



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

TENDER PLK 21/37

RETURNABLE DOCUMENTS

AND

TERMS OF REFERENCE

FOR

**REPAIR, MAINTENANCE AND
SERVICE OF FIRE FIGHTING
EQUIPMENT FOR 24 MONTHS IN
MOPANI AREA**

YOU ARE HEREBY INVITED TO TENDER TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA

PLEASE TAKE NOTE:

BID NUMBER: PLK 21/37

CLOSING TIME: 11:00

CLOSING DATE: 30/11/2021

TENDERS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

The **Tax Clearance Certificate for Tender Purposes** from the Receiver of Revenue and the **Tender Form** must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

TENDER DOCUMENTS MAY BE POSTED TO

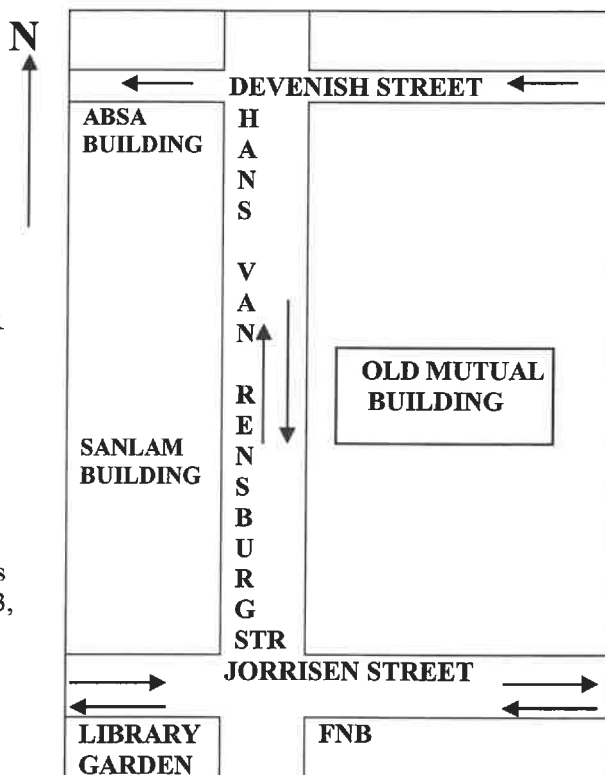
REGIONAL MANAGER
Department of Public Works
Private Bag X 9469
POLOKWANE
0700

ATTENTION: TENDER SECTION: ROOM 03, GROUND FLOOR

Tender documents that are posted must reach the Department of Public Works before the closing date of the tender.

OR

The tender documents may be deposited in the tender box which is identified as the tender box of the Department of Public Works which is located at 78 Hans van Rensburg Street, Old Mutual Building, Room 03, Ground Floor.



The tender box at the Regional Office: Department of Public Works: POLOKWANE is open (**Mondays to Fridays 07:30 – 12:15 / 13:00 – 16:00.**) However, if the tender is late, it will as a rule not be accepted for consideration.

Tenderers should ensure that tenders are delivered timeously to the correct address.

SUBMIT ALL TENDERS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Tenders by telegram, facsimile or other similar apparatus will not be accepted for consideration.

SUBMIT EACH TENDER IN A SEPARATE SEALED ENVELOPE.

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/tenders/>

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.		
Reference no:	7/1/1/2/11		
Tender no:	plk 21/37		
Advertising date:	05 November 2021	Closing date:	30 November 2021
Closing time:	11:00	Validity period:	56days

It is estimated that tenderers should have a CIDB contractor grading designation of **4SF** or **4SF*** 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*

Only tenderers who are responsive to the following responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
☒	All parts of tender documents submitted must be fully completed and signed where required.
☒	Submission of (DPW-07 EC): Form of Offer and Acceptance.
☒	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
☒	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.
☒	Submission of (PA-29): Certificate of Independent Bid Determination.
☒	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
☐	Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting.
☒	Use of correction fluid is prohibited.
☒	Registration on National Treasury's Central Supplier Database (CSD).
☒	Compliance with Pre-qualification criteria for Preferential Procurement as indicated below.
☐	Submission of proof of registration on National Treasury's Central Supplier Database (CSD) for all sub-contractors for 30% compulsory sub-contracting (attach CSD print out).
☒	Submission of PA 36 and Annexure C as proof of Compliance to Local Production and Content requirements.
☒	Submission of (DPW-09EC): Particulars of Tenderer's Projects.

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".

☒	Contractor to provide proof of work force to execute the project (Original Certified ID copies and a valid registration certificate as a competent person with SAQCC-Fire not older than three months on tender closing date must be attached)
☐	

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

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

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

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system. (To be used in instances where the estimate cannot be reasonably determined or when one is unsure as to what the market price may be).

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

Minimum functionality score to qualify for further evaluation:	50
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Functionality criteria:	Weighting factor:
1. Work Force 1 Contractor to provide proof of work force to execute the project (Original Certified ID copies and a valid registration certificate as a competent person with SAQCC-Fire not older than three months on tender closing date must be attached) Artisan/Technician 5 and Above = 5 Points 4 = 4 Points 3 = 3 Points 2 = 2 Points 1 = 1 Point	30

2. Work Force 2 Contractor to Provide Proof of work force or ability to provide workforce to execute the project. (Original Certified ID copies must be attached not older than three months on tender closing dates) General Labour 5 and above = 5 Points 4 = 4 Points 3 = 3 Points 2 = 2 Points 1 = 1 Point	20
3. Management Contractor to provide completion letters or certificates (indicating contracts monetary Value) not older than 5 years of previous similar projects indicating experience in repairs, maintenance and service of fire fighting equipment with references for verifications, the combined annual contract value must be R1,5 million or higher. 5 and above = 5 Points 4 = 4 Points 3 = 3 Points 2 = 2 Points 1 = 1 Point	30
4. Utility Vehicles Contractor to provide evidence of registered vehicle (Original Certified registration certificate not older than three months on tender closing date) with loading capacity of 1 ton (the vehicle must be registered under the name of the company or the owners of the company) 5 and above = 5 points 4 = 4 points 3 = 3 points 2 = 2 points 1 = 1 point	10
5. Financial Credibility Provide original stamped letter from a banking institute to justify the financial risk (Original certified copies will also be accepted not older three months on tender closing date) Credit rating of A = 5 Points Credit rating of B = 4 Points Credit rating of C = 3 Points Credit rating of D = 2 Points Credit rating of E = 1 Point	10
Total	100 Points

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 **78 Hans van Rensburg Old Mutual Building First Floor Room 10 Polokwane 0700**. A non-refundable bid deposit of R 200.00 is payable (cash only) on collection of the bid documents.

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".

Site inspection meeting

A pre-tender site inspection meeting will **not be** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **not compulsory**

The particulars for said pre- tender site inspection meeting are:

Venue:

Date:

Starting time:

nquiries related to tender documents may be addressed to:

DPW Project Manager:	Mamakgeme Mphahlele	Telephone no:	053 838 5220
Cell no:	082 525 7711	Fax no:	0152974694
E-mail:	joy.mphahlele@dpw.gov.za		

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).

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X9469 Polokwane 0700 Attention: Procurement section: Room 10	OR	Deposited in the tender box at: 78 hans van rensberg old mutual building Polokwane First floor office 10
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Compiled by:

Mamakgeme Mphahlele		2021/11/05
Name of Project Manager	Signature	Date

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	<i>Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.</i>		
Tender / Quote no:	PLK21/37	Reference no:	7/1/1/2/11
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) <i>(if applicable)</i>	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) <i>(if applicable)</i>	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) <i>(if applicable)</i>	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA – 16)	5 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA – 36 and Annexure/s C)		Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i> .	1 Page	N/A
Record of attending compulsory virtual bid clarification / site inspection meeting <i>(if applicable)</i> .	1 Page	N/A
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) <i>(if applicable)</i>	1 Page	N/A
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 <i>(if applicable)</i> .		N/A

* In compliance with the requirements of the CIDB SFU Annexure G

Tender no: **PLK21/37**

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (if applicable)	-	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (if applicable)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (if applicable)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	☒ Yes ☐ No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No

Tender no:

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer:

Name of representative	Signature	Date

DPW-03 (EC): TENDER DATA

Project title:	<i>Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.</i>
Reference no:	7/1/1/2/11

Tender no:	PLK21/37	Closing date:	30 November 2021
Closing time:	11:00 AM	Validity period:	56 days

Clause number:	
	The conditions of tender are the Standard Conditions of Tender as contained in Annex C of the CIDB Standard for Uniformity in Construction Procurement as per Government Notice No. 423 published in Government Gazette No. 42622 of 8 August 2019 and as amended from time to time. (see www.cidb.org.za). The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the clause marked "C" in the above mentioned Standard Conditions of Tender.
C.1.1	The employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
C.1.2	For this contract the three volume approach is adopted. This procurement document has been formatted and compiled under the headings as contained in the CIDB's "Standard for Uniformity in Construction Procurement." The three volume procurement document issued by the employer comprises the following: Volume 1: Tendering procedures T1.1 - Notice and invitation to tender (PA-04 EC) T1.2 - Tender data (DPW-03 EC) Volume 2: Returnable documents T2.1 - List of returnable documents (PA-09 EC) C1.1 - Form of offer and acceptance (DPW-07 EC) C2.2 - Bills of Quantities / Lump sum document (if a returnable document) T2.2 - Returnable schedules Volume 3: Contract Part C1: Agreement and contract data C1.2 - Contract data (DPW-04 EC or DPW-05 EC) C1.3 - Form of guarantee (DPW-10.1 EC / DPW-10.3EC or DPW-10.2 EC/DPW-10.4 EC) Part C2: Pricing data C2.1 - Pricing instructions (PG-02.2 EC or PG-02.1EC) C2.2 - Bills of Quantities / Lump sum document (if not a returnable document) Part C3: Scope of work C3 - Scope of work (PG-01.2 EC or PG-01.1EC) Part C4: Site information C4 - Site information (PG-03.2 EC or PG03.1EC)

Tender no:



C.1.4

The Employer's agent is:

Name:	Mamakgeme Mphahlele
Capacity:	Departmental Project Manager
Address:	77 Hans Van Rensburg Street, Polokwane, 0700
Tel:	015 291 6436
Fax:	015 297 4694
E-mail:	joy.mphahlele@dpw.gov.za

**C.2.1
C.3.11**

A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:

The following tenderers who are registered with the CIDB, or are *capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated (* tenderers who are capable of being so registered, or who have applied for registration but have not yet received confirmation of such registration, must provide, with this tender, acceptable documentary proof thereof):

- contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations, for a **SF** or **SF**** class of construction work; and
- contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above

Joint ventures are eligible to submit tenders provided that:

- every member of the joint venture is registered with the CIDB;
- the lead partner has a contractor grading designation in the **SF** or **SF**** class of construction work; and
- the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a **SF** or **SF**** class of construction work

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

A contract will be entered into with a tenderer who has in his employ management and supervisory staff satisfying the requirements of the scope of work for labour intensive competencies for supervisory and management staff. - **Not applicable**

B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

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

Functionality Criteria	Weighting Factor
1. Work Force 1 Contractor to provide proof of work force to execute the project (Original Certified ID copies and a valid registration certificate as a competent person with SAQCC-Fire not older than three months on tender closing date must be attached)	30
Artisan/Technician 5 and Above	
4	
3	
2	
= 5 Points = 4 Points = 3 Points = 2 Points	



1	= 1 Point	
2. Work Force 2		
Contractor to Provide Proof of work force or ability to provide workforce to execute the project. (Original Certified ID copies must be attached not older than three months on tender closing dates)		
General Labour		20
5 and above	= 5 Points	
4	= 4 Points	
3	= 3 Points	
2	= 2 Points	
1	= 1 Point	
4. Utility Vehicles		
Contractor to provide evidence of registered vehicle (Original Certified registration certificate not older than three months on tender closing date) with loading capacity of 1 ton (the vehicle must be registered under the name of the company or the owners of the company)		
		10
5 and above	= 5 points	
4	= 4 points	
3	= 3 points	
2	= 2 points	
1	= 1 point	
5. Financial Credibility		
Provide original stamped letter from a banking institute to justify the financial risk (Original certified copies will also be accepted not older three months on tender closing date)		
		10
Credit rating of A	= 5 Points	
Credit rating of B	= 4 Points	
Credit rating of C	= 3 Points	
Credit rating of D	= 2 Points	
Credit rating of E	= 1 Point	
Total		100 Points

(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:	
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(Total minimum qualifying score for functionality is 50 Percent).

