public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTHAFRICA

BID DOCUMENT

PROJECT DESCRIPTION: PANEL OF CONTRACTORS FOR PEST CONTROL FOR A PERIOD OF 24 MONTHS : NKANGALA DISTRICT

BID NO:	**NST26/012**
Closing Date:	**11 September 2026**
Closing Time:	**11:00 AM**
Bid Briefing Meeting Date:	**31/08/2026**
Bid Briefing Meeting time:	**11:00 AM**

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

Name of the Tenderer: .....

Bid Box Address
Department of Public Works & Infrastructure
Nedbank Building 9th floor
30 Brown Street
Nelspruit
1200

SCM SPECIFIC ENQUIRIES:	**TECHNICAL / PROJECT SPECIFIC ENQUIRIES**
Enquires: **Wisdom Dzamukeri**	Enquires: **SOLOMON SEGOOA**
Tel No: **013 1010 109** during office hours	Tel No: **Indicate** during office hours
Cell No: **N/A**	Cell No: **082 9458 570**
Email Address: WISDOM.DZAMUKERI@DPW.GOV.ZA	Email Address: SOLOMON.SEGOOA@DPW.GOV.ZA

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SUMMARY OF BID INFORMATION

Bid Number	**NST26/012**	
Bid/ Project Description	**PANEL OF CONTRACTORS FOR PEST CONTROL FOR A PERIOD OF 24 MONTHS : NKANGALA DISTRICT**	
Bid Closing date & Time	**Friday, 11 September 2026**	**Closing Time: 11:00 AM**
Bid Briefing Date & Time (If applicable)	*Date of Bid Briefing (if any)* **31/08/2026**	*Time of Bid Briefing (if any)* **11:00 AM**
Venue	**NELSPRUIT PRISON,7 Henshall Street, Nelspruit,**	
SCM SPECIFIC ENQUIRIES:	**Wisdom Dzamukeri**	WISDOM.DZAMUKERI@DPW.GOV.ZA
	013 1010 109	**N/A**
TECHNICAL / PROJECT SPECIFIC ENQUIRIES	**SOLOMON SEGOOA**	SOLOMON.SEGOOA@DPW.GOV.ZA
	013 7536 397	**082 945 8570**
Bid Validity Period	**84 days**	
Bid Document Price	**R 100.00**	
Procurement Plan Reference Number	**1537**	

Business General

PA 32: INVITATION TO BID

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)					
BID NUMBER:	**NST26/012**	CLOSING DATE:	**Friday, 11 September 2026**	CLOSING TIME:	**11:00 AM**
DESCRIPTION	**PANEL OF CONTRACTORS FOR PEST CONTROL FOR A PERIOD OF 24 MONTHS : NKANGALA DISTRICT**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE
BID BOX SITUATED AT (*STREET ADDRESS*)

30 BROWN STREET NEDBANK BUILDING 9TH FLOOR
NELSPRUIT
OR POSTED TO:

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
	TCS PIN:		**OR**	CSD No:	
Signature of Bidder	……		Date		
CAPACITY UNDER WHICH THE BID IS SIGNED (Attached proof of authority to sign this bid (e.g. resolution of Directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE (ALL INCLUSIVE TAXES)**		R

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT/ PUBLIC ENTITY	**PUBLIC WORKS & INFRASTRUCTURE**	CONTACT PERSON	**SOLOMON SEGOOA**
CONTACT PERSON	Wisdom Dzamukeri	TELEPHONE NUMBER	**013 7536 397**
TELEPHONE NUMBER	**013 1010 109**	FACSIMILE NUMBER	N/A
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	SOLOMON.SEGOOA@DPW.GOV.ZA
E-MAIL ADDRESS	Email1@dpw.gov.za	CELL NUMBER	**082 945 8570**

Business General

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE**
1.3.	**BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).**
1.4.	**WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.**

2.	TAX COMPLIANCE REQUIREMENTS
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3.	QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

Note Well:

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

Business General

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES BIDDERS FOR:

Project title:	**PANEL OF CONTRACTORS FOR PEST CONTROL FOR A PERIOD OF 24 MONTHS : NKANGALA DISTRICT**		
Bid no:	**NST26/012**	**Procurement Plan Reference no:**	**1537**
Advertising date:	**Friday, 21 August 2026**	**Closing date:**	**Friday, 11 September 2026**
Closing time:	**11:00 AM**	**Validity period:**	**84 days**

