copy to the Client or its representative within seven days of completion of the audit and file a copy on the Site Safety File.

2.5.13 Emergency Procedures/Plans

1) The Principal Contractor shall submit a detailed Emergency Procedure/Plan for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan/s including the following key elements:
   - List of key competent personnel;
   - Details of emergency services;
   - Actions or steps to be taken in the event of the specific types of emergencies;
   - Information on hazardous material/situations.

2) Emergency Procedures/Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major incidents/accidents major and minor and any other anticipated emergencies.

3) The Principal Contractor shall advice the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be available to site personnel.

4) Emergency procedures/Plans must be developed by a competent person such as a Safety, Health and Environmental Officer or in the absence of a Safety, Health and Environmental Officer by the Construction Work Supervisor.

5) Emergency Procedures/Plans must form part of the Agenda of monthly safety meetings as the Procedures/Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.

2.5.14 First Aid Boxes and First Aid Equipment

1) All Contractors shall appoint in writing First Aider(s) in terms of legislative requirements.

2) The appointed First Aider(s) must be sent for accredited first aid training should they not have received such training prior to commencement of work on site.

3) Valid certificates to be kept on site in the Site Safety File.

4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.

5) All Contractors with more than 5 employees shall supply their own first aid box

6) In the event of hazards chemical substances being present on site, first aiders must be trained to address any incidents of accidental exposure and their first aid kits stocked accordingly

2.5.15 Accident / Incident Reporting and Investigation

1) Injuries are to be categorized into the following categories:

    1) first aid;
    2) medical;
    3) disabling; and
    4) fatal injuries.

2) All Contractors have to report on the 4 categories of injuries to the Principal Contractor as soon as is reasonably practicable.

3) The Principal Contractor must stipulate in his/her construction phase Health and Safety plan how he/she will handle each of these categories.

4) When reporting injuries to the Client, these categories shall be used.

5) All injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.

6) The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.

7) All incidents taking place in terms of Section 24 of the Act must be reported in the prescribed period and manner to the Department of Labour.

8) Copies of Section 24 reports, including WCL 1 & 2 forms must be forwarded to the Client immediately after completion.

2.5.16 Hazards and Potential Situations

1) The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

2) Should a hazardous situation require work stoppages the work must be stopped and corrective steps taken such as written Safe Work Procedures and issuing of Personal Protective Equipment.

2.5.17 Personal Protective Equipment (PPE) and Clothing

1) The Contractor shall ensure that all workers are issued and wear Hard Hats, Safety Boots/Shoes and Overalls.

2) The Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times.

3) The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:

- Lost or stolen;
- Worn out or damaged.

4) The above procedure applies to Contractors and their Sub-Contractors.

5) The Contractor must ensure that no person enters the Site without the required Personal Protective Equipment.

6) Visitors to the Site must be provided with the required PPE such as Hard Hats, Earmuffs and Eye Protection.

7) Records of all PPE issued to staff must be kept on site in the Site Safety File.

8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.

9) Safety belts are not to be allowed on site due to its associated potential of injury to the user; only double lanyard safety harnesses are permitted.

11) Suitable eye protection must at all times be worn by the worker when performing grinding, chipping, chasing and other associated activities.

12) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.

13) Any person performing welding or brazing work will wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.

14) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid resistant overalls must be provided.

15) Ear protection must be worn in designated noise zone (in excess of 85dB)

16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.

17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.

18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

2.5.18 Occupational Health and Safety OHS Signage

1) The Contractor shall provide adequate on-site OHS signage including but not limited to: "no unauthorized entry", "report to site office", "site office", "beware of overhead work", "hard hat area".

2) Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

3) In the event where work is being performed on a premises displaying signage such as no-parking, speed limits and so on, the Contractor will abide by the requirements of such signage except if otherwise instructed.

2.5.19 Permits

1) The Contractor shall draft and implement where required permits which may include the following:

- Use of Explosives and Blasting;
- Work for which a fall prevention plan is required;
- Use of cradles, and
- Electrical work
- Hot works

2) The Contractor will ensure that where permits are required that it is used and adhered to.

2.6 Physical Requirements

2.6.1 Demolition Work

1) Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client.

2) Such Safe Work Procedures' must where possible be submitted with the Site SHE Plan

3) Acceptance will then be issued to the Principal Contractor to proceed with the demolition work.

4) The Principal Contractor shall ensure that demolition work complies with the Construction Regulations of February 2014.

5) In the event where a structure identified for demolition includes substances such as lead or asbestos it must be performed within the requirements of the applicable legislative.

2.6.2 Excavations, Shoring, Dewatering or Drainage

1) All excavation work must be performed under the supervision of a Competent Person as specified in Annexure B of this document and the Construction Regulations of July 2003.

2) Adequate Shoring and Bracing must be provided where required to ensure that the health and safety of the employees working in such excavations are not put at risk.

3) Adequate provisions must be made to ensure that water is drained from excavations which may enter such excavations as a result of seepage or rain.

4) All excavation made by the Contractor must be clearly demarcated and protected to prevent accidental access.

5) Barricading tape may only be used to make solid barricading more visible and may not be used as a means of barricading.

6) In addition to the abovementioned the requirements of Regulation 11 of the Construction Regulations of July 2003 must be adhered to.

2.6.3 Edge Protection.

1) All open edges posing the risk of resulting in injuries or damage to equipment must be adequately guarded fenced or barricaded or other similar suitable means used to prevent injuries or damage to equipment.

2) Barricading tape is not deemed to be suitable and may only be used in addition to other suitable means as indicated above.

