



DEPARTMENT OF WATER AND SANITATION

DUE AT 11:00 ON

CLOSING DATE: 18 SEPTEMBER 2026

***Bids to be submitted to the Tender Box before 11:00, bids not submitted in the tender box will not be accepted.**

WTE-2625ES

RODENT CONTROL AND TERMITE TREATMENT AT MIDMAR OFFICE COMPLEX UNDER EASTERN OPERATIONS

SUBMIT BID DOCUMENTS TO:

POSTAL ADDRESS:

DEPT OF WATER AND SANITATION
SUPPLY CHAIN MANAGEMENT OFFICE
PRIVATE BAG X 24
HOWICK, 3290

OR

TO BE DEPOSITED IN:

DEPT OF WATER AND SANITATION
THE BID BOX AT THE ENTRANCE
GATE OF MIDMAR DAM
R103 PROSPECT ROAD
MIDMAR DAM
HOWICK, 3290

***Please do not address your parcel to an official if you are making use of a delivery company.
Clearly state: Tender Box**

Compulsory Briefing Session

Date: 07 SEPTEMBER 2026

Time: 11:00am

Venue: Department of Water and Sanitation, Midmar Dam Entrance

BIDDER: (Company Address OR Stamp)

**COMPILED BY:
DEPARTMENT OF WATER AND SANITATION**



DEPARTMENT OF WATER AND SANITATION

DOCUMENTS THAT ARE RELATED TO TENDER/QUOTATION			
Doc No	DOCUMENT	Page No	
T1	TENDERING PROCEDURES	T1	
T1.1	INSTRUCTION TO BIDDERS	T1.1	
T1.2	EVALUATION CRITERIA	T1.2	
T1.3	LIST OF RETURNABLE DOCUMENTS AND SCHEDULES	T1.3	
T1.4	INVITATION TO BIDS	T1.4	
T2	RETURNABLE DOCUMENTS AND SCHEDULES	T2	
C1	CONTRACT DATA		
C1.1	GENERAL CONDITIONS OF CONTRACT	C1.1	
C2	PRICING DATA	C2	
C2.1	PRICING INSTRUCTIONS	C2.1	
C2.2	BILL OF QUANTITIES	C2.2	
C3	SCOPE OF WORK	C3	
C3.1	TECHNICAL SPECIFICATIONS	C3.1	
C4	ANNEXURES	C4	
C4.1	SITE INSPECTION CERTIFICATE	C4.1	
C4.1	OCCUPATION HEALTH AND SAFETY SPECIFICATION	C4.1	

T1 TENDERING PROCEDURES

T1.1 INSTRUCTIONS TO BIDDERS

1. ISSUING OF DOCUMENTS

- (a) A complete sets of bid documents are issued to a prospective Bidder.
- (b) Bidders must satisfy themselves that the document is complete and conform to the index of this document. Should any figures or writing be indistinct or should any pages be missing from this document or should this document or the drawing(s) contain any obvious errors, the Bidders must immediately notify the Department in order to have any discrepancy rectified or clarified before submitting his bid. Such clarification will be valid only if made by the Department by means of formal amendment as described hereunder prior to the date of submission of bids. The Department may issue amendments to clarify or modify the Bid Documents. A copy of each amendment will be issued to each bidder and shall be acknowledged on the form issued with the amendments. No claim whatsoever will be entertained for faults in the bid price resulting from the above-mentioned discrepancies.
- (c) No alterations, omissions or additions shall be made to this document, but should it be deemed necessary to do so, the Bidder is at liberty to qualify his bid.
- (d) All Bidders shall be deemed to have waived, renounced and abandoned any conditions printed or written upon any stationery used by them for the purpose of or in connection with the submission of bids which are in conflict with the conditions laid down in this document.
- (e) Each page of the completed document that will be submitted should be initialled by the Bidder at the bottom of the page.

2. QUERIES WITH RESPECT TO THIS BID

Queries of a specific technical nature may be discussed personally or telephonically with **Mr. Nirdosh Punchum** at **0332391266** / punchumn@dws.gov.za or may be directed in writing to: The Director: Eastern Operations, Department of Water and Sanitation, Private bag X24, Howick.