1. ***FUNCTIONALITY CRITERIA APPLICABLE***
   1.1. The Bid will not be evaluated on Functionality

Functionality criteria[1]:	**Weighting factor:**
1 LOCALITY **The bidder must submit CSD report to serve as proof of residence. the prefered address must be"YES" indicated on the CSD report, and that will be the one considered for scoring. should the bidder submit more than one prefered address indicated both indicating"Yes" on different tenders,they will be disqualified.** **Proof of address within NKANGALA =5** **Gert Sibande and Ehlanzeni = 3** **Outside Mpumalanga =1** **No proof =0**	**40**
2 FINANCILA CREDIBILITY **The contractor must provide bank rating letter from the banking institution to justify credit risk in the company,s name.** **Grade A = 5** **Grade B = 4** **Grade C = 3** **Grade D = 2** **Grade e = 1 proof of bank confirmation** **No Proof = 0**	**15**

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

Business General

3 WORK EXPERIENCE **The bidder must submit proof of current and previours projects done. Bidder to attach appointment letters/order and completion certificate/job cards of the related/similar projects to pest control. ensure completion of the projects on DPW 09(EC) in the tender document.** **in case of current projects, no completion letters required,however the verification of the contractors performance will be done by evaluation committee.** **In case of a subcontracted projects,the bidder to attach the copy of the origional appointment letter of the main contractor.** **All the appointment letters/orders and completion certificate/job cards should have a traceable contacts details for the purpose of authenticating the work done.** **NB certification stamp should not be older than six (6) months** **5 Projects and above = 5** **4 Projects = 4** **3 Projects = 3** **2 Projects = 2** **1 projects = 1**	**25**
4 TRANSPORT **Contractor to submit certified proof of vehicles ownership to execute the projects.** **NB certification stamp should not be older than Six(6) months proof of vehicle ownership should be a certified vehicle licence registration forms under one of the directors or company name** **1 LDV or SEDAN WITH A TRAILER OR MORE = 5** **0 Vehicle = 0**	**20**
TOTAL	100

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

Minimum functionality score to qualify for further evaluation:	**70**

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

2. *EVALUATION METHOD FOR RESPONSIVE BIDS*

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

2.1 The 80/20 Preference points scoring system will be applicable for this bid

3. *RESPONSIVENESS CRITERIA*

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

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required
4	☒	Use of correction fluid is prohibited.
5	☒	Submission of PA-32: Invitation to Bid
6	☒	Submission of record of attending compulsory briefing session. ***There will be a compulsory site briefing meeting***
7	☒	Registration on National Treasury's Central Supplier Database.
8	☒	***Structural pest control certificate of the Director or Employee frm the Department of Agricuture must be attached(the employees appointment letter from the company must be attached***
9	☒	***Liability insurance letter of pest control for the company must be attached.***
10	☐	***Specify other responsiveness criteria***
11	☐	***Specify other responsiveness criteria***
12	☐	***Specify other responsiveness criteria***

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

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

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	Submission of (PA-11): Bidder's disclosure.
4	☒	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD) or insert the Supplier Registration Number on the form of offer
6	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
7	☐	
8	☐	***Specify other responsiveness criteria***
9	☐	***Specify other responsiveness criteria***
10	☐	***Specify other responsiveness criteria***

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

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

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

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

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

Business General

4. *METHOD TO BE USED TO CALCULATE POINTS FOR SPECIFIC GOALS*

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

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

5. *BID EVALUATION METHOD*

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

6. *COLLECTION OF TENDER DOCUMENTS*

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

☒ Alternatively; Bid documents may be collected during working hours at the following address
NDPWI, Eben Donges Building, Cnr Robert and Hancock street, Gqeberha, 6056.
A non-refundable bid deposit of **R 100.00** is payable (cash only) on collection of the bid documents.