2.6.4 Explosives and Blasting

1) All explosives must be transported or stored according to the requirements of SANS 0228.

2) Written approval must be obtained from the Chief Inspector Occupational, Health and Safety prior to any blasting activities taking place.

3) A copy of such permission from the Chief Inspector Occupational, Health and Safety must be supplied to the client prior to Blasting.

4) Prior to blasting a siren must be sounded, warning flags posted and guards placed at strategic locations points to prevent accidental entry to the blasting area.

2.6.5 Stacking of Materials

1) Stacking and storage of materials must be performed under the Supervision of a Competent Person whom has been appointed in writing as required by Annexure B.

2) Storage areas must be designated, kept neat and under control. In addition to the abovementioned the requirements of General Safety Regulations as promulgated by Government Notice No R1031 dated 30 May 1986 as amended must be complied with.

3) In the event that unauthorized persons may enter an area where materials are stacked such area must be barricaded off to prevent access to such area.

2.6.6 Speed Restrictions and Protections

1) Unless otherwise stipulated the speed limit on site to be adhered to is 10 Km/h.

2) Vehicle movement routes on site must be clearly indicated where applicable.

3) Signage to ensure the safe movement of vehicles on site as well as to ensure the health and safety of all employees and visitors on site must be displayed in strategic locations.

2.6.7 Hazardous Chemical Substances (HCS)

1) All employees required to use Hazardous Chemical Substances or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regard to the requirements of the Hazardous Chemical Substances Regulations as amended in Government Gazette No 25130 of June 2003, the potential sources of exposure and the potential risks to their health caused by exposure.

2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.

2.6.8 Asbestos

1) Asbestos work may only be performed subject to prior notification of the Provincial Director, Occupational Health and Safety, Department of Labour, in writing.

2) Proof of such notification must be supplied to the Client prior to work proceeding.

3) All asbestos work shall be carried out as per the Asbestos Regulations by an approved Asbestos Contractor.

4) All employees must be informed and receive training on aspects such as the contents and scope of the Asbestos Regulations as published in Government Gazette 23108 of February 2002, the potential risks of exposure to asbestos, precautionary measures employees have to take and all other requirements deemed necessary to provide a safe and healthy environment for all employees as specified by the Asbestos Regulations as indicated above.

5) All asbestos will be removed from site by an approved asbestos contractor to an approved asbestos dump site.

2.7 Plant and Machinery

2.7.1 Construction Plant

- All Construction Plant must comply with and be used in conjunction with the requirements of Section 23 of the Construction Regulations and in specific that all records of inspections rendering such plant safe must be kept on site.
- Operators will be competent and trained and copies of training certificates shall be placed on the health and safety file on site.
- Operators shall be in possession of medical certificate declaring that they are physically and psychologically fit to operate such construction vehicle and plant and copy of medical certificate shall be on the file.
- Original operating and medical certificates shall be kept by the operators and shall be on site in-possession of the operators at all times.

2.7.2 Vessels under Pressure (VUP)

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspecting equipment regularly and keeping records of inspections;
- Providing appropriate fire fighting equipment.

2.7.3 Fire Extinguishers and Fire Fighting Equipment

1) The Principal Contractor and Sub Contractors shall provide or ensure adequate provision of regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur.

2) The appropriate notices and signs must be posted up as required.

3) Contractors may not utilize fire protection equipment belonging to the client without prior consent.

2.7.4 Hired Plant and Machinery

1) The Contractor shall ensure that any hired plant and machinery used on site is safe for use.

2) The requirements as stipulated by the OHS Act 85/1993 and Construction Regulations of February 2014 shall apply.

3) The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Site Health and Safety File. All relevant Contractors must ensure the same.

2.7.5 Scaffolding / Working at Heights

1) Working at heights includes any work that takes place in an elevated position in excess of 2m.

2) The Contractor must submit a risk-specific fall prevention plan and include a rescue plan in accordance with the Construction Regulations of February 2014 before this work is undertaken.

3) The fall prevention plan must be approved by the Client before work may commence.

2.7.6 Formwork and Support Work for Structures

1) The Principal Contractor shall ensure that the provisions of Section 10 of the Construction Regulations of February 2014 are adhered to.

2) These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all Formwork and Support Work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the Formwork and Support Work has been removed.

3) Records of all inspections must be kept in a register on site.

2.7.7 Lifting Machines and Tackle

1) The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20).

2) There must be a competent appointed lifting Machinery and Tackle Inspector on site who must inspect the equipment daily or before use, taking into account that:

- All lifting machinery and tackle has a safe working load clearly indicated;
- Regular inspection and servicing is carried out;
- Records are kept of inspections and of service certificates;
- There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
- The tower crane bases have been approved by an engineer;
- The operators are competent as well as physically and psychologically fit to work and be in possession of a medical certificate of fitness which must be available on site.

2.7.8 Ladders and Ladder Work

1) The Contractor shall ensure that all ladders are inspected at least monthly, are in a 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) Records of inspections must be kept in a register on site.

2.7.9 General Machinery

The Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

2.7.10 Portable Electrical Tools and Explosive Powered Tools

1) The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.

2) The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.

3) The Contractor shall apply the following:

- A competent person undertakes routine inspections and records are kept.
- Only authorized trained persons use the tools.

- The safe working procedures apply.
- Awareness training is carried out and compliance is enforced at all times.
- PPE and clothing is provided and maintained.
- A register indicating the issue and return of all explosive rounds is implemented and maintained, and
- That signs are posted up in the areas where explosive powered tools are being used.