3. COMPLETION OF BIDS

- (a) The bid must be signed on the Invitation to Bid form (SBD 1) annexed hereto with all blanks in the bid and the appendix filled in.
- (b) All spaces in the bid forms and other annexures shall be completed in full.
- (c) **SBD 3.1 in the bid document and the Pricing Schedule must be fully completed and priced out by the bidder. Failure to do so will deem your bid invalid.**
- (d) The bid documents shall not be separated in any way nor must any pages be detached from the original documents.

4. SUBMISSION OF BIDS

The Bid Document shall be completed, signed and submitted as follows:

- (a) The original Bid, together with a covering letter and supporting documents, shall be sealed in an envelope endorsed:

ORIGINAL BID FOR WTE-2625ES: MOC TERMITE TREATMENT AND RODENT CONTROL

- (b) Bids sealed and endorsed as above, will be received by: The Supply Chain Management Office or may be deposit in the bid box at the entrance of **Department of Water and Sanitation, R103 Prospect Road, Howick** and not later than **11:00** on the date stipulated on the front cover of this document.

5. SIGNATURE ON BIDS

The Bid, if by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and **proof of such authority must be produced**. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.

The successful bidder will be required to submit a "Letter from the manufacturer" confirming the supply arrangement within 14 days after the approval of the bid.

If the bid is submitted by joint venture of more than one person and/or Companies and/or firms it shall be accompanied by the following:

- (a) The original or a notarially certified copy of the original document under which such joint venture was constituted which must define precisely inter alia the conditions under which the joint venture will function, its period of duration and the participation of the several constituent persons and/or companies and/or firms.
- (b) A certificate signed by or on behalf of each participating person and/or company and/or firm authorising the person who signed the bid to do so.

6. GENERAL CONDITIONS OF CONTRACT

The General Conditions of Contract, as attached shall be regarded as an integral part of the contract documents.

7. PERIOD OF VALIDITY OF QUOTATIONS AND WITHDRAWAL AFTER CLOSING DATE

All quotations shall remain valid for a period of **one hundred and twenty days (120)** after the closing time and date set.

8. TELEGRAPHIC BIDS

No bid forwarded by telegram, telex, facsimile, e-mail or similar apparatus will be considered.

9. THE DEPARTMENTS RIGHT TO DECLINE ANY BID

The Department does not bind itself to accept the lowest or any bid. Bids not complying with the above-mentioned requirements and specifications may be regarded as incomplete and may not be considered.

10. ACCEPTANCE OR REJECTION

Quotations may be rejected if they show any departure from the conditions or specifications contained in the quotation documents or are incomplete in any way. The employer **does not bind him** to accept the lowest or any quotation and reserves the right to accept any quotation he may deem expedient, nor will he assign any reason for the acceptance or rejection of any quotation.

11. DEPARTMENT NOT LIABLE FOR BIDDER'S EXPENSES

The Department will not be held liable for any expenses incurred in preparing and submitting bids.

12. PAYMENTS UNDER THE CONTRACT

All payments due to the Bidder in terms of the contract will be done by means of Electronic Fund Transfer. The evaluation committee will be following a phased approach during evaluation.

T1.2 EVALUATION CRITERIA

DWS will evaluate all proposals according to the preferential Procurement Regulations 2022 and submissions will be adjudicated on 80/20 system and the evaluation criteria. Four phase evaluation will be considered in evaluating the bid. Upon receipt of the proposals, the evaluation criteria shown below will be used to select a suitable bidder.

The evaluation process includes the following phases:

- Phase 1: Mandatory Compliance
- Phase 2: Technical Compliance
- Phase 3: Administration Compliance
- Phase 4: Price and Specific Goals (80/20) preferential system)

Phase 1: Mandatory Compliance

Failure to submit any of the documents listed below will render your bid non-responsive and the bid will be disqualified.

No	Criteria	Yes	No
1	Attendance of compulsory briefing session and service provider to sign the attendance register during the briefing session		
2	SBD3.1 (fully completed and signed)		
3	Bill of Quantities (fully completed and signed)		

Phase 2: Technical Compliance

Compliance requirements:

Full compliance to the technical requirements by indicating compliance or non-compliance as per specification spread sheets (table). Bidders must indicate compliance by means of a (Yes) and non-compliance by means of a (No).

A bidder who fails to comply with the below requirements in full will be considered non-responsive and may be disqualified from further evaluation.