C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Provisions applicable to Evaluation Method 1 and 2:

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 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 Project Manager, failing which the tender offer will <i>mutatis mutandis</i> be declared non-responsive. C.1. Technical risks: C.1.1 Criterion 1: Quality of current and previous work Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional 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). C.1.2 Criterion 2: Contractual commitment Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of: a) 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; b) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and c) general contract administration, i.e. compliance with contractual aspects such as laws and regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc as can generally be expected in standard/normal conditions of contract. C.2 Commercial risks: The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total price, over and above the correction of arithmetical errors as provided for in C.3.9.
C.2.7	For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1
C.2.12	If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract. Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal. Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements. The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed. Alternative tender offer permitted: Yes ☐ No ☐
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.

C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts): ☐ Together with his tender; or ☐ Within fourteen (14) calendar days of the date on which he has been requested to do so prior to the award of the contract.
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: 77 Hans Van Rensburg Street, Polokwane 07000
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

**DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE**

Tender no: PLK 21/37

OFFER

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

Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.

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.
---	--

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

Tender no:

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) ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

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.

**Tender no:****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 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



Tender no:

Schedule of Deviations

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.



PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	<i>Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.</i>		
Bid no:	PLK21/37	Reference no:	7/1/1/2/11

The following particulars must be furnished. In the case of a joint venture, separate declarations in respect of each partner must be completed and submitted.

1. CIDB REGISTRATION NUMBER (if applicable)

--

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:
- The bidder is employed by the state; and/or
 - The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder² ect

3.4 Company Registration Number:

3.5 Tax Reference umber:.....

3.6 VAT Registration Number:

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

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

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state?

☐ YES ☐ NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

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

Position occupied in the state institution:.....

Any other particulars:

.....
.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?

☐ YES ☐ NO

3.8.1 If so, furnish particulars:.....

.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

☐ YES ☐ NO

3.9.1 If so, furnish particulars.

.....
.....

3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the



evaluation and or adjudication of this bid?

☐ YES ☐ NO

3.10.1 If so, furnish particulars.

.....

.....

3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?

☐ YES ☐ NO

3.11.1 If so, furnish particulars:

.....

.....

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

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

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	☐ Yes	☐ No
5.2	If so, furnish particulars:		



5.3	Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	☐ Yes	☐ No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐ Yes	☐ No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☐ Yes	☐ No
5.8	If so, furnish particulars:		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(Project description as per Bid / Tender Document)

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

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
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5			
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15			

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

Note:

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2.

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

1.3. Points for this bid shall be awarded for:

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

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

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

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

1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2.

- | | | |
|----|---|----------------------|
| 1) | certificate issued by an authorized body or person; | B-BBEE Status level |
| 2) | prescribed by the B-BBEE Codes of Good Practice; | A sworn affidavit as |
| 3) | requirement prescribed in terms of the B-BBEE Act; | Any other |

3.

1.1.

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

or

80/20

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

For Internal Use

Effective date April 2018

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4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

- 1.1. Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------



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

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

1.1. Name of company/firm:.....

1.2. VAT registration number:.....

1.3. Company registration number:.....

1.4. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

1.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

1.6. COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

1.8. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in

paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

.....

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.		
Bid no:	PLK21/37	Reference no:	7/1/1/2/11

INTRODUCTION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

Name of Bidder	Signature	Date	Position

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

PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
Textile (Fire Blanket) (3,2 in BOQ)	100
	%
	%
	%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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".

Page 3 of 4



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

(C1)

Tender description:

Designated product(s)

Tender Authority:

Tendering Entity name:

Tender Exchange Rate:

Specified local content %

Pula

UN

EU

GBP

GBP

Note: VAT to be excluded from all calculations

[illegible]

Signature of tenderer from Annex B

Date: _____

(C20)	Total tender value
-------	--------------------

(C21) Total Exempt imported content

	(C22) Total	Tender value net of exempt imported content	(C22) Total	Tender value net of exempt imported content
100%	100%	100%	100%	100%

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											

This total must correspond with
Annex C - C.21

B. Imported directly by the Tenderer

[illegible]

(D32) Total imported value by tenderer	R 0
--	-----

C. Imported by a 3rd party and supplied to the Tenderer

C. Imported by a 3rd party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											

(D45) Total Imported value by 3rd party

D. Other foreign currency payments

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of payments
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of Imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with
Annex C - C 23

Signature of tenderer from Annex B

Date: _____

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	(E9) Total local products (Goods, Services and Works)		

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) **Total local content**

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: PLK21/37

Name of Tenderer

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

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

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

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: _____

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date

Particulars of tenderer's projects: DPW-09 (EC)
DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Project title:	<i>Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.</i>			
Tender / quotation no:	PLK 21/37	Closing date:	30 November 2021	
Advertising date:	05/11/2021	Validity period:	56 days	

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature	Date

DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	<i>Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.</i>		
Tender no:	<i>PLK 21/37</i>	Reference no:	<i>7/1/1/2/11</i>

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor
1			
2			
3			
4			
5			

Name of representative	Signature	Capacity	Date

Name of organisation:	
------------------------------	--



DPW-21 (EC): Record of addenda to tender documents

DPW-21 (EC): RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.		
Tender no:	PLK 21/37	Reference no:	7/1/1/2/11

1. I / We confirm that the following communications received from the Department of Public Works and Infrastructure 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.		
11.		
12.		
13.		

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

DPW-21 (EC): Record of addenda to tender documents



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



DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	<i>Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.</i>		
Tender no:	PLK 21/37	Reference no:	7/1/12/11

Name of Electrical Contractor:	
Address:	
Electrical Contractor registration number at the Electrical Contracting Board of S.A.:	

Name of Tenderer	Signature	Date

DPW-23 (EC): SCHEDULE FOR IMPORTED MATERIALS AND EQUIPMENT

Project title:	<i>Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.</i>		
Tender no:	<i>PLK 21/37</i>	Reference no:	<i>7/1/1/2/11</i>

This schedule should be completed by the tenderer. *(Attach additional pages if more space is required)*

Item	Material / Equipment	Rand (R) (Excluding VAT)
1.		R
2.		R
3.		R
4.		R
5.		R
6.		R

The Contractor shall list imported items, materials and/or equipment which shall be excluded from the Contract Price Adjustment Provisions (if applicable) and shall be adjusted in terms of currency fluctuations only. Copies of the supplier's quotations for the items, materials or equipment (provided that such costs shall not be higher than the relevant contract rate as listed above) should be lodged with the Principal Agent / Engineer of the Department of Public Works within 60 (sixty) days from the date of acceptance of the tender. No adjustment of the local VAT amount, nor the contractor's profit, discount, mark-up, handling costs, etc. shall be allowed.

These net amounts will be adjusted as follows:

FORMULA:

The net amount to be added to or deducted from the contract sum:

$$A = V \left(\frac{Z}{Y} - 1 \right)$$

A = the amount (R) of adjustment

V = the net amount (supplier's quotation) (R) of the imported item

Y = exchange rate at the closing date of tender submission

Z = exchange rate on the date of payment.

Name of Tenderer	Signature	Date

**REPUBLIC OF SOUTH AFRICA
DEPARTMENT OF PUBLIC WORKS**



**TENDER
FOR THE
SERVICING OF HAND HELD FIRE FIGHTING EQUIPMENT
IN THE
LIMPOPO PROVINCE FOR 24 MONTHS
MOPANI AREA: SANDF, SAPS, MAGISTRATES AND DCS:**

*OFFICE OF THE REGIONAL MANAGER
DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X9469
Polokwane
0700*

BIDDER'S ADDITIONAL PARTICULARS

The particulars submitted could influence the adjudication of the Bidder.

1. Period active as a contractor under your present business name.....
2. Are you registered with the Department of Labour? Yes/No
Registration number.....
3. Are you registered with UIF? Yes/No
Registration number.....
4. Are you registered with the Workmen's Compensation Commissioner? Yes/No
Registration number.....
5. Is your firm registered with the PWD as a contractor? Yes/No
6. Your telephone number - normal working hours.....
7. Your telephone number - after hours.....
8. Your fax number.....
9. Do you have a 24-hour emergency call service? Yes/No
10. Do you have communication facilities 24 hours per day? Yes/No
Numbers and code.....
11. Number of skilled employees.....
12. Number of apprentice employees.....
13. Number of unskilled employees.....
14. Details of motor vehicles belonging to the firm
.....
.....
15. List of special equipment and tools belonging to the firm to undertake maintenance and repair work:
.....
.....
.....
.....

SPECIAL CONDITIONS OF CONTRACT

1. PRICES

All prices submitted by the Bidder for items in this document shall make provision for additional costs, these additional costs that may occur as a result clauses to be found on these notes to bidders as well as for the supply of all special and normal plant and everything necessary for the proper execution of the work.

2. VALUE-ADDED TAX

All prices, rates, tariffs etc. in this Bid document shall exclude Value-Added Tax (VAT).

3. THE BIDDER-APPLICATION DATES.

The pages of this Bid are numbered consecutively. The Bidder shall, before submitting his Bid, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or this Bid contains any obvious errors, the Bidder shall obtain a directive in writing from the Department.

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

4. DOCUMENTS

Should there be any contradiction between these; the PA 10 FM will take preference.

The following documents shall be read in conjunction with this Bid.

- a) General Conditions of Contract (GCC) 2004
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- c) Municipal by-laws and fire regulations and any special requirements of the Local Authority.
- d) The PA 10 FM
- e) All work shall be carried out in accordance with the S.A.N.S 1475. All material shall apply to the following S.A.N.S codes, S.A.N.S. 543, S.A.N.S. 1128, S.A.N.S. 810, S.A.N.S. 889, S.A.N.S 1151, S.A.N.S. 0105 and BUILDING REGULATION 0400.

The above-mentioned documents are available from the office of the Regional Manager, 78 Hans van Rensburg Street, Polokwane, for information.

Note:

1. The Bidder shall be in possession of a S.A.N.S. 1475 permit.(Attach certified copy)
2. The Bidder shall be registered with the fire Departments.
3. The Bidder shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

5. PROVISIONAL QUANTITIES

Quantities cannot be defined. However, the Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the rates for any item.

Buildings/institutions located within this area that is not listed in this document, will be added by means of an approved variation order.

6. RATES

Each item to be serviced as listed in this Bid document must be priced. "No cost" or unfair and unreasonable tariffs for servicing shall not be accepted and shall lead to disqualification of the Bidder. The Department reserves the right to make such adjustments to individual tariffs in these schedules as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.

This is not a lump sum contract.

7. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

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

Note:-

The contract rates shall remain fixed for twenty four months (24) and no adjustments shall be made. The contractor must allow in his prices for any possible price increases.

8. CONTRACTOR'S ABILITY

Bidders are to note, that the Fire extinguisher and their prime movers to be serviced/ maintained/ repaired under this contract are all of the utmost strategic importance to the Department and full proof of the Bidder's ability to satisfactorily perform the specified services will be required. To this end, Bidder's premises will be inspected for plant, equipment and general good management before Bids are awarded.

Bidders will also have to satisfy the Department that;

- (a) Their technicians are properly qualified to carry out the specified servicing/maintenance/repairs to the equipment contemplated under this contract.
- (b) Their technicians doing the services are fully qualified and have knowledge of servicing, maintaining, repairs and installation of fire extinguishers.
- (c) 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.

Note: All technicians/ Artisans certificate of qualification and apprenticeship contracts shall be submitted with the Bid for evaluation by this Department. A statement of experience gained and on what type of equipment shall be submitted with the Bid for each Artisan/Technician employed. By not complying with this clause the Bid may not be taken in to consideration and will lead to disqualification.

9. MATERIAL OF EQUAL QUALITY

Only original spares, as supplied and recommended by the manufacturer/supplier of the equipment installed on site, shall be used. Under no circumstances shall pirate parts be used or parts modified to effect repairs.

Where original spares are no longer available, it shall be brought to the attention of the Department, together with a proposal for the replacement or modification of the item to insure continued serviceability.

The Contractor shall submit to the Department the suppliers or factory guarantee of repaired or replaced components together with the serial numbers of original and new components which shall be entered on the job card and invoices submitted for payment.

All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months after date of repair.

10. REDUNDANT MATERIAL, RUBBISH AND

WASTE

All redundant material and parts shall remain the property of the Government and shall be left on site and stored in a room designated therefore by the Caretaker or person in charge of the equipment or building against the job card as a receipt. A copy of the job card shall be left with the Caretaker or person in charge for audit purposes. The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 30 days.

All redundant material or parts shall be labelled with the complaint number for the repair work.

After an inspection of all material and parts that are obsolete/unserviceable/of no value to the Regional Manager, the Contractor shall be notified to remove and dispose of such material and parts during his next service call. The material and parts shall then become the property of the Contractor and the removal and disposing thereof shall be for the Contractor's account.

11. FRAUDULENT CONDUCT

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit.

12. SCOPE OF CONTRACT

This contract covers the servicing, maintenance and repairs of all Hand fire fighting equipment in properties, namely official quarters, living quarters and messes in military, correctional services, state buildings, and etcetera. As well as certain hired buildings and structures falling under the control of this Department or other Departments hereafter referred to as "Client" Departments.

The Contractor shall submit to the Regional Manager a **program with fixed calendar dates when equipment will be serviced** within 14 days after the contract has been awarded, to enable the Regional Manager to arrange for inspections.

Any deviations from this program shall be brought to the Regional Manager's attention by facsimile at least 7 days prior to the due servicing dates.

Where repairs are required to specialized items of equipment the Contractor shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of sub-contractors, he shall apply to the Department for written approval before making use of their services.

No mark-up or handling fees on sub-contractor's invoices shall be accepted.

The prices for services of equipment at schedule "A" must include the cleaning of equipment, labour, transport, replacement of components (parts) and recharge of extinguishers as described in specification SABS 1475.

13. UNCERTANINTY ABOUT SCOPE OF CONTRACT

Should the Contractor be uncertain about the scope of any work to be executed under this contract, the Department shall immediately be requested in writing to clarify any discrepancies that may exist before the closing date of this Bid. No claims whatsoever in this regard will be entertained after the contract has been awarded.

14. STANDARD OF WORKMANSHIP

The standard and quality of workmanship and maintenance will comply with the applicable SANS 1475 and shall be to the best standard practice of the industry.

Servicing, repair work and call-outs shall at all times be done by suitable qualified and trained staff and under no circumstances may untrained workers be left alone on site without proper supervision of trained staff.

It will be the responsibility of the successful Bidder to ensure that all the Emergency Fire extinguishers maintain the conditions required for the full period of this maintenance, service and repair Contract.

15. MAINTENANCE AND REPAIRS

All equipment shall be serviced and maintained as per OHSA. It shall be required from the Contractor to do pre-arranged repair work to the Emergency Fire extinguisher sets as and when necessary and only on written instruction from the Departments Regional Manager.

The Contractor shall submit a detailed job description and cost breakdown for all repair work required to the Equipment.

In the event of any scheduled repair work becoming necessary, the Contractor shall furnish the Regional Manager with a detailed cost breakdown, stating the duration required and probable timing of the repairs.

Repairs shall be scheduled in order to coincide with the next service wherever possible. Scheduled repairs at any other time shall only be allowed where possible failure of the equipment or damage to equipment may occur before the next scheduled service. The contractor shall clearly identify these items on his report together with a recommendation as to when such repairs must be affected.

Scheduled repairs shall be carried out promptly and within the stated time frame, should any delay occur, the Regional Manager shall immediately be advised of the reason for and possible duration of the delay.

On repaired items, an unconditional guarantee of 90 calendar days shall be required and on new items an unconditional 365 calendar days guarantee. Guarantee to be effected from the date when job card is affected

16. UNSCHEDULED REPAIRS (EMERGENCY CALL-OUTS)

The successful Contractor shall be required to provide a 24 hour-365 day per year stand-by service so as to attend immediately to any breakdowns and/or other emergencies that may occur. The Contractor shall have suitably qualified staff available at all times.

Emergency repairs after hours may not be executed without receipt of an official complaint number and only on the instruction of the Regional Manager.

The Contractor shall however ensure that the official of the user department signs the job card. The Contractor shall also ensure that he obtains the official complaint number from the Department on the following working day. No payment shall be made without a complaint number, duly completed and signed on the job card; only breakdowns that affect health and safety or the operation and safety of sensitive equipment shall be treated as emergency repairs.

NOTE: SHOULD THE CONTRACTOR'S PRICE FOR MATERIAL/NEW PARTS BE ABNORMALLY HIGH, THE DEPARTMENT RESERVE THE RIGHT TO OBTAIN WRITEN QUOTATIONS FOR SUCH MATERIAL/ NEW PARTS FROM OTHER INDEPENDENT SUPPLIERS AND ADJUST THE CONTRACTOR'S PRICE ACCORDINGLY.

A separate invoice for each installation shall be submitted for repairs executed.

17. PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ADDENDUM B)

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each service submit to the Regional Manager copies of the service schedule duly completed and signed by the Contractor.

The Contractor shall make his own arrangements for printing and duplicating of service schedules at no extra cost.

The service schedule shall be countersigned by the officer in charge of the building in which the equipment is situated and he shall endorse the schedule to the effect that the equipment in his opinion, is serviced satisfactorily.

18. OFFICIAL ORDER FOR REPAIRS

- a) An official order for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to the Contractor by officials of the Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing. If the Contractor has facsimile facilities, the Complaint Form DR06 shall be faxed to him. **The Contractor shall not proceed with any work without the official complaint Form 415 and approved estimate.**
- c) Special arrangements are applicable for emergency services, which are stipulated in clause 16 hereof.
- d) No payments shall be made for work executed without the necessary written authority (Form 415).
- e) Payments shall be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment.

NOTE: A prior written estimate of the cost of the service must be submitted for approval. Should this estimate increase as the work progress, a new estimate must be submitted for approval. No payment for work rendered without written approval of the Regional Manager will be made.

Covered work: Any work to be permanently covered after the completion is to be inspected by this office before being covered to verify quantities and quality. Arrangements are to be made at least 48 hours in advance for such an inspection. The Department reserves the right to request the uncovering of such work at the contractors cost to check quantities and quality of the materials used. Failure to comply will result in non-payment of invoices.

19. EXECUTION OF REPAIRS

In the event of repairs having to be carried out urgently during the course of a programmed service, details of such repairs shall be reported immediately to the Regional Manager for further instructions and/or authority to proceed.

When Hand fire fighting equipment has to be removed from site for repairs, the contractor shall temporary install an exchange unit.

The officer in charge shall be requested to immediately inform the Complaints Section of the Department (tel. no. 0860 000 321) of the repair and obtain a complaint number.

No work may be carried out without prior instruction from the Regional Manager.

In the event of failure of the contractor to maintain and/or repair any installation within the time period stated and to the satisfaction of the Regional Manager, the latter reserves the right to make any other arrangements necessary to carry out the said maintenance and/or repairs and the contractor shall be liable to the Regional manager for payment of any additional expenditure hereby incurred as well as for payment of damages which the Regional manager may suffer as a result of the contractor's default or neglect.

Note: "response time"

The contractor shall commence with repairs within two (2) days after receipt of an instruction and immediately in the case of emergency repairs as indicated with an asteric (*) in the schedules.

20. JOB CARDS FOR REPAIRS

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be in accordance with the example included in this document and duplicating or printing thereof shall be for the Contractor's own account.

Job cards shall be completed legibly in ink after completion of each repair and all unused lines shall be deleted. In addition to the original completed job card submitted with the invoice, the contractor shall submit a copy of the fully completed job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his unpaid invoice.

21. SERVICING OF FIRE EXTINGUISHERS

A. FULL MAINTENANCE GUARANTEE

The guarantee will encompass the annual servicing and maintenance of various types of fire extinguishers, according to the SANS specification.

B. TYPE OF DRY POWDER TO BE USED

Only 30% MAP ABC powder to be used

22. PRESSURE TESTING, HYDROSTATIC TESTING

This work will be done according to the rules as laid down in the Machinery and Occupational Safety Act.

After any fire extinguisher is pressure tested a label must be affixed to the bottom rim indicating the date of the pressure test, firms name and the person's initials doing the test. CO2 Fire extinguishers will be stamped in accordance with the standard procedure after hydrostatic testing.

Batch certificates must be forwarded to the department, attached to the relevant invoice.

23. ACCOUNTS FOR SERVICING AND REPAIRS

Accounts for servicing shall be accompanied by a Service Schedule.

Accounts for repairs executed, shall be accompanied by a job card and timesheet.

The contractor shall cross-reference all prices and tariffs on invoices with the applicable prices and tariffs in the Bid document.

Note:

Any errors made by the Contractor, intentionally or unintentionally in the completion of the job cards, service schedule or accounts and discovered at a later stage, shall be rectified and the Department shall recover any overpayment.

24. SUBMISSION OF SUPPLIER'S INVOICES

Contractors shall submit copies of **original supplier's tax invoices** in respect of new parts, components and material purchased for any repairs, attached to all accounts where non-scheduled repairs were executed. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.

Note:

Should the contractor's price for material /new parts /components be abnormally high, the Department reserves the right to obtain written quotations for such material /new parts /components from other independent suppliers and adjust the contractor's price accordingly.

A separate invoice for each installation shall be submitted for repairs executed.

25. PAYMENT TO CONTRACTORS

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements of paragraphs 16, 20 and 22, shall be made within 30 days after receipt thereof.

26. PROFIT ON MATERIAL

Percentage mark-up as Bid is allowed on non-scheduled material, parts and components only and not on labour, transport and sub-contractor's services. **The total discount obtained from the supplier shall be credited to the Department.** The percentage mark-up shall then be calculated on the total discount price excluding VAT.

27. TRANSPORT COSTS

Transport cost will include the cost of wages and overheads for personnel during transport to the site and running cost of the vehicle.