2.7.11 High Voltage Electrical Equipment

1) All contractors must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.

2.7.12 Public and Site Visitor Health and Safety

1) The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers.
2) Appropriate Health and Safety Notices and signs shall be posted up, but shall not be the only measure taken.

2.7.13 Night Work

The Contractors must ensure that adequate lighting is provided to allow for work to be carried out safely.

2.7.14 Transportation of Workers

1) The Contractor and shall not:
   - Transport persons together with goods or tools unless there is an appropriate area or section to store such goods.
   - Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
   - Permit workers to stand or sit on the edge of the transporting vehicle.
   - Transport workers in LDV's unless they are closed/covered and have the correct number of seats for the passengers.
2) No driver will transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
3) The driver of any LDV will not permit more than 2 passengers to occupy the cab of any single cab LDV and 4 passengers of any double cab LDV.
4) All vehicles operated on the site will in all aspects comply with the requirements of the Road Traffic Ordinance Act
5) Drivers of such vehicles will have a valid license for the code of vehicle being driven by them.
6) No servicing of vehicles will be permitted on a Construction Site, which is occupied by staff working for the Client.
7) Servicing or repairs of vehicles on site may only take place if such activities are performed with the necessary procedures in place to prevent any harmful effects to the environment.
8) All waste generated from servicing vehicles must be disposed off in accordance with relevant Environmental legislation.
9) In the event where Earth Moving Equipment is present on site the following must be adhered to:

- Drivers of vehicles must be instructed to avoid parking behind earth moving vehicles to ensure that their vehicles are visible to the operator of earth moving vehicles.
- Right of way must be afforded to earth moving machinery at all times.
- Vehicles must only be permitted to park where possible in designated areas

2.8 Occupational Health and Environmental Management.

2.8.1 Occupational Hygiene

1) Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.

2) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.

3) Contractors must prevent inhalation, ingestion, absorption, and noise induction.

4) Site-specific health risks are tabled in Annexure D such as cement -dust, wood-dust, noise and so on but is not limited to these items.

5) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.

6) In the event where staff is required to be away from home due to the work they have to perform on behalf of the Contractor, the Contractor will provide suitable clean dry and hygienic accommodation, the cost thereof shall be borne by the Contractor.

2.8.2 Environmental Management

1) The Contractor shall take all precautionary steps to prevent any pollution of the Environment.

2) Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.

3) The Contractor will ensure that adequate procedures are implemented and maintained to ensure that all waste generated including asbestos waste is placed in suitable receptacles and removed from the site promptly.

4) Plans to deal with spillages must be in place and maintained.

5) No waste materials liquid or solid may be disposed of in drains.

6) No burning of waste material may take place where such material being burned may result in pollution of the air or give off toxic vapors which could be harmful to the health of employees or any other person present on site.

2.8.3 Welfare Facilities

1) Contractors will supply sufficient toilets (1 toilet per 30 workers). Toilets will be so positioned that it is in close proximity of the workers. If more toilets are required contractors must make provision for this.

2) Showers (1 for every 15 workers).

3) Changing facilities.

4) Hand washing facilities, soap, toilet paper, and hand drying materials.

5) Waste bins must be strategically placed and emptied regularly.

6) Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment.

7) Workers must not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.8.4 Alcohol and other Drugs

1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.

2) No person may be under the influence of alcohol or any other drugs while on the construction site.

3) Any person on prescription drugs must inform his/her Employer, who shall in turn report this to the Principal Contractor forthwith.

4) Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.

5) 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. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

2.9 Electrical fencing.

1) Contractor must comply with sect 12, 13 and 14 of the Electrical Machinery Regulations.

ANNEUXRE A

The Contractor must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction/Building Work	Complete Annexure 2 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Persons	All relevant appointments as per OHS Act, Con Regs and Annexure B	Together with SHE Plan
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with SHE Plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	Construction Reg and Client Requirement	Together with SHE Plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with SHE Plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with SHE Plan
2.3.7	Initial Hazard Identification and Risk Assessment	Construction Regs.	Together with SHE Plan

ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment or as deemed necessary: (further appointments could become necessary as the project progresses)

Appointment	OHSA Reference	Requirement abbreviated
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person
Construction Manager	CR 8(1)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Construction Work Supervisor	CR 8(7)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 8(8)	A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.
Health and Safety Officer	CR 8(5)	A competent Health and Safety officer in the control of all safety related aspects on site for the duration of the repair phase of this project.
Health & Safety	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident /Accident Investigator	GAR 8	A competent person(s) to investigate incidents/accidents on site and could be: • The employer • H&S Representative • Designated person • Members of the H&S Committee
Risk Assessment Co-ordinator	CR 9	A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall Protection Plan Co-ordinator	CR 10	A competent person(s) to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person(s) to address all on site first aid cases.
Lifting Machine & Equipment inspector	DMR 18	A competent person(s) to inspect lifting machines, equipment & tackle.
Scaffolding Erector	CR 16.1	A competent person(s) to erect scaffolding
Scaffolding Inspector	CR 16.2	A competent person(s) to inspect scaffolding before use and every time after bad weather etc
Temporary Works	CR 12	A competent person(s) to inspect formwork & support work
Excavation Inspector	CR 13	A competent person(s) to inspect excavation work and ensure that approved safe working procedures, are followed at all times

Ladder Inspector	GSR 13A	A competent person(s) to inspect monthly and ensure they are safe for use, keeping monthly record
Stacking Supervisor	CR 28	A competent person(s) to supervise all stacking and storage operations
Demolition Supervisor	CR 14(1)	A competent person(s) to supervise all demolition work
Explosive Powered Tools Inspector/Supervisor	CR 21	A competent person(s) to inspect & clean the tool daily and controlling all operations thereof.
Temporary Electrical Installations Supervisor	CR 24	A competent person(s) to control all temporary electrical installations.
Construction vehicles and Mobile Plant Supervisor.	CR 23(1)(k)	A competent person to inspect vehicles and plant on a daily basis prior to use and record such finding in register.
Fire-Fighting Equipment Inspector	CR 29	A competent person(s) to inspect fire-fighting equipment with required training certificate.