Criteria	Sub-Criteria	COMPLY YES/NO	
		Yes	No
Team Capability	Demonstrated skills and experience of key personnel assigned to the project.		
	• Organogram showing project personnel. • Registered Pest Control Operator (PCO) certificates relevant to rodent and termite control. • Valid pest control registration with the relevant authority.		
Proposed Treatment and Maintenance Programme	Detailed plan for implementation and monitoring.		
	• Termite treatment programme and application schedule. • Monitoring and inspection frequencies. • Follow-up treatment requirements. • Reporting milestones and maintenance intervals.		

Past Relevant Work Experience	Demonstrated experience on similar projects. • Minimum one (1) award letter or purchase order for rodent and/or termite control services. • Corresponding completion certificate or reference letter. • Verifiable contact details of previous clients.		
Methodology	Detailed Method Statement covering: • Site inspection and pest identification procedures. • Treatment methodology for rodents. • Treatment methodology for termites. • Chemicals/products proposed for use. • Placement and management of bait stations/traps. • Monitoring and reporting procedures. • Emergency response procedures for infestations.		

Phase 3: Administrative Compliance

Bidders are required to comply with the following listed below.

No	Criteria	Yes	No
1.	Companies must be registered with National Treasury's Central Supplier database must submit CSD report. Provide MAAA number on SBD1.		
2.	Tax compliant with SARS (to be verified through CSD and SARS). Attach Tax Compliant status PIN page.		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC). Attach copy of Bidder's CIPC/CIPRO certificate.		
4	A valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals).		
5	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No 130 of 1993 and or third parties' insurance registered with Financial Service Board (COIDA).		
6	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a company, it must be signed by a person duly authorised thereto by a Resolution of a board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.		
7	Complete, sign, submit SBD1, SBD3.1, SBD4, SBD6.1		

PHASE 4: PRICE AND SPECIFIC GOALS

The 80/20-point system will be used in evaluating all proposals.

Evaluation element	Weighting (Points)
SPECIFIC GOALS	20
PRICE	80
Total	100

Price

A maximum of 80 points are allocated for price on the following basis

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

Where:

P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 $P_{\min}$ = Comparative price of lowest acceptable bid

Preference Point System (Specific Goals)

SPECIFIC GOALS	NUMBER OF POINTS TO BE ALLOCATED
Women	5
People with disability	5
Youth (35 and below)	5
Location of enterprise (Province)	2
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	3
Total points for SPECIFIC GOALS	20

Documents requirement for verification of points allocation:

Procurement Requirement	Required Proof Documents
Women	Full CSD Report
Disability	Full CSD Report
Youth	Full CSD Report
Location	Full CSD Report
B-BBEE status level contributors from level 1 to 2 which are QSE or EME	Valid BBEE certificate/sworn affidavit Consolidated BEE certificate in cases of Joint Venture Full CSD Report

The definition and measurement of the goals above is as follows:

Women, disability, and youth:

This will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets this criterion. E.g., Company A has five shareholders each of whom own 20% of the company. Three of the five shareholders meet the criterion, i.e. they are women/disability/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Location of enterprise

Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to obtain the points.

B-BBEE status level contributors from level 1 to 2 which are QSE or EME

Measured in terms of normal BBEE requirements.

Note: Formula for calculating points for specific goals

Preference points for entities are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise.

The following formula is prescribed:

$$PC = \frac{Mpa \times P\text{-own}}{100}$$

Where

PC = Points awarded for specific goal
Mpa = The maximum number of points awarded for ownership in that specific category
P-own = The percentage of equity ownership by the enterprise or business

Should you require any further information in this regard, please do not hesitate to contact:

Name:	Nirdosh Punchum
Tel:	033 2391266
Mobile:	060 5874655
Email:	punchumn@dws.gov.za

T1.3 LIST OF RETURNABLE DOCUMENTS AND SCHEDULES

a) SBD Forms to be completed and signed

The Bidder must complete and attach the following Returnable Documents:

- | | | |
|--------|--|--------------------------|
| SBD1 | Invitation to Bid | ☐ |
| SBD3.1 | Pricing Schedule – Firm Prices | ☐ |
| SBD4 | Declaration of Interest | ☐ |
| SBD6.1 | Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022 | ☐ |

b) Returnable Schedules required for Bid Evaluation purposes

- | | | |
|----|---|--------------------------|
| A: | Certificate of attendance of briefing session | ☐ |
| B: | Bill of Quantities (BOQ) | ☐ |