- a.) Transport cost will be calculated from Hoedspruit Post Office to the site specified. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.
- b.) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the repairs, therefore no claims for delivery cost or transport cost to collect material or equipment shall be accepted.

28. ACCESS TO PREMISES

The Contractor undertakes to:

- (a) Arrange with the occupants of the buildings regarding access to the premises in order to execute the required service.
- (b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- (c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- (d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act no 30 of 1966) and any amendments thereof.
- (e) Comply with all the by-laws and requirements of the Local Authority.
- (f) Carry out maintenance, servicing and repairs during normal working hours.
- (g) Comply with OHSA

29. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain, either from the SA National Defence Force, S A Police Service or the Client Department access cards for his personnel and employees who work within such an area. The Contractor shall comply with any regulation or instructions issued from time to time, concerning the safety of persons and property, by the S A National Defence Force or the Client Departments.

30. SECURITY CHECK ON PERSONNEL

The Department or the Chief of the S A National Defence Force, or the Commissioner of the S A Police Service can require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the Department, the Chief of S A National Defence Force or the Commissioner of the S A Police Service 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.

31. COMPILING AN INVENTORY AND MARKING OF EQUIPMENT:

A comprehensive inventory of all parts shall be compiled by the Contractor during his first service call. The inventory shall describe the part in detail and the description shall indicate the make, model, size, capacity location of user Department in accordance with addendum "C" of this document. A copy of this inventory and all relevant numbers shall be forwarded to this department and updated on monthly basis

All Emergency Fire extinguisher serviced under this contract shall be permanently marked by the Contractor. The number on each installation shall be unique and either be stamped, painted or sprayed on to the equipment. The markings shall be in a conspicuous position, but shall not deface the appearance of the installation. The number of the installation shall be allocated by the contractor and the format is to be approved by the Regional Manager. Numbering shall be according to OHSA

Note:

The price for marking of the equipment and compiling of the inventory shall be included in the price for servicing.

32. CANCELLATION OF SERVICING TO INSTALLATIONS

The Department reserves the right to cancel this contract partly, meaning that certain installations might be withdrawn from this contract at any stage during the validity of this contract. The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days notice in this regard will be issued to the contractor.

NOTE:

Addendum A & B to be filled and signed.

A job card and time sheet must also be filled to process payment.

All areas to be serviced except areas/installations falling under RAMP

END OF THE SPECIAL CONDITIONS OF CONTRACT

**LIST OF BUILDINGS AND INSTITUTION EQUIPPED WITH
FIRE EXTINGUISHER SETS**

NOTE:

- A. All equipment listed below in this area, including all other buildings in this area which falls under the jurisdiction of the Department of Public Works may form part of this contract.
- B. This list below is provisional and may change during the course of this contract and shall not alter the contractor's price for servicing.

SANDF, MAGISTRATES, SAPS AND DCS: MOPANI AREA:

The following places to be serviced: (except those under RAMP)

- 1) Hoedspruit AFB
- 2) Hoedspruit SAPS
- 3) Phalaborwa Magistrate
- 4) Phalaborwa SANDF 7 Sai
- 5) Phalaborwa SANDF 5 Special Force
- 6) Phalaborwa SANDF 524 Squadron
- 7) Lulekani SAPS
- 8) Tzaneen SAPS
- 9) Tzaneen Correctional Services
- 10) Ritavi SAPS.
- 11) Bolobedu SAPS.
- 12) Modjadjisloof SAPS.
- 13) Bolobedu SAPS.
- 14) Haenesberg SAPS.
- 15) Phalaborwa SAPS.
- 16) Lulekani SAPS .
- 17) Tzaneen SAPS.
- 18) Maake SAPS.
- 19) Naphuno Magistrate.
- 20) Leboeng SAPS.
- 21) Mhala SAPS.
- 22) Phalaborwa Home affairs.
- 23) Giyane Magistrate.
- 24) Giyane SAPS
- 25) Namakgale Magistrate

NOTE: Other places that fall under Capricorn and Sekhukhune that are not listed here must be communicated to the Project Manager.

ADDENDUM B

FIRE APPLIANCE RECORD SHEET: Town: _____
 Department : _____
 Building: _____

[illegible]

**DPW-04 (FM): CONTRACT DATA: FACILITIES MANAGEMENT****CONTRACT DATA FOR *Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.***Tender no: **PLK 21/37**

Spaces requiring information must be filled in, shown as 'not applicable' or deleted and not left blank. Where choices are offered, the non-applicable items are to be deleted. Where insufficient space is provided the information should be annexed hereto and cross referenced to the applicable clause of the Contract Data. Key cross reference clauses are indicated on the left hand side of the document.

PART 1: DATA PROVIDED BY THE EMPLOYER	
CLAUSE	Compulsory Data
1.1.10	The Employer is the Government of the Republic of South Africa, in its Department of Public Works.
36	The Employer chooses the following address where it will receives notices: Physical Address: 77 Hans Van Rensburg Street Polokwane 0700 Postal address: Private Bag X9469 Polokwane 0700 Tel: 053 838 5220 Fax: 015 2974694
1.1.6	The Contract Period is 24 Months (total of 30 days from Commencement Date + the Service Period + Transitional Period)
1.1.19	The Service Manager is Mamakgeme Mphahlele
1.1.22	The Service Period is 2 years
1.1.24	The Transitional Period is N/A
7.	A security of 2.5% of the Contract Sum is required from the Service Provider.
12.2	The Service Period shall commence on N/A (insert not applicable if this option is not to be selected)
22.11	The penalty per day shall be five (5) cents per hundred Rand of the agreed cost of the relevant Identified Project.

Tender no: **PLK 21/37**

26.2.4	The Contract Price is to be adjusted using CPAP indices: Yes ☐ No ☒ Where CPAP is to be used: N/A Where CPAP is applicable, the contract value will be adjusted in accordance with the JBCC Contract Price Adjustment Provisions (CPAP) as set out in the CPAP Indices Application Manual as prepared by the JBCC series 2000, code 2118, dated May 2005 and any amendments thereto, subject to: (1) Glass etc. measured in specialist section Metalwork, will be adjusted in terms of the index for that work group unless specifically stated otherwise in the bills of quantities. (2) All electrical installations in buildings and power distribution systems shall be adjusted in terms of the index for Work Group 160 Electrical Installation. In case of uninterruptible power supplies, elevators, escalators and hoist, generating sets, motor-alternator sets and intercommunication systems shall be in accordance with Work Group 170 (3) With reference to Work Group 190 a proportion of the value related preliminaries pro rata to the amount of work excluded from adjustment, shall be excluded from Contract Price Adjustment Provisions, if Option A has been selected for the adjustment of preliminaries (4) Further to clause 3.4.4 of the CPAP Indices Application Manual, the listing of additional items for exclusion by tenderers, will not be permitted (5) Where V results in a negative amount after application of the formula in clause 8.3 of the CPAP Indices Application Manual the factor of 0,55 shall be substituted by 1,45 Alternative Indices: Not Applicable
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	PART 2: DATA TO BE PROVIDED BY THE SERVICE PROVIDER
1.1.20	The Service Provider is <i>(insert name and registration number if applicable)</i>
36.	The Service Provider chooses the following address where it will receive notices: Physical address: Postal Address: Tel: _____ Fax: _____

Tender no: **PLK 21/37**

7.	The security to be provided by the Service Provider will be one of the following, as indicated: (1) 2.5% cash deposit Yes ☐ No ☐ (2) 2.5% variable guarantee Yes ☐ No ☐ (3) retention of 2.5% of the Contract Sum (excluding VAT) Yes ☐ No ☐ (4) 1.25% cash deposit and a retention of 1.25% of the Contract Sum (excluding 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.
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DPW-10.5 (FM): VARIABLE GUARANTEE – WORKS OF FACILITIES MANAGEMENT

Director-General
Department of Public Works at National Level
Government of the Republic of South Africa

To: **Department of Public Works**
Private Bag x9469
Polokwane
0700

Sir,

VARIABLE GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF THE DPW FACILITIES MANAGEMENT CONTRACT 2005

1. With reference to the contract between _____ (hereinafter referred to as the "**Service Provider**") and the Government of the Republic of South Africa in its Department of Public Works (hereinafter referred to as the "**Employer**"), Contract/Tender No: **PLK 21/37**, WCS No: **N/A**, for the **Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area**. (hereinafter referred to as the "**Contract**" for the sum of R _____, (_____).

I/we, _____

in my/our capacity as _____ and hereby

representing _____ (hereinafter referred to as the "**Guarantor**") holds at the **Employer's** disposal the sum of R _____, (_____) being 2.5% of the Contract Sum (excl. VAT), for the due fulfillment of the Contract.
2. I/We advise that the **Guarantor's** liability in terms of this guarantee shall be reduced as follows:
 - (a) Annually in equal portions, subject to (b) below;
 - (b) The last annual portion shall be reduced to 5% thereof on expiry of the Service Period;
 - (c) This guarantee shall expire on the date of the Certificate of Completion.
3. The **Guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **Employer** the amount guaranteed, during the period when the claim was received by the **Guarantor**, on receipt of a written demand from the **Employer**, to do so and which demand the **Employer**, may make if (in the **Employer's** opinion and sole discretion) the Service Provider:
 - (a) fails or neglects to comply with the terms and/or conditions of the Contract; or
 - (b) if the **Service Provider's** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws of in force within the Republic of South Africa.
4. Subject to the above, but without in any way detracting from the **Employer's** rights to adopt any of the procedures provided for in the Contract, the said demand can be made by the **Employer**, at any stage prior to the expiry of this guarantee.
5. The amount paid by the **Guarantor** in terms of this guarantee may be retained by the **Employer** on condition that upon issue of the Completion Certificate, the **Employer** shall account to the **Guarantor** showing how this amount has been expended and refund any balance due to the **Guarantor**.
6. The **Employer** shall have the absolute right to arrange his affairs with the Service Provider in any manner which the **Employer** deems fit and the **Guarantor** shall not have the right to claim his release



on account of any conduct alleged to be prejudicial to the **Guarantor**. Without derogating from the foregoing, any compromise, extension of the contract period, indulgence, release or variation of the **Service Provider's** obligation shall not affect the validity of this guarantee.

7. This undertaking is neither negotiable nor transferable, and
- (a) must be surrendered to the **Guarantor** at the time when the **Employer** accounts to the **Guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2 (c) above; and
 - (c) shall not be interpreted as extending the **Guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 200__

AS WITNESS

1. _____
2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
(duly authorized thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to: _____

PG-02.2 (EC) PRICING INSTRUCTIONS - JBCC 2000 PRINCIPAL BUILDING AGREEMENT (Edition 4.1 of March 2005)

Project title:	<i>Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.</i>		
Tender no:	PLK21/37	Reference no:	7/1/1/2/11

C2.1 Pricing Instructions

1. **GENERAL** *(Note to departmental project manager/consultant(s): This item serves as a guideline only and must be deleted)*

- (a) *The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.*
- (b) *The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.*

2. *The following items must be included in the Pricing Instructions. Any additional items deemed necessary must be included herein. (Delete this instruction and re-number the items as required)*

(a) **BILLS OF QUANTITIES / LUMP SUM DOCUMENT**

The **bills of quantities / lump sum document** forms part of and must be read and priced in conjunction with all the other documents forming part of the **contract documents**, the Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings and all other relevant documentation.

(b) **VALUE ADDED TAX**

The **contract sum** must include for Value Added Tax (VAT). All rates, provisional sums, etc. in the **bills of quantities / lump sum document** must however be net (exclusive of VAT) with VAT calculated and added to the total value thereof in the Final Summary.