OTHER REQUIREMENTS

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly which ever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: • Incidents/accidents and investigations • Non conformances by employees & External H&S audit reports	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. Numbers	
Risk assessment	Continuous	Documented risk assessment	
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 & daily	Report OHS Act compliance: • Scaffolding • Excavations • Formwork & support work • Explosive tools	
General Inspections	Monthly	• Fire fighting equipment • Portable electrical equipment • Ladders • Lifting equipment/slings	

What	When	Output	Accepted by Client & date
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' Workman's Compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatory's	

ANNEXURE D

Project/site Specific Requirements

The following is a list of activities and considerations that have been identified for the project and site and for which the Risk Assessment, Standard Working Procedures (SWP), management and control measures and Method Statements
(where necessary) have to be developed by the Principal Contractor.

- Demolition work
- Creating openings in walls
- Preparation of paint surfaces
- Painting of walls
- Working with cement products
- Dust
- Metal/Steel work
- Exposure to noise
- Establishment of site office
- Locating of existing services
- Loading and offloading of trucks
- Aggregate/sand and other material delivery
- Protection against dehydration and heat exhaustion
- Manual and mechanical handling
- Lifting and lowering operations.
- Use of Potable electrical Equipment
  - Angle grinder
  - Electric Drilling Machine
  - Skill Saw
- Use and storage of flammable liquids and other Hazardous substances
- Site works
- Excavations
- Electrical installation work
- Mechanical works
- Working in the vicinity of the public, inmates (prisoners) and staff of the client
- Working at heights
- Working with construction machinery and plant
- Persons working in close vicinity of construction machinery and plant.
- Working with asbestos products i.e. gutters, down pipes, insulation etc.
- Hot works i.e. welding, flame cutting etc.

NOTE:

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

NB:-

Although some of the work related to health and safety work is mentioned /noted in certain measured items in the bill of quantities it is still the contractor's responsibility to allow in his tender price for all work related to health and safety and the requirements as per this Health and Safety Specification

PRICING SCHEDULE/ BILLL OF QUANTITIES

Bid no: BL24/006

Bid/ Project Description: XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

See attached

BILL OF QUANTITIES (BOQ)

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

Address: Private Bag X 20605 BLOEMFONTEIN 9300
Website: www.publicworks.gov.za; Email: mashaile.mokhatla@dpw.gov.za; Tel: (051) 408-7361

TENDER NO: BL24/006

XHARIEP DISTRICT
36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

BILL OF QUANTITIES 1 (YEAR1)

IMPORTANT NOTES TO CONTRACTOR

In addition to the General Conditions of Contract Facilities Management (PA-10 FM) and Special Conditions of Contract, the following notes will be applicable:

1. The contractor must refer and read clauses of both Special Conditions of Contract (SCC), Fire Equipment Scope of Works (FESW), Health and Safety Specifications (H&SS) as indicated in the bill of quantities before pricing.

ITEM	REF:	DESCRIPTION	PERIOD	QTY	UNIT PRICE	AMOUNT
1.	Scheduled Maintenance Services Refer to FESW 3 & SCC 13					
	Perform preventative maintenance actions as specified, inclusive of items in clause 13 of SPECIAL CONDITIONS of contract					
1.1	Yearly servicing of fire extinguishers in XHARIEP DISTRICTS					
1.1.1	FESW 3 & SCC 13	Service: Fire extinguishers (9kg DCP)	01	594		
1.1.2	FESW 3 & SCC 13	Service: Fire extinguishers (4.5kg DCP)	01	212		
1.1.3	FESW 3 & SCC 13	Service: Fire extinguishers (2.5kg DCP)	01	20		
1.1.4	FESW 3 & SCC 13	Service: Fire extinguishers (5/6.8kg CO2)	01	69		
1.1.5	FESW 3 & SCC 13	Service: Fire extinguishers (2kg CO2)	01	43		
1.2	Yearly servicing of fire hose reels and hydrants in XHARIEP DISTRICTS					
1.2.1	FESW 3 & SCC 13	Service: Fire hose reels	01	50		
1.2.2	FESW 3 & SCC 13	Service: Fire hydrants	01	82		
1.3	Yearly servicing of sprinkler systems, fire suppression systems, fire detection and alarm systems in XHARIEP DISTRICTS					
1.3.1	FESW 3 & SCC 13	Service: Sprinkler systems	01	01		
1.3.2	FESW 3 & SCC 13	Service: Fire suppression systems	01	01		
1.3.3	FESW 3 & SCC 13	Service: Fire detection and alarm systems	01	01		
A.	Total: The sum of items (1.1.1 – 1.1.5; 1.2.1 - 1.2.2; 1.3.1 – 1.3.3)				TOTAL	

THE TOTAL AMOUNT MUST BE CARRIED TO DPW-07 (FM)

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

Address: Private Bag X 20605 BLOEMFONTEIN 9300
Website: www.publicworks.gov.za; Email: mashaile.mokhatla@dpw.gov.za; Tel: (051) 408-7361

TENDER NO: BL24/006

XHARIEP DISTRICT
36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

BILL OF QUANTITIES 2 (YEAR 2)

IMPORTANT NOTES TO CONTRACTOR

In addition to the General Conditions of Contract Facilities Management (PA-10 FM) and Special Conditions of Contract, the following notes will be applicable:

1. The contractor must refer and read clauses of both Special Conditions of Contract (SCC), Fire Equipment Scope of Works (FESW), Health and Safety Specifications (H&SS) as indicated in the bill of quantities before pricing.