c) Other Documents required for Bid Evaluation purposes

- | | | |
|----|--|--------------------------|
| 1: | Company/business registration certificate (CK) issued by the Commissioner of Companies & Intellectual Property Commission (Joint Ventures/Close Corporation/Partnership/Company/Sole Proprietor) | ☐ |
| 2: | An original valid Tax Clearance Certificate issued by the South African Revenue Services. | ☐ |
| 3: | Certified copies of Identity Documents of shareholders | ☐ |
| 4: | B-BBEE Status Level Verification Certificate or Sworn Affidavit | ☐ |
| 5: | Letter of Authority indicating the person who will be authorized to sign bidding documents and contract on behalf of bidder | ☐ |
| 6: | General condition of a contract, signed | ☐ |
| 7: | CSD Reports (comprehensive) | ☐ |
| 8: | Check list of returnable documents | ☐ |

SBD 1 PART A: INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	WTE-2625ES		CLOSING DATE: 18 SEPTEMBER 2026		CLOSING TIME: 11:00am
DESCRIPTION	MOC: RODENT CONTROL AND TERMITE TREATMENT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE BID BOX AT THE ENTRANCE OF WATER AND SANITATION – MIDMAR DAM					
R103 PROSPECT STREET					
HOWICK, 3290					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Gerda Lamprecht		CONTACT PERSON	Mr. N. Punchum	
TELEPHONE NUMBER	033 239 1903 / 082 600 3590			033 239 1266 / 060 587 4655	
E-MAIL ADDRESS	lamprechtg@dws.gov.za		E-MAIL ADDRESS	punchumn@dws.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] ☐ Yes ☐ No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

SBD 3.1

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....

Bid number: WTE-2625ES

Closing date: 18 SEPTEMBER 2026

Closing Time 11:00

OFFER TO BE VALID FOR **120 DAYS** FROM THE CLOSING DATE OF BID.

ITEM NO.	DESCRIPTION OF GOODS	UNIT	QTY	UNIT PRICE (To be filled by the bidder)	BID PRICE (To be filled by the bidder)
1	Contractual Requirements	Sum	1		
2	Provision of Facilities on site	Sum	1		
3	General responsibilities and other Fixed-charge obligations	Sum	1		
4	SECTION OHSA 193 SAFETY SPECIFICATION	Sum	1		
5	Area to be covered at Workshop and stores	m ²	14853		
6	Area to be covered at office complex	m ²	30359		
7	Transport costs	Km			
8	Labour Costs	Sum	1		
9	Chemical costs	Sum	1		
SUB-TOTAL (VAT EXCLUSIVE)					
15% VAT					
TOTAL BID PRICE					

- **Required by:** EASTERN OPERATIONS
- **Att:** SUPPLY CHAIN MANAGEMENT
- **Brand and model**
- **Country of origin**
- **Does the offer comply with the specification(s)?** *YES/NO
- **If not to specification, indicate deviation(s)**
- **Period required for delivery**
*Delivery: Firm/not firm
- **Delivery basis**

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

**** “all applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

***Delete if not applicable**



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 interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

2.2 Do you, or any person connected with the Bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

2.3 Does the Bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The Bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

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

- 3.5 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.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD 6.1

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 To be completed by the organ of state

- a) The applicable preference point system for this tender is the **80/20** preference point system.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a 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).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20 or

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest 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 below 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 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 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
Women Ownership	5	
Disability Ownership	5	
Youth Ownership	5	
Location of enterprise (local equals province) KZN	2	
B-BBEE status level contribution from level 1 to 2 which are QSE or EME	3	

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:

.....

.....

.....



C1: CONTRACT DATA

C1.1 GENERAL CONDITIONS OF CONTRACT



C2. PRICING DATA

C2.1 BILL OF QUANTITIES: RODENT CONTROL AND TERMITE TREATMENT AT MIDMAR DAM

Contract No.WTE-2625ES:
Pricing Data - Bill of Quantities

ITEM NO	PAY REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	1	Contractual Requirements	Sum	1		
	2	Provision of Facilities on site				
	3	General responsibilities and other Fixed-charge obligations (i)..... (ii).....	Sum	1		
	4	SECTION OHSA 193 SAFETY SPECIFICATION				
		1. Health and Safety compliance	Sum	1		
	5	Area to be covered at Workshop and stores	m ²	14853		
		Anthills identified	Each	No.		
		Molehills identified	Each	No.		
		Other Burrowing animals	Each	No.		
	6	Area to be covered at office complex	m ²	30359		
		Anthills identified	Each	No.		
		Molehills identified	Each	No.		
		Other Burrowing animals	Each	No.		
	7	Transport costs	Sum	1		
	8	Labour Costs	Sum	1		
	9	Chemical costs	Sum	1		