7. SITE INSPECTION MEETING

Details of Bid Briefing meeting (if any)

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

Venue:	**NELSPRUIT PRISON,7 Henshall Street, Nelspruit,**		
Virtual meeting link:	("N/A")		
Date:	*Date of Bid Briefing (if any)* **31/08/2026**	**Starting time:**	*Time of Bid Briefing (if any)* **11:00 AM**

8. ENQUIRIES

8.1 Technical enquiries may be addressed to:

DPWI Project Manager	**SOLOMON SEGOOA**	**Telephone no:**	**013 753 6397**
Cellular phone no	**082 945 8570**	**Fax no:**	**None**
E-mail	SOLOMON.SEGOOA@DPW.GOV.ZA		

8.1 SCM enquiries may be addressed to:

SCM Official	**Wisdom Dzamukeri**	**Telephone no:**	**Indicate**
Cellular phone no	**Indicate**	**Fax no:**	**None**
E-mail	WISDOM.DZAMUKERI@DPW.GOV.ZA		

9. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

Closing Date: Friday, 11 September 2026
Closing Time: 11:00 AM

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

FUNCTIONALITY EVALUATION CRITERIA

Paste Functionality here or Indicate "N/A"

TERMS OF REFERENCE/ SPECIFICATIONS

Bid no: NST26/012

Bid/ Project Description: PANEL OF CONTRACTORS FOR PEST CONTROL FOR A PERIOD OF 24 MONTHS : NKANGALA DISTRICT

Paste Specifications or Terms of Reference here

PRICING SCHEDULE

Bid no: NST26/012

Bid/ Project Description: PANEL OF CONTRACTORS FOR PEST CONTROL FOR A PERIOD OF 24 MONTHS : NKANGALA DISTRICT

Paste Pricing Schedule here

PA-11: BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. BIDDER'S DECLARATION

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

☐ YES ☐ NO

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

Full Name	Identity Number	Name of State institution

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

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

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

☐ YES ☐ NO

2.2.1 If so, furnish particulars:

.....

.....

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

☐ YES ☐ NO

2.3.1 If so, furnish particulars:

.....

.....

3. DECLARATION

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

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

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

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

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

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

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

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

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

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

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____
(project description as per Tender Document)

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

_____

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

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

Note:

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

ENTERPRISE STAMP

Business General

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

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

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

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

   _____

   _____
   (project description as per Tender Document)

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

1 *Mr/Mrs/Ms:

   _____

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

   and who will sign as follows:

   _____

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

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

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

   Physical address:

   _____

   _____ Postal Code _____

Postal Address:

_____

_____Postal Code_____

Telephone number: _____ Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

Business General

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____

(project description as per Tender Document)

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

Business General

B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

_____

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

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

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

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

Physical address: _____

_____

_____Postal Code _____

Postal Address: _____

_____

_____Postal Code _____

Telephone number _____ Fax number: _____

E-mail address: _____

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

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

Note:

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

Business General

DPW-16. TENDER BRIEFING MEETING CERTIFICATE

Project title:	**PANEL OF CONTRACTORS FOR PEST CONTROL FOR A PERIOD OF 24 MONTHS : NKANGALA DISTRICT**		
Tender / Quotation no:	**NST26/012**	**Reference no:**	**1537**

Date Bid Briefing Meeting: **31/08/2026**

Time of Bid Briefing Meeting: **11:00 AM**

Venue: **NELSPRUIT PRISON,7 Henshall Street, Nelspruit,**

This is to certify that I,_____

representing

_____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

Business General

DPW-21: RECORD OF ADDENDA TO TENDER DOCUMENTS

Project title:	**PANEL OF CONTRACTORS FOR PEST CONTROL FOR A PERIOD OF 24 MONTHS : NKANGALA DISTRICT**		
Tender / Quotation no:	**NST26/012**	**Reference no:**	**1537**

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

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

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender Number: NST26/012
Name of Tenderer ..... ☐ **EME**[2] ☐ **QSE**[3] ☐ **Non EME/QSE (tick applicable box)**

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

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

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

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

Business General

1. DECLARATION:

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

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

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

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

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

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

Signed by the Tenderer

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

DPW-09 PARTICULARS OF TENDERER'S PROJECTS

Project title:	**PANEL OF CONTRACTORS FOR PEST CONTROL FOR A PERIOD OF 24 MONTHS : NKANGALA DISTRICT**		
Tender / Quotation no:	**NST26/012**	**Closing date: Friday, 11 September 2026**	**Time: 11:00 AM**

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

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

1.1. Current projects

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

Business General

1.2. Completed projects

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

Name of Tenderer	Signature	Date

Business General

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

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 Preference Points System to be applied

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

1.3 Points for this tender shall be awarded for:

1.3.1 Price: Maximum 80 points

1.3.2 Specific Goals: Maximum 20 points

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

PREFERENCE POINTS SYSTEM	**80/20**
PRICE	**80**
SPECIFIC GOALS	**20**
Total points for Price and Specific Goals	**100**

1.5 Breakdown Allocation of Specific Goals Points

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

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

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

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

Business General

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

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

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

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

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

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

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

Business General

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

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

(a) disqualify the person from the tendering process;

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

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

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

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

.....**SIGNATURE(S) OF TENDERER(S)**
SURNAME AND NAME: .....
DATE: .....
ADDRESS: .....
.....
.....
.....