ITEM	REF:	DESCRIPTION	PERIOD	QTY	UNIT PRICE	AMOUNT
2.	Scheduled Maintenance Services Refer to FESW 3 & SCC 13					
	Perform preventative maintenance actions as specified, inclusive of items in clause 13 of SPECIAL CONDITIONS of contract					
2.1	Yearly servicing of fire extinguishers in XHARIEP DISTRICTS					
2.1.1	FESW 3 & SCC 13	Service: Fire extinguishers (9kg DCP)	01	594		
2.1.2	FESW 3 & SCC 13	Service: Fire extinguishers (4.5kg DCP)	01	212		
2.1.3	FESW 3 & SCC 13	Service: Fire extinguishers (2.5kg DCP)	01	20		
2.1.4	FESW 3 & SCC 13	Service: Fire extinguishers (5/6.8kg CO2)	01	69		
2.1.5	FESW 3 & SCC 13	Service: Fire extinguishers (2kg CO2)	01	43		
2.2	Yearly servicing of fire hose reels and hydrants in XHARIEP DISTRICTS					
2.2.1	FESW 3 & SCC 13	Service: Fire hose reels	01	50		
2.2.2	FESW 3 & SCC 13	Service: Fire hydrants	01	82		
2.3	Yearly servicing of sprinkler systems, fire suppression systems, fire detection and alarm systems in XHARIEP DISTRICTS					
2.3.1	FESW 3 & SCC 13	Service: Sprinkler systems	01	01		
2.3.2	FESW 3 & SCC 13	Service: Fire suppression systems	01	01		
2.3.3	FESW 3 & SCC 13	Service: Fire detection and alarm systems	01	01		
B.	Total: The sum of items (2.1.1 – 2.1.5; 2.2.1 - 2.2.2; 2.3.1 - 2.3.3)				TOTAL	

THE TOTAL AMOUNT MUST BE CARRIED TO DPW-07 (FM)

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

Address: Private Bag X 20605 BLOEMFONTEIN 9300
Website: www.publicworks.gov.za; Email: mashaile.mokhatla@dpw.gov.za; Tel: (051) 408-7361

TENDER NO: BL24/006

XHARIEP DISTRICT
36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

BILL OF QUANTITIES 3 (YEAR 3)

IMPORTANT NOTES TO CONTRACTOR

In addition to the General Conditions of Contract Facilities Management (PA-10 FM) and Special Conditions of Contract, the following notes will be applicable:

1. The contractor must refer and read clauses of both Special Conditions of Contract (SCC), Fire Equipment Scope of Works (FESW), Health and Safety Specifications (H&SS) as indicated in the bill of quantities before pricing.

ITEM	REF:	DESCRIPTION	PERIOD	QTY	UNIT PRICE	AMOUNT
3.	Scheduled Maintenance Services Refer to FESW 3 & SCC 13					
	Perform preventative maintenance actions as specified, inclusive of items in clause 13 of SPECIAL CONDITIONS of contract					
3.1	Yearly servicing of fire extinguishers in XHARIEP DISTRICTS					
3.1.1	FESW 3 & SCC 13	Service: Fire extinguishers (9kg DCP)	01	594		
3.1.2	FESW 3 & SCC 13	Service: Fire extinguishers (4.5kg DCP)	01	212		
3.1.3	FESW 3 & SCC 13	Service: Fire extinguishers (2.5kg DCP)	01	20		
3.1.4	FESW 3 & SCC 13	Service: Fire extinguishers (5/6.8kg CO2)	01	69		
3.1.5	FESW 3 & SCC 13	Service: Fire extinguishers (2kg CO2)	01	43		
3.2	Yearly servicing of fire hose reels and hydrants in XHARIEP DISTRICTS					
3.2.1	FESW 3 & SCC 13	Service: Fire hose reels	01	50		
3.2.2	FESW 3 & SCC 13	Service: Fire hydrants	01	82		
3.3	Yearly servicing of sprinkler systems, fire suppression systems, fire detection and alarm systems in XHARIEP DISTRICTS					
3.3.1	FESW 3 & SCC 13	Service: Sprinkler systems	01	01		
3.3.2	FESW 3 & SCC 13	Service: Fire suppression systems	01	01		
3.3.3	FESW 3 & SCC 13	Service: Fire detection and alarm systems	01	01		
C.	Total: The sum of items (3.1.1 - 3.1.5; 3.2.1 - 3.2.2; 3.3.1 – 3.3.3)				TOTAL	

THE TOTAL AMOUNT MUST BE CARRIED TO DPW-07 (FM)

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

Address: Private Bag X 20605 BLOEMFONTEIN 9300
Website: www.publicworks.gov.za; Email: mashaile.mokhatla@dpw.gov.za; Tel: (051) 408-7361

TENDER NO: BL24/006

XHARIEP DISTRICTS
36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

BILL OF QUANTITIES 4

IMPORTANT NOTES TO CONTRACTOR

In addition to the General Conditions of Contract Facilities Management (PA-10 FM) and Special Conditions of Contract, the following notes will be applicable:

1. The contractor must refer and read clauses of both Special Conditions of Contract (SCC), Fire Equipment Scope of Works (FESW), Health and Safety Specifications (H&SS) as indicated in the bill of quantities before pricing.