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

RODENT CONTROL AND TERMITE TREATMENT AT MIDMAR DAM

Contract No.: WTE-2625ES
Pricing Data - Bill of Quantities

SUMMARY OF BILL OF QUANTITIES

SECTION	DESCRIPTION	AMOUNT
1	Contractual Requirements	R
2	Provision of Facilities on site	R
3	General responsibilities and other Fixed-charge obligations	R
4	SECTION OHSA 193 SAFETY SPECIFICATION	R
5	Area to be covered at Workshop and stores	R
6	Area to be covered at office complex	R
8	Transport costs	R
9	Labour Costs	R
10	Contractual Requirements	R
DATE		SIGNATURE OF TENDERER

C3: SCOPE OF WORKS

C3.1 Technical Specification



water & sanitation

Department:
Water and Sanitation
REPUBLIC OF SOUTH AFRICA

BRANCH: INFRASTRUCTURE MANAGEMENT

CD: WATER RESOURCES INFRASTRUCTURE OPERATIONS AND MANAGEMENT

D: OPERATIONS EASTERN

SUB-DIRECTORATE: TECHNICAL SUPPORT SERVICES (TSS)

TECHNICAL SPECIFICATION

MIDMAR OFFICE COMPLEX: RODENT CONTROL AND TERMITE TREATMENT

JUNE 2026

REF NO: EO-MMD-C-001 – 2026

TABLE OF CONTENTS

A	Table of Contents	1
B	General Background Information.....	2
2.1	Midmar Dam History	
2.2	Directions to site	
C	Technical specifications Contents	3
1.	General	
2.	Services Provided	
3.	Scope of Work	
3.1	Description Works Programme	
3.2	Areas	
3.3	Schedule of Rates	
3.4	Planned Programme	
3.5	Reactive	
3.6	Operational	
3.7	Requirements	
3.8	Sheltered	
4.	Work Intervals	
5.	Measurement	
6.	Liaison	
7.	Reporting	
D	Scope of work at Midmar Office complex.....	5
1	Midmar Dam	
E.	CONDITIONS OF CONTRACT.....	8
F.	OCCUPATIONAL HEALTH AND SAFETY.....	10

B. GENERAL BACKGROUND INFORMATION

2.1 Midmar Dam

Midmar Dam is situated on the Mgeni River in the KwaZulu Natal Province. The dam was designed and constructed by DWS and completed in 1965. The houses were constructed to accommodate staff / personnel that are positioned at the dam. Since construction there has been little or no maintenance work and therefore the need for this maintenance work to extend the remaining useful life of this asset.

2.2 Directions to the site:

The co-ordinates of the dam is 29°29'40.50"S 30°11'51.62"E

On the N3 western bound, take the Howick / Midmar offramp. Follow the Prospect Road/ R103 towards the Dam wall. After approximately 3,0km turn left at the security gate, proceed straight for 500m. At the sliding security gate, the workshops and stores shown in Figure 1 below will be found. Midmar office complex shown in Figure 2 below will be found.



Figure 1



Figure 2

The co-ordinates of the dam is 29°29'40.50"S 30°11'51.62"E

C. Technical specifications Contents

1. General

- 1.1 The Service Provider and their operatives must be qualified and competent to carry out the works required under this agreement.
- 1.2 The Service Provider must at all times take reasonable precautions to ensure the safety of users of the development and ensure that they are caused the minimum of inconvenience.
- 1.3 This document should be read as part of the Short Form Contract.
- 1.4 All Planned work shall be carried out on weekdays only between 8:30am and 16:00pm.
- 1.5 The Service Provider shall be responsible for any necessary precaution to avoid damage to the property of the Client and its residents. Any such damage is to be reported to the Client and the costs of repair, making good, or replacement shall be recoverable from the Service Provider.
- 1.6 The Service Provider is to ensure that no machinery, materials etc. are left unattended. Under no circumstances shall toxic, inflammable or noxious substances be stored on site.
- 1.7 The Service Provider is to make good any damage to pipes, ducts, windows, main cables etc. due to any cause within his control.
- 1.8 If for any reason beyond the Service Provider's control it should prove impossible to carry out the works specified in this contract the Client's representative should be advised immediately.