Business General

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

3. I hereby declare under Oath that:

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

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

☐Based on the Audited Financial Statements/Financial Statements and other information available on the latest financial year-end of _____/_____/_____ the annual Total
Date/ month / year
Revenue was R10, 000,000.00 (Ten Million Rands) or less
☐ Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box.**

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

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

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

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oaths

Business General

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE – GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

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

I hereby declare under Oath that:

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

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

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

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

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

☐ Based on the Audited Financial Statements/ Financial Statements and other information available on the latest financial year-end of _____/_____/_____
Day/ month / year
(the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),

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

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

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

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

Deponent Signature_____

Date: _____

_____
Commissioner of Oaths
Signature & stamp

Stamp Commissioner of Oath

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

BID NUMBER: NST26/012

BID/ PROJECT DESCRIPTION: PANEL OF CONTRACTORS FOR PEST CONTROL FOR A PERIOD OF 24 MONTHS : NKANGALA DISTRICT

NOTES:
The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.

1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7. **"Day"** means calendar day.

1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.

1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14. **"GCC"** means the General Conditions of Contract.

1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

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1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17. **"Local content"** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.

1.20. **"Project site"** where applicable, means the place indicated in bidding documents.

1.21. **"Purchaser"** means the organization purchasing the goods.

1.22. **"Republic"** means the Republic of South Africa.

1.23. **"SCC"** means the Special Conditions of Contract.

1.24. **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25. **"Written" or "in writing"** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3. The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1. All pre-bidding testing will be for the account of the bidder.

8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5. Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2. Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

14.1. As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:
  (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in

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performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. **Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

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

34. Prohibition of Restrictive Practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Business General

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079 158 7758

Joseph

Brief

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER DOCUMENT

RATES SCHEDULES FOR THE MAINTENANCE OF PEST CONTROL PANEL IN STATE BUILDINGS FOR A PERIOD OF 24 MONTHS

FOR THE APPOINTMENT OF A PEST CONTROL PANELCONTRACTOR IN THE NKANGALA DISTRICT

TENDER NO:

AUGUST 2026

Name of tenderer: .....

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

PG-02.3 (FM: PDM) PRICING INSTRUCTIONS

Project title:	***NKANGALA DISTRICT : PREVENTATIVE AND DAY TO DAY MAINTENANCE FOR PEST CONTROL IN STATE BUILDINGS***		
Tender no:	*NST23/048*	**Reference no:**	

1 Pricing Instructions

1. RATES SCHEDULES

The Rates Schedules form part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Conditions of Contract , Specifications and all other relevant documentation

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

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

2. VALUE ADDED TAX

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

3. FIXED PRICE CONTRACT

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

4. RATES

4.1 All items listed in the tender document must be priced. Items reflected as "No cost", "R0.00", "Free", "N/A", or any unfair and unreasonable rates shall not be accepted and may lead to disqualification of the tender. The Department reserves the right to make adjustments to individual rates in these Rates Schedules as it deems necessary to eliminate errors, discrepancies and/or what it considers to be unreasonable or unbalanced rates

4.2 Scheduled rates tendered in Section 2 must be all-inclusive rates i.e. **inclusive of all labour, material, transport and profit**

4.3 Non- scheduled rates tendered for labour and material shall comply with all the requirements as fully described and set out in Section 3

4.5 Transport rates tendered for non-scheduled work shall comply with all the requirements as fully described and set out in Section 4. All tenders shall be deemed to be locally based Contractors. No transport costs will be paid for travelling from outside of the cluster selected.