(c) **FIXED PRICE CONTRACT**

Should the bills of quantities / lump sum document be a fixed price contract, the following clause must be inserted in the Pricing Instructions. (Delete this instruction if a fixed price contract is applicable, or delete item in total if not a fixed price contract)

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

(c) **LABOUR-INTENSIVE WORKS**

Should labour-intensive works be applicable to the contract the following clause must be inserted in the Pricing Instructions. (Delete item in total if labour-intensive works are not applicable to the contract)

Those parts of the works to be constructed using labour-intensive methods are marked in the **bills of quantities / lump sum document** with the letters LI either in a separate column or as a prefix or suffix against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a deviation from the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.



Where minimum labour intensity is specified by the design the **contractor** is expected to use their initiative to identify additional activities that can be done labour-intensively in order to comply with the set minimum labour intensity target.

Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

DEPARTMENT OF PUBLIC WORKS**TERM CONTRACT FOR THE PREVENTATIVE MAINTENANCE, SERVICING &****REPAIRS OF FIRE PROTECTION EQUIPMENT & INSTALLATION OF SYMBOLIC SIGNS****PROVISIONAL BILL OF QUANTITIES FOR 24 MONTHS IN MOPANI AREA**

ITEM	DESCRIPTION	UNIT	QTY	SERVICE RATE	AMOUNT
1,0	BILL NO. 1 : SERVICING OF EQUIPMENT Supply rates for servicing of fire protection equipment as per the Technical Specification. Sum given in the bill below shall be inclusive of all labour, supplies, materials, refill, Transport and equipment required to complete the service. Pressure test will only be done on bottles that were pressure tested 5 years ago or those that do not have a trace of pressure test. Pressure test will only be done once during the course of this contract. Any discontinued or disrepair mounted fire extinguishers must be communicated to Project Manager for further direction. No supply of new fire extinguishers before approval by Project Manager. Hand Held DCP Units				
1,1	2,5 kg DCP unit	no	250		
1,2	4,5 kg DCP unit	no	3000		
1,3	9 kg DCP unit	no	3276		
	Hand Held CO2 Units				
1,4	2 kg CO2 unit	no	300		
1,5	2.5 kg CO2 unit	no	300		
1,6	4.5 kg CO2 unit	no	782		
1,7	6.8 kg CO2 unit	no	200		
	Hose Reels				
1,8	30 m 28 mm diam Fire hose	no	450		
	Hose Hydrant				
1,90	63 mm diam hydrant connection	no	500		
	Fire Hose				
1,10	45 m 65 mm diam Fire hose	no	350		
	Pressure Testing				
1,11	Pressure test of fire hydrant at highest point and all sizes and types of fire extinguishers	no	50		
1,12	Presure testing of all types and zizes of fire extinguishers	no	400		
Total Carried forward to Summary					

DEPARTMENT OF PUBLIC WORKS
TERM CONTACT FOR PREVENTATIVE MAINTENANCE, SERVICING &
REPAIRS OF FIRE PROTECTION EQUIPMENT & INSTALLATION OF SYMBOLIC SIGNS
PROVISIONAL BILL OF QUANTITIES MOPANI AREA.

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY & INSTALL RATE	AMOUNT
2,0	BILL NO. 2: SUPPLY OF NEW EQUIPMENT				
	Supply and Installation of new fire protection equipment as listed here below and as per the Technical Specification. The supply of new fire extinguishers and other equipment will be subjected to Project Manager's approval.(Labour and Transport must be included).				
	Hand Held DCP Units				
2,1	2,5 kg DCP unit	no	10		
2,2	4,5 kg DCP unit	no	50		
2,3	9 kg DCP unit	no	50		
	Hand Held CO2 Units				
2,4	2 kg CO2 unit	no	10		
2,5	5 kg CO2 unit	no	20		
2,6	6.8 kg CO2 unit	no	15		
	Hose Reels				
2,7	30 m 28 mm diam Fire hose	no	25		
	Hose Hydrant				
2,8	63 mm diam hydrant connection	no	40		
	Fire Hose				
2,9	45 m 65 mm diam Fire hose	no	25		
Total Carried forward to Summary Page					

DEPARTMENT OF PUBLIC WORKS
TERM CONTRACT FOR THE PREVENTATIVE MAINTENANCE, SERVICING &
REPAIRS OF FIRE PROTECTION EQUIPMENT & INSTALLATION OF SYMBOLIC SIGNS
PROVISIONAL BILL OF QUANTITIES FOR 24 MONTHS IN MOPANI AREA.

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY & INSTALL RATE	AMOUNT
3,0	BILL NO. 3 : SYMBOLIC SIGNS SUPPLY & INSTALLATION				
	Warning Signs Supply and install the following signs: The warning and safety signs will only be supplied when there is a need. The identified need must be communicated to Project Manager for approval (Labour and Transport must be included).				
3,1	150 x 150 mm PVC	No.	25		
3,2	190 x 190 mm PVC	No.	25		
3,3	290 x 290 mm PVC	No.	25		
3,4	440 x 440 mm PVC	No.	25		
	Information Signs ABS PVC Supply and install the following:				
3,5	150 x 150 mm PVC	No.	25		
3,6	190 x 190 mm PVC	No.	25		
3,7	290 x 290 mm PVC	No.	25		
	Mandatory Signs ABS PVC Supply and install the following:				
3,8	150 x 150 mm PVC	No.	30		
3,9	190 x 190 mm PVC	No.	30		
3,10	290 x 290 mm PVC	No.	30		
	Various Signs ABS PVC Supply and install the following:				
3,11	Mechanical Equipment	No.	20		
3,12	Boiler Room	No.	20		
3,13	Electrical Installations	No.	20		
	Aluminium Framed Wall Mounted Brackets ABS PVC 150 mm Signs Double Sided Supply and install the following:				
3,14	2 compartment	No.	15		
3,15	3 compartment	No.	15		
	Aluminium Framed Wall Mounted Brackets 190 mm ABS PVC Signs Double Sided Supply and install the following:				
3,16	2 compartment	No.	15		
3,17	3 compartment	No.	15		
	Aluminium Framed Chain Hanging Ceiling Units 190 mm ABS PVC Signs Double Sided Supply and install the following:				
3,18	2 compartment	No.	20		
3,19	3 compartment	No.	20		
	Free Standing Double Sided Slippery When Wet Signs Supply and install the following:				
	Fire Blankets				
3,20	Coated 2m X 2m	No.	15		
	Key Boxes				
3,21	Supply and install	No.	20		

DEPARTMENT OF PUBLIC WORKS
TERM CONTRACT FOR THE PREVENTATIVE MAINTENANCE, SERVICING &
REPAIRS OF FIRE PROTECTION EQUIPMENT & INSTALLATION OF SYMBOLIC SIGNS IN MOPANI AREA

PROVISIONAL BILL OF QUANTITIES

ITEM	DESCRIPTION	UNIT	QTY	SUPPLY & INSTALL RATE	AMOUNT
4,0	BILL NO. 4: UNSCHEDULED EQUIPMENT REPAIRS *Note: all distance for inspections and installations will be measured from the Polokwane Post Office Transport Costs Transport costs are for a Vehicle with a load of (1) Ton, inclusive of traveling time for a technician and (2) assistant and to include for servicing of new equipment and repairs to equipment of unscheduled maintenance				
4,1	MATERIAL COSTS Provisional amount allowed for non scheduled items to be used for minor repairs	km	40 000	R 8,00/km	320 000,00
4,2	(R0.00 x %profit + =Amount.) (prov amount) LABOUR COSTS A successful bidder must submit a report for all permanent and temporary labourers on monthly basis in order to comply with EPWP programme on job creation. A relevant reporting template will be available at Public Works office Labour costs for installations and breakdowns will include for all overhead and statutory rates required by law. (Hours for traveling measured under "Transport")	%	R 17,00	%	N/A
4,3	Technician	hrs	450	R 200/hr	90000
4,4	Assistant x 2	hrs	900	R 70/hr	63 000,00
Total Carried forward to Summary Page					473 000,00

DEPARTMENT OF PUBLIC WORKS
TERM CONTRACT FOR THE PREVENTATIVE MAINTENANCE, SERVICING &
REPAIRS OF FIRE PROTECTION EQUIPMENT & INSTALLATION OF SYMBOLIC SIGNS
PROVISIONAL BILL OF QUANTITIES IN MOPANI AREA.

SUMMARY

1	BILL NO. 1 : SERVICING OF EQUIPMENT(TOTAL AMOUNT X2) ANNUAL	
2	BILL NO. 2 : SUPPLY OF EQUIPMENT.....	
3	BILL NO. 3 : SYMBOLIC SIGNS SUPPLY & INSTALLATION.....	
4	BILL NO. 4: UNSCHEDULED EQUIPMENT REPAIRS.....	R 473 000,00
	SUBTOTAL	
	Add VAT @ 15 %	
	TOTAL	
	Total carried to form of offer and acceptance (DPW 07 FM)	

SIGNED:

DATE _____

NAME

COMPANY

TEL

FAX

CELL

**PG-01.3 (FM: PDM) SCOPE OF WORKS – (FM: PDM (2015) 1st EDITION:**

Project title:	<i>Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.</i>		
Tender no:	PLK 21/37	Reference no:	7/1/1/2/11

Scope of Works**1. PRICES**

All prices submitted by the Bidder for items in this document shall make provision for additional costs, these additional costs that may occur as a result clauses to be found on these notes to bidders as well as for the supply of all special and normal plant and everything necessary for the proper execution of the work.

2. VALUE-ADDED TAX

All prices, rates, tariffs etc. in this Bid document shall exclude Value-Added Tax (VAT).

3. THE BIDDER-APPLICATION DATES.

The pages of this Bid are numbered consecutively. The Bidder shall, before submitting his Bid, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or this Bid contains any obvious errors, the Bidder shall obtain a directive in writing from the Department.

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

4. DOCUMENTS

Should there be any contradiction between these; the PA 10 FM will take preference.

5. PROVISIONAL QUANTITIES

Quantities cannot be defined. However, the Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the rates for any item.

Buildings/institutions located within this area that is not listed in this document, will be added by means of an approved variation order.

6. RATES

Each item to be serviced as listed in this Bid document must be priced. "No cost" or unfair and unreasonable tariffs for servicing shall not be accepted and shall lead to disqualification of the Bidder. The Department reserves the right to make such adjustments to individual tariffs in these schedules as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.

7. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

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

Note:-

The contract rates shall remain fixed for twenty four months (24) and no adjustments shall be made. The contractor must allow in his prices for any possible price increases.

8. CONTRACTOR'S ABILITY

Bidders are to note, that the Fire extinguisher and their prime movers to be serviced/ maintained/ repaired under this contract are all of the utmost strategic importance to the Department and full proof of the Bidder's ability to satisfactorily perform the specified services will be required. To this end, Bidder's premises will be inspected for plant, equipment and general good management before Bids are awarded.

Bidders will also have to satisfy the Department that;

- (a) Their technicians are properly qualified to carry out the specified servicing/maintenance/repairs to the equipment contemplated under this contract.
- (b) Their technicians doing the services are fully qualified and have knowledge of servicing, maintaining, repairs and installation of fire extinguishers.
- (c) 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.

Note: All technicians/ Artisans certificate of qualification and apprenticeship contracts shall be submitted with the Bid for evaluation by this Department. A statement of experience gained and on what type of equipment shall be submitted with the Bid for each Artisan/Technician employed. By not complying with this clause the Bid may not be taken in to consideration and will lead to disqualification.