2. Services Provided

- 2.1 This agreement shall include for all work associated with planned and reactive pest control of the properties, or schemes in the schedule attached within the contract documentation.
- 2.2 This specification defines the quality and standards of the service provision. The service strives not only to meet those standards but to exceed them and add value.
- 2.3 All operatives need to familiarise themselves with the Fire evacuation procedure for any building in which they work.
- 2.6 All signage required during the course of work undertaken are to be supplied by the Service Provider
- 2.7 All containers/bait traps utilised by the Service Provider are to be appropriately labelled.
- 2.8 The work is to be carried out to the complete satisfaction of the Client, and all work is to be carried out to approved standards.

3. Scope of Work

3.1 Description

- 3.1.1 The Contract includes but is not limited to the prevention and removal of the following:
 - Rats
 - Mice
 - ants
 - moles
 - foxes
 - any burrowing animals

3.2 Works Programme

3.2.1 Pest Control Services are required on a reactive or a Planned Programme basis

3.3 Areas

3.3.1 The Successful service provider shall be expected to have familiarised themselves with the nature of the various areas within the patches to which this contract applies and the common pests that can occur.

3.4 Schedule of Rates (SOR).

3.4.1 The reactive works shall be tendered on a SOR basis .

3.4.2 Any form of trap or other type of equipment that may be necessary in the exercise of the required works shall be identified as a separate cost within the suppliers SOR cost

3.4.3 Planned Programmed Properties shall also have call outs as required at an agreed SOR

3.5 Planned Programmes

3.5.1 A breakdown of programmed properties and Reactive related properties for SOR is included in the schedule.

3.5.2 The schedule sets out our priority properties, particularly those with communal boilers, those close to railway lines or those with shared refuse facilities that will require preventative pest control carried out on a quarterly basis.

3.5.3 The service provider is required to work together with WPH to highlight these issues and look at ways of reducing overall pest control programmes and costs, as part of the Contract Management specification.

3.5.4 Planned Programmed Properties shall also have call outs as required at an agreed SOR

3.6 Reactive

3.6.1 The reactive works shall be tendered on a SOR basis per visit

3.6.2 The volume of reactive work is indicative, and may fluctuate during any year, it is imperative that the Successful Service provider works with WPH to reduce the number of reactive callouts.

3.7 Operational Requirements

3.7.1 The service provider shall provide a comprehensive Pest Control Service to the benefit of WPH, its residents.

3.7.2 The standard of Pest Control Services within WPHs sites plays an important part in maintaining the health and wellbeing of the individuals residing and entering each site.

3.7.3 The service provider shall ensure that high standards of service delivery are provided.

3.7.4 The service provider shall be expected to have familiarised themselves with the nature of the various areas within the Patches to which this contract applies.

3.7.5 The service provider shall continually seek to enhance the performance of the services whilst decreasing the cost to WPH through the concept of continuous improvement.

3.7.6 The service provider shall ensure regular communication with WPH regarding all pest control, housekeeping and proofing issues.

3.7.7 The service provider shall provide copies of site surveys and site reports to the client.

3.7.8 The service provider shall appoint a named individual to manage the contract, and any others employed by the service provider in the delivery of the service related to this contract should wear a uniform with the service provider's Logo.

3.7.9 All employees shall wear an approved form of ID that must be carried and always used.

3.8 Sheltered

3.8.1 If there is a pest in a communal kitchen in a sheltered scheme then this must be treated as an emergency and the service provider must comply with environmental health guidelines in relation to food hygiene and inform staff if the treatment will contravene these guidelines

4. Work Intervals

4.1 Planned works on a predetermined day once to suit both WPH and the residents on the properties

5. Measurement

5.1 Compliance will be measured against the identified insect / rodent activity.

5.2 Service Providers are required to provide a schedule on planned activities.

5.3 All service providers to sign in / out on each visit, this logbook will be held locally and managed by Security officers.

5.4 The Client has the right to inspect all of the Services executed by the Service provider at any time

6. Liaison

6.1 Additional requests for general or specific tasks will be raised via the ESO and or Project Manager as a verbal instruction and will be followed up by a separate request from the repairs team. If work is carried out via a verbal instruction it is also the responsibility of the Service Provider to ensure a form of written request is generated by WPH.

6.2 Only in exceptional circumstances will 'a lack of labour' be an acceptable reason for failing to meet the service target.