5. DOCUMENTS

5.1 The pages of the tender documents are numbered consecutively. The tenderer shall, before

submitting his documents, check the numbers of the pages of the tender document and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the intent or meaning of any description, or if the tender documents contain any obvious errors, the tenderer shall notify the Departmental Representative forthwith thereof and obtain a written directive from the Departmental Representative

5.2 The text of this tender document and any other documents as prepared by the Department shall be adhered to and no alterations, erasure, omissions or additions thereto by the tenderer shall be accepted

RATES SCHEDULE

INDEX

Description **Page**

Section 1: Rates Schedules

Section 2: Non-Scheduled Rates for Labour and Material

Section 3: Transport Schedule for Non-Scheduled Work

Final Summary Page

SECTION 1

RATES SCHEDULES

SECTION 1
RATE SHEDULE

Item No	Description	Unit	Quantity		Amount
	NOTE: The Contractor must comply with the Occupational Health and Safety Act (OHSA) 85 of 1993, Section 10 (3) Handling of hazardous chemical substances.				
	TREATMENT OF HOUSEHOLD PESTS				
	Allow for suitably treating entire building for household pests in store rooms, bedrooms, passages, staircases, including cupboards, tables and cabinet drawers, between and behind all shelving, electrical and plumbing ducts. All loose standing cupboards, map holders and book cases must be moved away from the wall, treated and replaced in their original position on completion. Treatment to be with SABS non-staining chemicals all as per SABS practice number SANS 100124-2003 EDITION 3 as amended. **On completion, a written guarantee must be given for six (6) months. The Contractor will be required to provide an initial treatment plus two (2) subsequent treatments after a period of six (6) weeks**				
1	Residual spray insecticide treatment to be applied using a hand pump sprayer to control against household pests such as cockroaches, fish moths, ants and fleas to general surfaces	m^2	**1 m^2**	**R**	
2	Residual spray insecticide treatment to be applied using a hand pump sprayer to control against household pests such as cockroaches and ants, to openings of manholes	No	**each**		
3	Gel bait to be applied to underside of counter tops, food preparation areas and behind computer areas, to control against cockroach infestation	m^2	**1 m^2**	**R**	
	TOTAL CARRIED FORWARD				**R**

Item no	Description /Servicing	Unit	Quantity	Rate	Amount

	Allow for suitably treating areas such as roof and floor voids, registry offices, libraries and archives, and air conditioning ducts for household pests. **Treatment to be with SABS non-staining chemicals all as per SABS practice number SANS 100124-2003 EDITION 3 as amended.** **On completion a written guarantee must be given for six (6) months. The Contractor will be required to provide and initial treatment plus two (2) subsequent treatments after a period of six (6) weeks**				
	FUMIGATION **To eradicate high levels of pests**				
4	Fumigation for book lice and other infestations associated with archives and libraries	**m^2**	**1**		
5	Fumigation for wood borer, cockroaches, textile moths, fleas, ants, bed bugs, carpet beetles, flies etc.	**m^2**	**1**		
	TERMITE CONTROL				
	Subterranean termite control as per SABS code 0124 for internal and external termite control				
6	Termite eradication (drilling method four holes/ lm) at a depth of a minimum of 600mm and angled at 45 degrees and filled with an approved chemical for termite control	**m**	**1**		
7	Termite eradication with termite stop to be applied on grass areas at effected areas	**m^2**	**1**		
8	Removal of termite nest	**no**	**1**		
	RODENT CONTROL/BAIT STATIONS				
	Supply and fitting of reusable plastic tamper proof box filled with poison and used as feeding stations for rodents. The poison bait must be safe for children and pets. **Boxes to be cleaned and emptied out regularly and new bait installed as is required**				
9	Install rodent bait station micki box complete with poison (tamper proof)	**no**	**1**		
10	Install rodent bait (poison to existing box)	**no**	**1**		
	TOTAL CARRIED FORWARD TO SECTION 2				**R**

Item No	Description /Servicing	Unit	Quantity	Rate	Amount

11	Supply and install rodent traps complete with poison (cardboard type)	no	1		
	BIRD CONTROL				
	Allow to suitably treat areas such as roofs, inside ceilings, courtyards, service ducts and floor voids, in cleaning and sanitizing pigeon guano and fouling with specialist tools and disinfecting equipment for guaranteed results				
12	Treatment for eradication of bird infestation in ceilings etc	m^2	1		
13	Treatment for eradication of bird infestation in floor voids etc.	m^2	1		
14	Treatment for eradication of bird infestation in courtyards, ducts etc	m^2	1		
	Supply and fit approved eagle eyes rotating electronically on roofs placed strategically to prevent birds from nesting and infestation				
15	Allow for the installation of the system complete with an electrical supply	no	1		
16	Allow for the installation of the system complete with solar power energy supply	no	1		
17	Allow to service eagle eyes which includes the cleaning of the eye and solar panel	no	1		
18	Supply and fit special steel (rust proof) spikes on window sills as per the manufacturer's specification to prevent birds nesting	m	1		
19	Supply and apply special purpose made sticky gel on window sills and other surfaces, strictly according to the manufacturer's specification to prevent bird infestation	m	1		
	PIGEON PROOFING				
	Allow to suitably treat and cover areas which have openings on roofs, eaves coverings, beam filling, floor voids, ceilings and other areas to prevent birds from entering				
20	Supply and fit chicken mesh nailed down with galvanized hooks	m^2	1		
21	Supply and fit PVC close mesh nailed down with galvanized hooks	m^2	1		
	TOTAL CARRIED FORWARD TO SECTION 2				**R**