ITEM	REF:	DESCRIPTION	QTY	RATES YEAR-1	RATES YEAR-2	RATES YEAR-3	AMOUNT
4.		**Non-Scheduled Maintenance Work: Refer to SCC 14**					
4.		**Material Rates**					
4.1		**Rates for refilling/ recharging of fire extinguishers**					
4.1.1	SCC 14	Refill of 9kg DCP fire extinguisher	01				
4.1.2	SCC 14	Refill of 4.5kg DCP fire extinguisher	01				
4.1.3	SCC 14	Refill of 2.5kg DCP fire extinguisher	01				
4.1.4	SCC 14	Refill of 5/ 6.8 kg CO2 fire extinguisher	01				
4.1.5	SCC 14	Refill of 2kg CO2 fire extinguisher	01				
4.2		**Rates for replacing of fire extinguishers and accessories**					
4.2.1	SCC 14	Replace 9kg DCP fire extinguisher	01				
4.2.2	SCC 14	Replace 4.5kg DCP fire extinguisher	01				
4.2.3	SCC 14	Replace 2.5kg DCP fire extinguisher	01				
4.2.4	SCC 14	Replace 5kg CO2 fire extinguisher	01				
4.2.5	SCC 14	Replace 6.8kg CO2 fire extinguisher	01				
4.2.6	SCC 14	Replace 2kg CO2 fire extinguisher	01				
4.2.7	SCC 14	Replace fire extinguisher backing board with bracket	01				
4.2.8	SCC 14	Replace fire extinguisher box	01				
4.3		**Rates for replacing of fire hose reels and hydrants**					
4.3.1	SCC 14	Replace fire hose reel	01				
4.3.2	SCC 14	Replace fire hose reel cabinet	01				
4.3.3	SCC 14	Replace fire hydrant head	01				
4.3.4	SCC 14	Replace lay flat hydrant hose	01				
4.3.5	SCC 14	Replace fire hydrant cabinet	01				

THE TOTAL AMOUNT MUST BE CARRIED TO DPW-07 (FM)

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

Address: Private Bag X 20605 BLOEMFONTEIN 9300
Website: www.publicworks.gov.za; Email: mashaile.mokhatla@dpw.gov.za; Tel: (051) 408-7361

TENDER NO: BL24/006

XHARIEP DISTRICTS
36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

BILL OF QUANTITIES 5

IMPORTANT NOTES TO CONTRACTOR

In addition to the General Conditions of Contract Facilities Management (PA-10 FM) and Special Conditions of Contract, the following notes will be applicable:

1. The contractor must refer and read clauses of both Special Conditions of Contract (SCC), Fire Equipment Scope of Works (FESW), Health and Safety Specifications (H&SS) as indicated in the bill of quantities before pricing.

ITEM	REF:	DESCRIPTION	UNIT/ RATE/ Period	UNIT PRICE YEAR 2	UNIT PRICE YEAR 2	UNIT PRICE YEAR 3	AMOUNT
5.	**Non-Scheduled Maintenance Services (Refer to SCC 14)**						
5.1	SCC 14.4 &14.6	**Labour rates (Normal hours)**					
5.1.1		Labour for Qualified Fire Technician	R/Hr				
5.1.2		Labour for Qualified Electrician	R/Hr				
5.1.3		Labour for Assistant/ General Worker	R/Hr				
5.2	SCC 14.5 &14.6	**Labour rates (After hours)**					
5.2.1		Labour for Qualified Fire Technician	R/Hr				
5.2.2		Labour for Assistant/ General Worker	R/Hr				
6.	**Travelling Rates**						
6.1	SCC 14.7 &14.8	Transport Rate	R/Km				
7.							
7.1	SCC 9.5(h)	Supply electrical certificate of compliance per work carried out.	01				

ITEM	REF:	DESCRIPTION	PERIOD	QTY	UNIT PRICE	AMOUNT
8.	**Provision for Unscheduled Maintenance Works (Labour, Material and Transport)**					
8.1	SCC 14	Provisional amount for Labour, Material and Transport	3		R139 067.54	R 377 462.61
8.2	SCC 14.9	Material Mark-up		25%		
9.	**Health and Safety Costs refer to SCC 28 and H&SS Part 6 of tender document.**					
9.1	SCC 28	Health and Safety plan/ file.		01		
D.	**Total: The sum of items (8.1 and 9.1)**				**TOTAL**	

THE TOTAL AMOUNT MUST BE CARRIED TO DPW-07 (FM)

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

Address: Private Bag X 20605 BLOEMFONTEIN 9300
Website: www.publicworks.gov.za; Email: mashaile.mokhatla@dpw.gov.za; Tel: (051) 408-7361

TENDER NO: BL24/006

XHARIEP DISTRICTS
36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

BILL OF QUANTITIES (SUMMARY)

IMPORTANT NOTES TO CONTRACTOR

In addition to the General Conditions of Contract Facilities Management (PA-10 FM) and Special Conditions of Contract, the following notes will be applicable:

1. The contractor must refer and read clauses of both Special Conditions of Contract (SCC), Fire Equipment Scope of Works (FESW), Health and Safety Specifications (H&SS) as indicated in the bill of quantities before pricing.