6.3 From time to time health and safety audits will be carried out by ESO in conjunction with the service provider.

7. Reporting

7.1 During visits to the site, the Service Provider is to bring to the attention of the Client any works, which they consider requires attention and which is not covered by this Agreement.

7.2 This would particularly apply to any item, which poses a threat of danger to persons or property and any acts of vandalism and/or damage (including graffiti) in addition to items stored in the communal areas that could be flammable or obstruct the escape routes.

7.4. Following a visit, irrespective of it being planned or reactive, the contractor is to furnish WPH with written confirmation of their actions whether they have found any positive signs of pests or not.

D Scope of Work at Midmar Office Complex

4.1 Midmar office complex:



4.2 Workshops and stores



- Traversing the area depicted above
- Identifying ant / termite / any other burrows that may occur, and temporarily marking it
- Applying Ant / termite treatment
- Applying Rodent control including moles / rat / mice
- Flattening / removal of anthills and molehills /mounds after fumigation
- Filling up holes / burrows with in-situ materials
- Leave site in a natural condition with no risk to livestock and other animals.

E CONDITIONS OF CONTRACT

1 PRECEDENCE OF THESE CLAUSES

The clauses contained in this section are intended to amplify the rest of the conditions contained in this tender document, and in certain instances to modify the contents. Should any discrepancy appear between these clauses and the rest of the conditions these clauses should take precedence.

2 EXTENT OF THE CONTRACT

This contract **comprises** mainly the termination of termite, burrowing animals and rodents at the Dams

3 RESPONSIBILITIES

The extent of the contract as given above is intended to indicate the **general extent of the works** involved. It is not exhaustive in so far as any detailed item or associated work is concerned and shall **in no way relieve** the contractor of his responsibilities to comply with the specific requirements.

4 SEQUENCE OF WORK

The successful contractor will be required to complete the contract within the present financial year ending 30 September 2024. Completion date will depend on the date of appointment and contract period. The sequence of work shall be determined by the contractor and compiled in a works programme.

5 NATURE OF GROUND AND SUBSOIL CONDITIONS

The soil on the building sites is stable and ground pressure average. Burrows are to be filled with in situ materials. Anthills and molehills are to be reduced to the natural ground line

6 PROCEDURE OF WORK

The Service provider personnel, during the course of this contract will occupy the site. The works on this contract shall be carried out according to program in such a manner as to cause **the least inconvenience** to other Departmental personnel. The service provider shall co-ordinate with the employer's local representative which part of the work to be expedited requires priority.

7 ADMISSION TO SITE

Before the successful tenderer (service provider) arrives on the site, the **local Water Control officers / Civil engineering technician** prior approval must be obtained.

8 INSURANCE

The service provider shall enter a policy of insurance **to cover his liability** under the laws in force relating to the workman's compensation and liability to the public and shall produce proof of such insurance having been affected by him.

The contractor shall indemnify the Department of Water and Sanitation from all claims due to accidents to workmen and the public during the execution of this contract.

9 CHECKING OF TENDER DOCUMENTS

On receipt of the tender documents, the tenderer must, prior to submitting his tender, **check all the tender documents** and should **any difference or discrepancy** between or in the drawings and specifications be detected by the tenderer, he shall seek in writing a decision, from the Director: Operations Eastern, Department of Water and Sanitation, Private Bag X24, Howick, 3290, on the true intent and meaning of the tender documents as the Department of Water and Sanitation **cannot be held liable** for the additional cost of extra work that may be caused as a result thereof.

10 SCOPE OF TENDER PRICE

The tender price and all prices and/or which are inserted into the price schedules in the specification and transferred to the tender form, must be for the execution and completion of the works as well as for the provision of all labour, materials, workmanship, machinery, plant, and everything that is or may become necessary.

11 VALUE ADDED TAX

The tender price shall **include value added tax** payable in terms of the Sales Tax Act No. 103 of 1978, as amended.

12 PAYMENTS

Progress payment

- (a) **One payment will be made upon completion of the project at all dams**

13 GENERAL

Throughout this document the following shall apply:

- (a) **Employer** shall mean the Minister of Water and Sanitation, acting on behalf of the Government of the Republic of South Africa or his duly authorized representative.
- (b) **Engineer** shall mean the Director-General of the Department of Water and Sanitation or his duly authorized representative. Refer to "Instructions to Tenderers" Clause 2.