9. MATERIAL OF EQUAL QUALITY

Only original spares, as supplied and recommended by the manufacturer/supplier of the equipment installed on site, shall be used. Under no circumstances shall pirate parts be used or parts modified to effect repairs.

Where original spares are no longer available, it shall be brought to the attention of the Department, together with a proposal for the replacement or modification of the item to insure continued serviceability.

The Contractor shall submit to the Department the suppliers or factory guarantee of repaired or replaced components together with the serial numbers of original and new components which shall be entered on the job card and invoices submitted for payment.

All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months after date of repair.

10. REDUNDANT MATERIAL, RUBBISH AND WASTE

All redundant material and parts shall remain the property of the Government and shall be left on site and stored in a room designated therefore by the Caretaker or person in charge of the equipment or building against the job card as a receipt. A copy of the job card shall be left with the Caretaker or person in charge for audit purposes. The original job card shall be attached to the invoice. Failure to comply with this requirement shall lead to payments not being effected within the prescribed period of 30 days.

All redundant material or parts shall be labelled with the complaint number for the repair work.

After an inspection of all material and parts that are obsolete/unserviceable/of no value to the Regional Manager, the Contractor shall be notified to remove and dispose of such material and parts during his next service call. The material and parts shall then become the property of the Contractor and the removal and disposing thereof shall be for the Contractor's account.

11. FRAUDULENT CONDUCT

Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit.

12. SCOPE OF CONTRACT

This contract covers the servicing, maintenance and repairs of all Hand fire fighting equipment in properties, namely official quarters, living quarters and messes in military, correctional services, state buildings, and etcetera. As well as certain hired buildings and structures falling under the control of this Department or other Departments hereafter referred to as "Client" Departments.

The Contractor shall submit to the Regional Manager a **program with fixed calendar dates when equipment will be serviced** within 14 days after the contract has been awarded, to enable the Regional Manager to arrange for inspections.

Any deviations from this program shall be brought to the Regional Manager's attention by facsimile at least 7 days prior to the due servicing dates.

Where repairs are required to specialized items of equipment the Contractor shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of sub-contractors, he shall apply to the Department for written approval before making use of their services.

The prices for services of equipment at Bill "1" must include the cleaning of equipment, labour, transport, replacement of components (parts) and recharge of extinguishers as described in specification SABS 1475.

13. UNCERTAINITY ABOUT SCOPE OF CONTRACT

Should the Contractor be uncertain about the scope of any work to be executed under this contract, the Department shall immediately be requested in writing to clarify any discrepancies that may exist before the closing date of this Bid. No claims whatsoever in this regard will be entertained after the contract has been awarded.

14. STANDARD OF WORKMANSHIP

The standard and quality of workmanship and maintenance will comply with the applicable SANS 1475 and shall be to the best standard practice of the industry.

Servicing, repair work and call-outs shall at all times be done by suitable qualified and trained staff and under no circumstances may untrained workers be left alone on site without proper supervision of trained staff.

It will be the responsibility of the successful Bidder to ensure that all the Emergency Fire extinguishers maintain the conditions required for the full period of this maintenance, service and repair Contract.

15. MAINTENANCE AND REPAIRS

All equipment shall be serviced and maintained as per OHSA. It shall be required from the Contractor to do pre-arranged repair work to the Emergency Fire extinguisher sets as and when necessary and only on written instruction from the Departments Regional Manager.

The Contractor shall submit a detailed job description and cost breakdown for all repair work required to the Equipment.

In the event of any scheduled repair work becoming necessary, the Contractor shall furnish the Regional Manager with a detailed cost breakdown, stating the duration required and probable timing of the repairs.

Repairs shall be scheduled in order to coincide with the next service wherever possible. Scheduled repairs at any other time shall only be allowed where possible failure of the equipment or damage to equipment may occur before the next scheduled service. The contractor shall clearly identify these items on his report together with a recommendation as to when such repairs must be affected.

Scheduled repairs shall be carried out promptly and within the stated time frame, should any delay occur, the Regional Manager shall immediately be advised of the reason for and possible duration of the delay.



On repaired items, an unconditional guarantee of 90 calendar days shall be required and on new items an unconditional 365 calendar days guarantee. Guarantee to be effected from the date when job card is affected

16. UNSCHEDULED REPAIRS (EMERGENCY CALL-OUTS)

The successful Contractor shall be required to provide a 24 hour-365 day per year stand-by service so as to attend immediately to any breakdowns and/or other emergencies that may occur. The Contractor shall have suitably qualified staff available at all times.

Emergency repairs after hours may not be executed without receipt of an official complaint number and only on the instruction of the Regional Manager.

The Contractor shall however ensure that the official of the user department signs the job card. The Contractor shall also ensure that he obtains the official complaint number from the Department on the following working day. No payment shall be made without a complaint number, duly completed and signed on the job card; only breakdowns that affect health and safety or the operation and safety of sensitive equipment shall be treated as emergency repairs.

Note: Should the contractor's price for material/new parts be abnormally high, the department reserve the right to obtain written quotations for such material/ new parts from other independent suppliers and adjust the contractor's price accordingly. A separate invoice for each installation shall be submitted for repairs executed.

17. PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ADDENDUM B)

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each service submit to the Regional Manager copies of the service schedule duly completed and signed by the Contractor.

The Contractor shall make his own arrangements for printing and duplicating of service schedules at no extra cost.

The service schedule shall be countersigned by the officer in charge of the building in which the equipment is situated and he shall endorse the schedule to the effect that the equipment in his opinion, is serviced satisfactorily.

18. OFFICIAL ORDER FOR REPAIRS

- a) An official order for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to the Contractor by officials of the Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing. If the Contractor has facsimile facilities, the Complaint Form OW415 shall be faxed to him. **The Contractor shall not proceed with any work without the official complaint Form OW415 and approved estimate.**
- c) Special arrangements are applicable for emergency services, which are stipulated in clause 16 hereof.
- d) No payments shall be made for work executed without the necessary written authority (Form 415).
- e) Payments shall be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment.

Covered work: Any work to be permanently covered after the completion is to be inspected by this office before being covered to verify quantities and quality. Arrangements are to be made at least 48 hours in advance for such an inspection. The Department reserves the right to request the uncovering of such work at the contractors cost to check quantities and quality of the materials used. Failure to comply will result in non-payment of invoices.

19. EXECUTION OF REPAIRS

In the event of repairs having to be carried out urgently during the course of a programmed service, details of such repairs shall be reported immediately to the Regional Manager for further instructions and/or authority to proceed.



When Hand fire fighting equipment has to be removed from site for repairs, the contractor shall temporary install an exchange unit.

No work may be carried out without prior instruction from the Regional Manager. In the event of failure of the contractor to maintain and/or repair any installation within the time period stated and to the satisfaction of the Regional Manager, the latter reserves the right to make any other arrangements necessary to carry out the said maintenance and/or repairs and the contractor shall be liable to the Regional manager for payment of any additional expenditure hereby incurred as well as for payment of damages which the Regional manager may suffer as a result of the contractor's default or neglect.

Note: "response time"

The contractor shall commence with repairs within two (2) days after receipt of an instruction and immediately in the case of emergency repairs.

20. JOB CARDS FOR REPAIRS

Job cards shall be completed in all respects for each and every repair undertaken. Job cards shall be in accordance with the example included in this document and duplicating or printing thereof shall be for the Contractor's own account.

Job cards shall be completed legibly in ink after completion of each repair and all unused lines shall be deleted. In addition to the original completed job card submitted with the invoice, the contractor shall submit a copy of the fully completed job card to the User Department for audit purposes and for verification of the deletion of the unused lines. Incomplete and incorrect job cards shall be returned to the contractor with his unpaid invoice.

21. SERVICING OF FIRE EXTINGUISHERS

A. FULL MAINTENANCE GUARANTEE

The guarantee will encompass the annual servicing and maintenance of various types of fire extinguishers, according to the SANS specification. The fire extinguisher must be serviced at least once in 12 months.

B. TYPE OF DRY POWDER TO BE USED

Only 30% MAP ABC powder to be used

22. PRESSURE TESTING, HYDROSTATIC TESTING

This work will be done according to the rules as laid down in the Occupational Health and Safety Act. After any fire extinguisher is pressure tested a label must be affixed to the bottom rim indicating the date of the pressure test, firms name and the person's initials doing the test. CO2 Fire extinguishers will be stamped in accordance with the standard procedure after hydrostatic testing.

Batch certificates must be forwarded to the department, attached to the relevant invoice.

23. ACCOUNTS FOR SERVICING AND REPAIRS

Accounts for servicing shall be accompanied by a Service Schedule. Accounts for repairs executed, shall be accompanied by a job card and timesheet. The contractor shall cross-reference all prices and tariffs on invoices with the applicable prices and tariffs in the Bid document.

Note:

Any errors made by the Contractor, intentionally or unintentionally in the completion of the job cards, service schedule or accounts and discovered at a later stage, shall be rectified and the Department shall recover any overpayment.

24. SUBMISSION OF SUPPLIER'S INVOICES

Contractors shall submit copies of **original supplier's tax invoices** in respect of new parts, components and material purchased for any repairs, attached to all accounts where non-scheduled repairs were executed. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.

Note:

Should the contractor's price for material /new parts /components be abnormally high, the Department reserves the right to obtain written quotations for such material /new parts /components from other independent suppliers and adjust the contractor's price accordingly.

A separate invoice for each installation shall be submitted for repairs executed.

25. PAYMENT TO CONTRACTORS

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements of paragraphs 16, 20 and 22, shall be made within 30 days after receipt thereof.

26. PROFIT ON MATERIAL

Percentage mark-up as Bid is allowed on non-scheduled material, parts and components only and not on labour, transport and sub-contractor's services. **The total discount obtained from the supplier shall be credited to the Department.** The percentage mark-up shall then be calculated on the total discount price excluding VAT.

27. TRANSPORT COSTS

Transport cost will include the cost of wages and overheads for personnel during transport to the site and running cost of the vehicle.

- a.) Transport cost will be calculated from **Polokwane** Post Office to the site specified. Transport cost involved for any additional instructions executed on the same day or at the same institution or building will be calculated from point "A" (the first instruction) to point "B" (second instruction) to point "C" (third instruction) etc. Under no circumstances will separate transport costs for instructions executed on the same day or at the same institution or building in the same areas be allowed.
- b.) The Contractor shall make the necessary arrangements to have the required material or equipment available to execute the repairs, therefore no claims for delivery cost or transport cost to collect material or equipment shall be accepted.

28. ACCESS TO PREMISES

The Contractor undertakes to:

- (a) Arrange with the occupants of the buildings regarding access to the premises in order to execute the required service.
- (b) Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- (c) Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- (d) Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act no 30 of 1966) and any amendments thereof.
- (e) Comply with all the by-laws and requirements of the Local Authority.
- (f) Carry out maintenance, servicing and repairs during normal working hours.
- (g) Comply with OHSA



29. ACCESS CARDS TO SECURITY AREAS

Should the work fall within a security area, the Contractor shall obtain, either from the SA National Defence Force, S A Police Service or the Client Department access cards for his personnel and employees who work within such an area. The Contractor shall comply with any regulation or instructions issued from time to time, concerning the safety of persons and property, by the S A National Defence Force or the Client Departments.

30. SECURITY CHECK ON PERSONNEL

The Department or the Chief of the S A National Defence Force, or the Commissioner of the S A Police Service can require the Contractor to have his personnel or a certain number of them security classified.