NB: The Sub Total must be equal to sum of Items (A, B, C and D)

ITEM	DESCRIPTION:	AMOUNT
A.	BILL OF QUANTITIES 1 (YEAR1)	
B.	BILL OF QUANTITIES 2 (YEAR2)	
C.	BILL OF QUANTITIES 3 (YEAR3)	
D.	BILL OF QUANTITIES 5	
SUM OF ITEMS (A, B, C and D)	SUB TOTAL	
	(If registered as VAT vender) VAT @ 15%	
SUM OF ITEMS (SUB TOTAL and VAT)	TOTAL OFFER	

THE TOTAL AMOUNT MUST BE CARRIED TO DPW-07 (FM)

DRPW – 03 (EC) TENDER DATA

Bid no: BL24/006

Bid/ Project Description: XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS

Paste Tender Data here

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[3] in the enterprise, employed by the state?

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

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

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

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

.....

3. DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[4] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____
(project description as per Tender Document)

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

_____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			

Note:

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

ENTERPRISE STAMP

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

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

_____

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

   _____

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

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

   _____

   _____

   (project description as per Tender Document)

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

1 *Mr/Mrs/Ms: _____

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

   and who will sign as follows:

   _____

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

2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

3 The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

   Physical address: _____

   _____ Postal Code _____

Postal Address: _____

_____Postal Code_____

Telephone number: _____ Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ *(place)*

on _____*(date)*

RESOLVED that:

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

_____

_____

(project description as per Tender Document)

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

B. Mr/Mrs/Ms:_____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____Postal Code _____

Postal Address: _____

_____

_____Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

	Name	Capacity	Signature
1			

	Name	Capacity	Signature
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			

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

Note:

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

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	**XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS**		
Tender / Quotation no:	**BL24/006**	**Reference no:**	**BLM-59**

Date Bid Briefing Meeting: N/A

Time of Bid Briefing Meeting: N/A

Venue: Indicate

This is to certify that I,_____

representing _____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	**XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS**		
Tender / Quotation no:	**BL24/006**	**Reference no:**	**BLM-59**

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: BL24/006
Name of Tenderer ..... ☐ **EME**[2] ☐ **QSE**[3] ☐ **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 / under developed area/township	Indicate if military veteran
1.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.			☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No

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

[2] EME: Exempted Micro Enterprise
[3] QSE: Qualifying Small Business Enterprise

1. DECLARATION:

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

1 The information and particulars contained in this Affidavit are true and correct in all respects;

2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2022, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;

3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;

4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;

5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	**Signature**	**Date**

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	**XHARIEP DISTRICT: 36 MONTHS PREVENTATIVE MAINTENANCE OF FIRE EQUIPMENT IN STATE BUILDINGS**		
Tender / Quotation no:	**BL24/006**	**Closing date: Tuesday, 04 June 2024**	**Time: 11H00**

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

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

1.1. Current projects

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

1.2. **Completed projects**

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

Name of Tenderer	Signature	Date

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

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

1.5 Breakdown Allocation of Specific Goals Points

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

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

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. **POINTS AWARDED FOR PRICE**

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

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

80/20 or 90/10

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs

1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

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

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

☐ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ Black Designated Group Owned % Breakdown as per the definition stated above:

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

☐Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____/_____/_____ the annual Total
Date/ month / year
Revenue was R10, 000,000.00 (Ten Million Rands) or less

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

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

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

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

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oaths

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

I hereby declare under Oath that:

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

☐ The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

☐ Black Designated Group Owned % Breakdown as per the definition stated above:

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

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

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

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

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

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

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

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES

(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)

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

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

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

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

o Black Youth % _____%

o Black Disabled % _____%

o Black Unemployed % _____%

o Black People living in Rural areas % _____%

o Black Military Veterans % _____%

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

day *month* *year*

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

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

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

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

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

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

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

FACILITIES MANAGEMENT CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

1. *DEFINITIONS*

1.1. *The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:*

1.1.1. *"Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.*

1.1.2. *"Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;*

1.1.3. *"Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;*

1.1.4. *"Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;*

1.1.5. *"Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;*

1.1.6. *"Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;*

1.1.7. *"Contract Period" is from Commencement Date for the period stated in the Contract Data;*

1.1.8. *"Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions there from as may be made from time to time under the provisions of the Contract;*

1.1.9. *"Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;*

1.1.10. *"CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;*

1.1.11. *"Day" means a calendar day;*

1.1.12. *"Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;*

1.1.13. *"Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;*

1.1.14. *"Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;*

1.1.15. *"Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;*

1.1.16. *"Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;*

1.1.17. *"Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.*

1.1.18. *"Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;*

1.1.19. *"Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;*

1.1.20. *"Parties" means the Employer and the Service Provider;*

1.1.21. *"Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;*

1.1.22. *"Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;*

1.1.23. *"Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;*

1.1.24. *"Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;*

1.1.25. *"Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;*

1.1.26. *"Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;*

1.1.27. *"Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.*

2. *INTERPRETATION*

2.1. *In this Contract, except where the context otherwise requires:*

2.1.1 *The masculine includes the feminine and the neuter, vice versa;*

2.1.2 *The singular includes the plural; and vice versa*

2.1.3 *Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.*

2.2. *The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.*

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

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

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

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

3. *DURATION*

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

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

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

4. *RIGHTS AND OBLIGATIONS OF THE EMPLOYER*

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

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

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

5. *RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER*

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

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

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

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

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

5.6. *The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.*

5.7. *The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.*

5.8. *During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.*

5.9. *Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.*

6. *SERVICE MANAGER*

6.1. *The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.*

6.2. *The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.*

6.3. *Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.*

6.4. *The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.*

7. *SECURITY*

7.1. *The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.*

7.2. *Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).*

8. *SECURITY CLEARANCE*

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

8.2. *It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.*

9. *CONFIDENTIALITY*

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

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

9.1.1 *the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof , either in whole or in part; and/or*