Address of **Employer** at Head Office:

**Director General
Department of Water and Sanitation
Private Bag X313
PRETORIA, 0001
Tel.: (012) 336-8680**

Address of **local resident engineer** on site:

**Resident Engineer
Department of Water and Sanitation
Private Bag X 24
Howick
3290
Tel.: (033) 2391266**

- The service provider will be an active participant in the **preservation of the environment** and will be required to maintain and contribute towards the safekeeping of the environment. The contract shall regularly or at the engineer's instructions, **clean and clear away** all rubbish and excess materials as the works proceed. The contractor shall be responsible **for the protection** and safety of the premises **against fire** and shall take such precautions as may be directed by the representative of the Department.
- **No wood or plant life** will be harvested from the building site or surrounding area.
- Any **relics, treasure** or other articles of value **found** on the site shall remain the property of the employer and shall be handed to the engineer who shall be the sole arbiter of what constitutes an article of value.
- The service provider shall **acquaint himself** during the pre-tender site meeting with the conditions under which the works are to be done and personally examine the means of access to works, the condition of the roads and generally of all matters which may influence the execution of this contract.
- The service provider shall **provide first aid** facilities complying with the requirements of the Machinery Occupational Safety Act (No. 6 of 1983) and the Occupational Safety Act (Act No. 85 of 1993) and shall adhere to all rules and regulations of the mentioned act. Any death or injury that may occur directly or indirectly due to the actions of this contract shall be solely the responsibility of the contractor and the Department of Water and Sanitation will not be liable for the consequences.

14 LEAVE PERFECT

On the **completion** of the works the service provider shall **clear away and remove** from the site all construction plant, surplus materials, rubbish, and temporary works of any kind and leave the whole of the site and the works clean and in a workmanlike condition to the satisfaction of the engineer. The service provider shall also satisfy the engineer that he has complied with the conditions of any wayleaves, which the service provider has negotiated.

OCCUPATIONAL HEALTH AND SAFETY

The Occupational Health and Safety Act (Act number 85 of 1993) and related Regulations is applicable. Construction Regulations, Diving Regulations and Confined Areas Regulations have particular reference. The contractor shall notify the Department of Labour, prior to commencing with the project. The DWS shall ensure that the provisions of the OHS are complied with for the duration of the project. The contractor prior to commencing on with the project shall submit:

- A comprehensive OHS file in accordance with the OHS Act.
- A detailed site-specific risk assessment for review and acceptance;
- A detailed method statement for approval by the Project Manager.
- A detailed plan in terms of providing ventilation into the tunnel, gallery, and pipeline.

All work shall be done in accordance with relevant legislation(s) and regulation(s). The DWS reserves the right to stop the contractor from executing work, which is not in accordance with the contractor's OHS plan for the site or which poses a threat to the health and safety of persons. The contractor may not appoint a subcontractor unless the contractor is reasonable satisfied that the subcontractor has necessary competencies and resources to perform work safely. Any subcontractor appointment shall be approved by the Project Engineer. Where a contractor appoints a subcontractor, all OHS Act requirements shall be applicable to the subcontractor. The contractor shall appoint a full-time competent employee in writing as the project supervisor, with the duty of supervising the project.

When the contractor and employees is found contravening OHS Act, the DWS shall stop the work until such time that the contractor implemented corrective measures to the satisfaction of the DWS.

Section 37.2 Appointment

In accordance with the provisions of Section 37(2) of the Occupational Health and Safety Act 85 of 1993 wherein the Department of Water and Sanitation as Employer has entered into a contract with the Contractor, in terms of which the Contractor is to perform certain work and services for and on behalf of the Employer, subject to the terms and conditions as contained in such contract.

Then parties have agreed that in respect of performance of the work the Contractor shall be responsible for compliance with the Occupational Health & Safety Act and its Regulations. The Employer and Mandatory accordingly enter in this agreement in terms of Section 37(2) of the OHS Act, the terms, and conditions of which are set out in The Occupational Health and Safety Specification.

Risks Identified by the DWS

The following are the risks associated with this project as identified by the DWS:

- Flooding
- Drowning
- Injury due to falling material
- Falling due to slippery surfaces
- Snake bite
- Electrocution
- Moving Machinery
- Back injuries from carrying heavy loads
- Dehydration
- Injury of blasting equipment is serious
- Attack and theft (secluded site)

Notwithstanding the abovementioned risks the contractor shall formulate a risk management plan which will include additional risks identified by the contractor.

Costs of OHS

The cost for OHS shall be included in the Tendered rates.