In the event of either the Department, the Chief of S A National Defence Force or the Commissioner of the S A Police Service 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.

31. COMPILING AN INVENTORY AND MARKING OF EQUIPMENT:

A comprehensive inventory of all parts shall be compiled by the Contractor during his first service call. The inventory shall describe the part in detail and the description shall indicate the make, model, size, capacity location of user Department in accordance with addendum "C" of this document. A copy of this inventory and all relevant numbers shall be forwarded to this department and updated on monthly basis

All Emergency Fire extinguisher serviced under this contract shall be permanently marked by the Contractor. The number on each installation shall be unique and either be stamped, painted or sprayed on to the equipment. The markings shall be in a conspicuous position, but shall not deface the appearance of the installation. The number of the installation shall be allocated by the contractor and the format is to be approved by the Regional Manager. Numbering shall be according to OHSA

Note:

The price for marking of the equipment and compiling of the inventory shall be included in the price for servicing.

32. CANCELLATION OF SERVICING TO INSTALLATIONS

The Department reserves the right to cancel this contract partly, meaning that certain installations might be withdrawn from this contract at any stage during the validity of this contract. The contractor undertakes not to lay any claim(s) against the Department in this event. A written 30 days' notice in this regard will be issued to the contractor.

33. OCCUPATIONAL HEALTH AND SAFETY

The bidder should have a safety officer at his/her workshop in order to comply with safety act (Act 85 of 1993). The purpose of the act is to provide for the health and safety of persons at work or in connection with the use of plant and machinery. It further provides for the protection of persons other than persons at work from hazards arising out of or in connection with the activities of persons at work.



PG-03.2 (EC) SITE INFORMATION – JBCC 2000 PRINCIPAL BUILDING AGREEMENT (edition 4.1 of March 2005)

Project title:	Repairs, Maintenance and Service of Fire Fighting Equipment for 24 Months in Mopani Area.		
Tender no:	PLK 21/37	Reference no:	7/1/1/2/11

C4 Site Information

1. **GENERAL** *(Note to departmental project manager/consultant(s): This item serves as a guideline only and must be deleted)*
 - (a) The Standard for Uniformity in Construction Procurement published in terms of the Construction Industry Development Board (CIDB) Act, 2000 (Act no. 38 of 2000), the Standardized Construction Procurement Documents for Engineering and Construction Works as issued by the CIDB and any other relevant documentation pertaining thereto must be studied and all principles in this regard must be applied to all procurement documentation, practices and procedures.
 - (b) The consultant(s)/project manager must acquaint themselves fully with all relevant matters pertaining to this section in order to enable prospective tenderers to price for all eventualities.
2. The following serves as a guideline only with regard to the type of items to be included in the Site Information. *(Delete this instruction and re-number the items as required)*
 - (a) N/A
 - (b) Specific requirements must be described in clause 12.1 of the Schedule of Variables, Section B, JBCC Preliminaries *(Delete this instruction)*
 - (c) N/A



public works

Department:
Public Works
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION FOR PREVENTATIVE AND DAY TO DAY MAINTENANCE SERVICES

Generic Guidelines Building, Civil, Electrical and Mechanical Services

MANAGED BY: STATUTORY COMPLIANCE

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1. PREAMBLE

In terms of the Occupational Health and Safety Act and Regulations, (Act 85 of 1993), the Department of Public Works (NDPW), as the Client shall be responsible to prepare Health & Safety Specifications for any intended project and provide any Contractor who is making a bid or appointed to perform any work for the Client (NDPW).

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation.

Due to wide and different scope of any work on any project, every activity will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained herein, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The National Department of Public Works (NDPW) is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 35 National Departments responsible for the governance of the NDPW. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its Clients Departments and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Contractor is to take due cognisance of the above statement.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the NDPW.

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Occupational Health and Safety and Regulations, Act 85 of 1993, including all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

3. PURPOSE

The Department is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Contractor with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Public Works. The Contractor is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) Safety considerations affecting the site of the project and its environment;
- b) Health and safety aspects of the associated structures and equipment;
- c) submissions on health and safety matters required from the Contractor; and
- d) the Contractor's health & safety plan.

To serve to ensure that the Contractor is fully aware of what is expected from him/her with regard to the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Regulations made there-under including the applicable safety standards, and in particular in terms of Section 6,7 and 8 of the construction regulation (2014).

To inform the Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

4. **DEFINITIONS** – All definitions in this document are explained or provided for in the Occupational Health and Safety Act and Preventative and Day to Day Maintenance Conditions of Contract.

Where contradictions are experienced, the definitions in the OHSA will take precedence.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 *Communication, Participation & Consultation*

5.1.1 Occupational Health & Safety matters/issues shall be communicated between the client, the Contractor, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.

5.1.2 Consultation with the workforce on OHS matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.1.3 The Contractor will be responsible for the dissemination of all relevant OHS information to all involved, e.g. design changes agreed with the Client.

6. INTERPRETATION

- a) The Occupational Health and Safety Act and all its Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.
- b) The Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Act.

7. RESPONSIBILITIES OF THE CONTRACTOR.

- a) The Contractor shall accept the appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work;
- b) The Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act and the Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

- d) The Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification,
- e) The Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- f) The Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on him by the client in terms of this Specification and the Act.

8. SCOPE OF WORK

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the contract documents, this amongst all includes and not limited for example, to:

- Maintenance of building and horticulture works;
- Maintenance of electrical and or Mechanical machineries
- Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.

9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complexity of the project and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers.
- (b) The plan must be implemented, maintained and kept up to date during the project execution.
- (c) The contractor should prepare a H&S plan that includes
 - project information;
 - client requirements for H&S management on the project;
- (d) The H&S plan should include the following information:
 - Details of the client, that is the person commissioning the work, for example their name, representative and contact details;

- Details of the project, for example address of the workplace, anticipated start and end date and a brief description of the type of work that the H&S plan will cover;
 - Details on how to manage the risks associated with falls, falling objects, moving plant, electrical / mechanical / building work and all high risk work in the project, as per the scope of work.
- (e) The H&S plan should also include information on:
- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
 - the safe use and storage of plant;
 - obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
 - ensuring workers have appropriate licences and training to undertake the construction work.
- (f) The H&S plan must contain:
- a general description of the type of work activities involved in the project
 - the project program or schedule details, including start and finish dates, showing principal activities;

10. HEALTH AND SAFETY FILE

- a) The contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- b) The Contractor must, keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- c) The Health and Safety File will remain the property of the Client throughout the project work and shall be consolidated and handed over to the Client.

11. OH&S GOALS AND OBJECTIVES AND ARRANGEMENTS FOR MONITORING AND REVIEWING OH&S PERFORMANCE

The Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client on a continuous basis.

11.1 Identification of hazards and development of risk assessments, standard working procedures (SWP) and method statements

The Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Safety Audit by the NDPW.

The NDPW (Client) will be conducting Periodic Audits ensure to compliance with Occupational Health and Safety Act and Regulation (Act 85 of 1993) and to ensure that the Contractor is adhering to, implemented and is maintaining the agreed and approved OH&S Plan.

- a) A representative of the Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

a) The Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- i. dies
- ii. becomes unconscious
- iii. loses a limb or part of a limb
- iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
- ii. the health or safety of any person was endangered
- iii. where a dangerous substance was spilled
- iv. the uncontrolled release of any substance under pressure took place
- v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

b) The Contractor is required to provide the NDPW with copies of all statutory reports required in terms of the Act and the Regulations.

c) The Contractor is required to provide the NDPW with a monthly "SHE Risk Management Report".

d) The Contractor is required to provide a.s.a.p. the NDPW with copies of all internal and external accident/incident investigation reports.

The Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

- (a) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- (b) The Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- (c) The Contractor is responsible for the investigation of all accidents relating to site operations and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- (d) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- Determine the underlying H&S deficiencies and other contributory factors
 - Identification of corrective/preventative actions and continual improvement
 - Communicating the outcome/results and documenting the events of the investigation.
- (e) **Reporting Of Near-Misses**
- The National Department of Public Works (NDPW) views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
 - Department of Public Works retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

The Contractor is to review the Hazard Identification, Risk Assessments and Standard Work Processes at each Planning and Progress Report meetings as the work develops and progresses, and each time changes are made to the designs, plans and work methods and processes.

The Contractor must provide the NDPW and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

12.1 Site Rules and other Restrictions

a) OHS rules

The Contractor must develop a set of site-specific OHS rules that will be applied to regulate the Health and Safety Plan and associated aspects of the project.

b) Security Arrangements

The Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-employees shall at all times be provided with fulltime supervision while on site. The Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

The Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

12.1.1 Duties and Functions of the H&S Representatives

- The Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by the Contractor.
- The report must be consolidated and submitted to the Health & Safety Committee.
- H&S Representatives must form part of the incident/accident investigating team.

12.1.2 Establishment of H&S Committee(s)

- The Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.
- The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

12.1.3 Training & Awareness

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Contractor's Health and Safety Plan and Health and Safety File.

a) *Training & Induction*

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance; moreover all employees on site must be in possession of proof of General Induction training.

13. PROJECT/SITE SPECIFIC REQUIREMENTS

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

- a) Clearing & grubbing the area/site
- b) Site establishment
- c) Dealing with existing structures
- d) Location of existing services
- e) Protection against heat exhaustion, dehydration, wet & cold conditions
- f) Use of portable electrical & explosive tools
- g) Mechanical works**
 - Boilers, Incinerators, welding works, Lifts, air-conditioning, geysers, heaters etc.
- h) Electrical Works**
 - Wiring, Standby generators, transformers, bulb changing, etc.
- i) Any on **Plants**
 - Sewage plants, Water reticulation plants
- j) Building Works**
 - Roofing work, ceiling, carpeting, painting, tiling, plumbing, carpentry, partitioning, etc.
- L) Civil Works**
 - Parking areas, Roads pavings, speed humps construction

14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	- Updated copy of Act & Regulations on site. - Readily available for perusal by employees.
C.O.I.D Act Section 80	Registration with Compensation Insurer.	Written proof of registration/Letter of good standing available on Site
Section 8(2)(d)	Hazard Identification & Risk Assessment	- Hazard Identification carried out/Recorded - Risk Assessment and – Plan drawn up/Updated - RA Plan available on Site - Employees/Sub-Contractors informed/trained.
Construction. Regulation 6(1)	Designation of Person Responsible on Site	- Competent person appointed in writing as - Construction Supervisor with job description.
Construction. Regulation 6(2)	Designation of Assistant for above	- Competent person appointed in writing as - Assistant Construction Supervisor with job description.
Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	- H&S Committee/s established. - All H&S Reps shall be members of H&S Committees - Additional members are appointed in writing. - Meetings held monthly, Minutes kept. - Actioned by Management.