9.2.1 *the Employer shall be entitled to cancel the Contract*

9.2. *The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:*

9.2.1 *employees, officers and directors of the Service Provider; and*

9.2.2 *any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.*

9.3. *The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.*

9.4. *The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.*

10. *AMBIGUITY IN DOCUMENTS*

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

11. *INSURANCES*

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

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

12.1. *The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).*

12.2. *The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data*

12.3. *Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.*

12.4. *The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.*

12.5. *If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.*

13. *PROGRAMME*

13.1. *The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.*

13.2. *The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.*

13.3. *A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.*

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

14. *SUBCONTRACTING*

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

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

15. *INTELLECTUAL PROPERTY RIGHTS INDEMNITY*

15.1. *The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.*

15.2. *The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.*

16. *COMPLIANCE WITH LEGISLATION*

16.1. *This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.*

16.2. *All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.*

16.3. *Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.*

16.4. *The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.*

16.5. *It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.*

16.6. *The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.*

17. *REPORTING OF INCIDENTS*

17.1. *In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.*

17.2. *The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.*

17.3. *The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.*

17.4. *The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.*

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

18. *NUISANCE*

18.1. *The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.*

18.2. *The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.*

19. *MATERIALS, WORKMANSHIP AND EQUIPMENT*

19.1. *All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.*

19.2. *The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.*

19.3. *The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.*

19.4. *All costs for tests carried out shall be deemed to be included in the Service Provider's prices*

19.5. *Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.*

20. *URGENT WORK*

20.1. *The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to no act or omission on the part of the Service Provider.*

20.2. *If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.*

20.3. *If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.*

20.4. *If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.*

21. *INDEMNIFICATIONS*

21.1. *The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:*

21.1.1 *personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;*

21.1.2 *loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;*

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

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

22. *VARIATIONS*

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

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

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

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

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

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

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

23. *IDENTIFIED PROJECTS*

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

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

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

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

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

(a) describe the services/works required to be executed by the Service Provider under the Identified Project;

(b) state the due commencement and completion dates of the relevant Identified Project;

(c) state the total cost of the relevant Identified Project as agreed to between the Parties; and

(d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

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

23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.

23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.

23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.

23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.

23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.

23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.

23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. *SUSPENSION OF THE SERVICES*

24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.

24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

25. *PENALTY FOR NON-PERFORMANCE*

25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,

25.1.1 delays in performing any of the Services;

25.1.2 fails to perform any of the Services;

25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.

25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.

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

26. *PAYMENTS*

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

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

26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;
26.2.2 adjustments in terms of the pricing data;

26.2.3 additional work rendered by the Service Provider;

26.2.4 CPAP adjustment where stated in the Contract Data; and

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

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

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

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

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

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

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

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

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

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

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

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

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

27. *RELEASE OF SECURITY*

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

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

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

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

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

27.3 *If the form of security selected is:*

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

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

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

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

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

28. *OVERPAYMENTS*

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

29. *COMPLETION*

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

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

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

29.3.1 The Guarantee shall be returned, if applicable.

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

30. *ASSIGNMENT*

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

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

31. *INDULGENCES*

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

32. *OWNERSHIP AND PUBLICATION OF DOCUMENTS*

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

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

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

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

32.5 *The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of*

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

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

33. *BREACH OF CONTRACT*

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

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

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

33.1.3 To suspend further payments to the Service Provider;

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

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

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

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

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

34. *STOPPAGE AND/OR TERMINATION OF CONTRACT*

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

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

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

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

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

34.2.4 *if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;*

34.2.5 *if the Service Provider informs the Employer that it is incapable of completing the Services as described; or*

34.2.6 *if in the opinion of the Employer the Service Provider acted dishonestly;*

34.3 *The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.*

34.4 *Further, the Contract shall be considered as having been terminated:*

34.4.1 *where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or*

34.4.2 *if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.*

34.5 *Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:*

34.5.1 *The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.*

34.5.2 *Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.*

34.5.3 *The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.*

35. *DISPUTE RESOLUTION*

35.1 *In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.*

35.2 *If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.*

35.3 *The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.*

35.4 *Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.*

35.5 *The Parties shall appoint the mediator within 21 days of agreeing to mediate.*

35.6 *On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.*

35.7 *If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.*

35.8 *If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.*

35.9 *If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.*

35.10 *Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.*

36. *GENERAL*

36.1 *This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.*

36.2 *The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.*

37. *DOMICILIUM CITANDI ET EXECUTANDI*

37.1 *The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parities in the Contract Data.*

37.2 *Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.*

37.3 *Any notice in terms of the conditions of the Agreement must either be:*

37.3.1 *delivered by hand during normal business hours of the recipient; or*

37.3.2 *sent by prepaid registered post to the address chosen by the addressee.*

37.4 *A notice in terms of the provisions of this Agreement shall be considered to be duly received:*

37.4.1 *if hand-delivered on the date of delivery;*

37.4.2 *if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.*

37.5 *Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.*

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