Section 37(1) & (2)	Agreement with Mandatories/	• Written agreement with (Sub-)Contractors • Proof of Registration with Compensation Insurer/Letter of Good Standing • Construction Supervisor designated • Written arrangements re. • Written arrangements re. First Aid.
General Admin. Regulation 8 C.O.I.D Act Sect.38, 39 & 41	Reporting of Incidents (Dept. of Labour)	• Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept.
General Admin. Regulation 9	Investigation and Recording of Incidents	• All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 10	Fall Prevention & Protection	• Competent person appointed to draw up the Fall Protection Plan • Proof of appointees competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated • Available on Site
Hazardous Chemical Substances Regulation 9A	Material Safety Data Sheet (MSDS)	• Provide a MSDS in s form of Annexure 8 for every hazardous chemical substance used / intend to use. • Provide information and training for all exposed employees

Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	- Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment - Written Proof of Competence of above appointee available on Site. - Cranes & Lifting tackle identified/numbered - Register kept for Lifting Tackle - Log Book kept for each individual Crane - Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/6monthly - Other cranes - annually by comp. person - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application
General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	- Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage - Written Proof of Competence of above appointee available on Site
Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	- Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures - Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site - Fire Risk Assessment carried out - All Fire Extinguishing Equipment identified and on register. - Inspected weekly. Inspection Register kept - Serviced annually

General Safety Regulation 3	First Aid	• Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid box/es displayed. • Location of First Aid box/es clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	• PSE Risk Assessment carried out • Items of PSE prescribed/use enforced • Records of Issue kept • Undertaking by Employee to use/wear PSE • PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	• Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment • Written Proof of Competence of above appointee available on Site • All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately • Equipment identified/numbered and entered into a register • Equipment inspected weekly. Inspection Register kept • Separate, purpose made storage available for full and empty vessels.
General Safety Regulation 13A	Inspection of Ladders	• Competent person appointed in writing to inspect Ladders • Ladders inspected at arrival on site and weekly thereafter. Inspections register kept • Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register.

15. THE CONTRACTOR'S GENERAL DUTIES

- The Contractor shall at all times ensure his status of an “employer” as referred to in the Act, and will abide by his/her responsibilities, duties and functions as per the requirements of the Act and Regulations with specific reference to Section 8 of the Act.
- The Contractor shall keep, and on demand make available, a copy of the Act on site at all times and in addition to that he/she will introduce and maintain a file titled “Health and Safety File”, or other record in permanent form, which shall contain all relevant aspects and information as contemplated in the Construction Regulations. He/she will make this file available to the NDPW representative whenever necessary or on request to an interested party.
- The project under control of the Contractor shall be subject to periodic health and safety audits that will be conducted by the NDPW at intervals agreed upon between the Contractor and the NDPW, provided such intervals will not exceed periods of one month.
- The Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Contractor should note that he/she shall be held liable for any anomalies including costs and resulting deficiencies due to delays caused by non-conformance and/or non-compliance to the above Health and Safety Specifications and the Health and Safety Plan based on these specifications.

16. THE CONTRACTOR'S SPECIFIC DUTIES

The Contractor's specific duties in terms of these specifications are detailed in the Occupational Health and Safety Act and Regulations (Act 85 of 1993), as the employer.

17. THE CONTRACTOR'S SPECIFIC RESPONSIBILITIES WITH REGARD TO HAZARDOUS ACTIVITIES

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following the Occupational Health and Safety Act and Regulations (Act 85 of 1993) and other applicable regulations of the Act, including relevant SANS codes;

- Fall protection
- Structures
- Excavation work
- Demolition work
- Scaffolding
- Water environments
- Housekeeping on construction sites
- Fire precautions on construction sites.

This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Occupational Health and Safety Act and Regulations (Act 85 of 1993) will be kept in the Health and Safety File and will be made available at any time when required by the NDPW or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE CONTRACTOR

Legal Framework: Part of legal obligations

The more important Acts and relevant subordinate/secondary legislation as well as other (inter alia Local Government) legislation that also apply to the State as well as to State owned buildings and premises: -

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- b. The Local Government Ordinance 1939 (Ordinance 17 of 1939) as amended and the municipal by-laws and any special requirements of the local supply authority
- c. The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- d. The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- e. The Post Office Act 1958 (Act 44 of 1958) as amended
- f. The Electricity Act 1984, Act 41 of 1984
- g. The Regulations of Local Gas Board(s), including Publications of the SABS Standards and Codes of Practice, with specific reference to GNR 17468 dated 4th October 1997
- h. Legislation pertaining to water usage and the environment
- i. Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- j. Common Law

19. HOUSE KEEPING

In promotion of environmental control all waste, rubble, scrap etc., will be disposed of at a registered dump site and records will be maintained. Where it is found to be impractical to use a registered dump site or it is not available, the Contractor will ensure that the matter is brought to record with the NDPW or his representative, after which suitable, acceptable alternatives will be sought and applied.

Dross and refuse from metals, and waste matters or by-products whose nature is such that they are poisonous or capable of fermentation, putrefaction or constituting a nuisance shall be treated or disposed of by methods approved of by an a certified institution.

NOTE: No Contractor / employer shall require or permit any person to work at night or after hours unless there is adequate, suitable artificial lighting including support services in respect of Health and Safety.

20. MINIMUM REQUIREMENTS (NOT EXHAUSTIVE) TO BE KEPT BY THE CONTRACTOR

a) Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site, unless provided for by the NDPW.

b) Smoking Areas

The Department of Public Works is designated as non-smoking area.

c) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and the NDPW.

d) Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

- i. lifting equipment and lifting tackle
- ii. power driven machinery
- iii. electrical equipment
- iv. testing and monitoring equipment

e) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading (e.g. plastic danger tape) has been approved in writing by the NDPW. The contractors' barricading standard shall be included in the Health and Safety Plan. Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

f) Erection of Structures for Logistic Support

The NDPW shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

g) Fall Arrest and Prevention Equipment

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest. Equipment. Users of fall arrest equipment shall, amongst other things be

trained in what an appropriate load bearing point is for connecting fall prevention equipment.

Any deviation from this requirement shall be negotiated and agreed with the NDPW in writing.

h) Hazardous Chemical Substances Waste Removal

The contractor shall provide adequately marked and sealable containers to transport all hazardous chemical waste from the source to the approved Works disposal point.

i) Personal Protective Equipment (PPE)

Personal protective equipment issued shall be specific to the risks associated with the work to be performed and specific to conditions on site and shall comply with South African National Standards (SANS) or similar.

21. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged and the system tested before commencing with any work or repairs.

22. IMPORTANT LISTS AND RECORDS TO BE KEPT

The following are lists of several records that are to be kept in the Health and Safety File;

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- an evaluation of the method of the work to be conducted
- the method statement on the procedure to be followed in performing the task shall be developed
- the risk assessment will also include activities like:
 - i. Transportation of passengers and goods to and from site
 - ii. Physical and mental capabilities of employees
 - iii. Others as may be specified.

- a review plan for risk assessments shall provide for:
 - i. the quarterly review of all applicable risk assessments
 - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
 - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

b) Risk Profile

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) Risk Based Inspection Program

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

d) List of Statutory appointments

e) List of record keeping responsibilities Inspection checklist

IMPORTANT CONTACT DETIALS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

SERVICE	NUMBER	CONTACT PERSON
OHS Spec Guideline Aug 2015		



Hospital		



Ambulance		



Water		
Electricity		



Police		



Fire Brigade		



Engineer		

ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

**SECTION 37(2) AGREEMENTS
CONCLUDED BETWEEN**

DEPARTMENT OF PUBLIC WORKS

(Hereinafter referred to as Department of Public Works)

AND

.....

(Name of contractor/supplier)

I,[
(name)representing [Insert name of
contractor/supplier], do hereby acknowledge that
[insert name of contractor/supplier] is an employer in his/her own right, with duties as prescribed
in the Occupational Health and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to
ensure that all work will be performed and/or machinery or plant used in accordance with the
provisions of the Act.

I undertake that [insert name of contractor/supplier]
shall strictly adhere to, and ensure that his/her employees adhere to, the provisions of the
Occupational Health and Safety Act, 1993 (Act 85 of 1993).

I have been provided with SHE specifications for project/service[insert
brief details of project/service, for example, name, contract/project number]
.....and will comply with the requirements set out in these.

I accept and agree that the SHE specifications constitute arrangements and procedures between
..... [Insert name of contractor/supplier] and
Department of Public Works, which will ensure compliance by
..... [Insert name of contractor/supplier] with the
provisions of the Act, as contemplated in section 37(2) of the Act.

This agreement constitutes the sole agreement between the parties, and no variation,
modification, or waiver of any of the provisions of this agreement or consent to any departure from
these shall, in any manner, be of any force or effect, unless confirmed in writing and signed by
both parties, and such variation, modification, waiver, or consent shall be effective only in the
specific instance and for the specific purpose and to the extent for which it was made or given.

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she
has the requisite authority to do so.

Signed this day of 20 at

..... (Place)

(Full name)..... (Signature)on

Behalf of **(Supplier/contractor)**

Contractor Responsible Manager (*responsible for signing the Department of Public Works' contract on behalf of the contractor*)

Witnesses

1.

2.

Signed this day of20.....

At (Place)

(Full name)..... (Signature).....on

On behalf of **Department of Public Works (NDPW).**
(Department of Public Works representative)

Witnesses

1.

2.

DETAILS OF CONTRACTOR:

Name and Surname

Tel No. and Cell No.

Fax No.

DETAILS OF CONTRACT (WORK TO BE EXECUTED):

Description

Ref. No. (Invoice / Order No.).

Start Date

SUPERVISION BY THE DEPARTMENT OF PUBLIC WORKS:**DETAILS OF NDPW REPRESENTATIVE:**

Name and Surname

Tel No. and Cell No.

Fax No.

SUPERVISION BY CONTRACTOR:**DETAILS OF CONTRACTOR'S SUPERVISOR:**

Name and Surname

Tel No. and Cell No.

Fax No.

DETAILS OF CONTRACTOR'S HEALTH AND SAFETY REPRESENTATIVES:

Name and Surname

Tel No. and Cell No.

Fax No.



FACILITIES MANAGEMENT

CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

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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 $(Rw - Rn) \div X$ 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:
- (1) deductions for penalties;
 - (2) deductions for overpayments;
 - (3) deductions for retention
 - (4) deductions for damages.
- 26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.
- 26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.
- 26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.
- 26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.
- 26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.
- 26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.



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

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

27. RELEASE OF SECURITY

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

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

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

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

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

27.3 If the form of security selected is:

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

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

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

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

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

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

28. OVERPAYMENTS

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

29. COMPLETION

28.1 At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.

29.2 At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.

29.3 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:



29.3.1 The Guarantee shall be returned, if applicable.

29.3.2 The final cash deposit or retention, whichever is applicable, shall be reduced to zero.

30. ASSIGNMENT

30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

31. INDULGENCES

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

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

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

33. BREACH OF CONTRACT

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

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

- 33.1.2 To terminate this Contract without prejudice to any other rights it may have;
- 33.1.3 To suspend further payments to the Service Provider;
- 33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.
- 33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.
- 33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:
 - 33.3.1 enforce strict compliance with the terms and conditions of the Contract; or
 - 33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.
- 34. STOPPAGE AND/OR TERMINATION OF CONTRACT**
 - 34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.
 - 34.2 The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:
 - 34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;
 - 34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;
 - 34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;
 - 34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;
 - 34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or
 - 34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;
 - 34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.
 - 34.4 Further, the Contract shall be considered as having been terminated:
 - 34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or
 - 34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.
 - 34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:

- 34.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
- 34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.
- 34.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

35. DISPUTE RESOLUTION

- 35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.
- 35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.
- 35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.
- 35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.
- 35.6 On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.
- 35.7 If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.
- 35.8 If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.
- 35.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.
- 35.10 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.

36. GENERAL

- 36.1 This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.
- 36.2 The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

37. DOMICILIUM CITANDI ET EXECUTANDI



- 37.1 The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.
- 37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.
- 37.3 Any notice in terms of the conditions of the Agreement must either be:
- 37.3.1 delivered by hand during normal business hours of the recipient; or
 - 37.3.2 sent by prepaid registered post to the address chosen by the addressee.
- 37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:
- 37.4.1 if hand-delivered on the date of delivery;
 - 37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.
- 37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.
- 37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.