Item No	Description /Servicing	Unit	Quantity	Rate	Amount
	WASP CONTROL				

	Allow to suitably treat areas internally and externally which have wasp nests attached by smoking and spraying completely				
22	Removal of wasp nest	**no**	**1**		
	BAT CONTROL				
	The removal and relocation of bats to designated areas inclusive of nests as is required in terms of the environmental act on bat protected species and pest control				
23	Removal of bats	**no**	**1**		
	HONEY BEE CONTROL				
	Allow to suitably remove bee hives carefully internally or externally by smoking completely and relocating to a designated area or to bee keepers (bees are not pests and should be treated with care and not killed)				
24	Remove bee hive(s)	**no**	**1**		
	AFRICAN KILLER BEES (DO NOT PRODUCE HONEY)				
	Allow to suitably remove bee hives carefully internally or externally by smoking and spraying completely				
25	Removal of African killer bee hive(s)	**no**	**1**		
	TOTAL CARRIED FORWARD TO SECTION 2				**R**

SECTION 1

RATES SCHEDULES

SUMMARY

Page No	**R** **c**
Total carried from page no	
Total carried from page no	
Total carried from page no	
Total carried from page no	
TOTAL FOR SECTION 1 **CARRIED TO FINAL SUMMARY**	**R**

SECTION 2

NON-SCHEDULED ITEMS

SECTION 2
NON-SCHEDULED RATES FOR LABOUR AND MATERIAL

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

SECTION 3

TRANSPORT SCHEDULE FOR NON-SCHEDULED WORK

ITEM	TRANSPORT COST	UNIT	QUANTITY	RATE	AMOUNT R c
	NOTE: All distances travelled will be measured from the General Post Office of the core town/Town Hall or Regional Office Where more than one service has to be executed on the same day in the same area, transport costs will be calculated on the actual distance travelled				
1	Transport cost of a vehicle with a maximum engine capacity of 2500	km	1	R	R
TOTAL FOR SECTION 3 CARRIED TO FINAL SUMMARY					**R**

NOTE:
ALL TENDERERS WILL BE DEEMED TO BE LOCALLY BASED CONTRACTORS, AS NO TRANSPORT WILL BE PAID FOR TRAVELLING FROM OUTSIDE OF THE CLUSTER

DEPARTMENT OF PUBLIC WORKS

RATES SCHEDULES FOR THE MAINTENANCE OF PEST CONTROL PANEL IN STATE BUILDINGS FOR A PERIOD OF 24 MONTHS

FOR THE APPOINTMENT OF A REGISTERED PEST CONTROL PANELCONTRACTOR IN THE EHLANZENI DISTRICT

FINAL SUMMARY

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

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

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

ANNEXURE A

TRAVEL LOG

Department of Public Works & Infrastructure Tender No: ...NST23/048

PREVENTATIVE AND DAY-TO-DAY MAINTENANCE
TRAVEL LOG

Place: ..... Institution: ..... Location: .....

Service Description: ..... Ref No: .....

Contractor: ..... Telephone: .....

Travel Log for the period from (date) ..... to (date).....

Date	Origin		Destination		Distance (km)	Purpose of travel
	Place	Odometer reading	Place	Odometer reading		

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

PG-01.3 (FM: PDM) SCOPE OF WORKS

Project title:	***EHLANZENI DISTRIC: TERM CONTRACT FOR PEST CONTROL PANEL IN STATE BUILDINGS FOR A PERIOD OF 24 MONTHS***		
Tender no:	*NST23/048*	**Reference no:**	

Scope of Works

1. EXTENT OF THE SERVICES

1.1 This contract is a term contract for pest control panel for a period of twenty four (24) months

1.2 Tenderers are to note that the quantities reflected in the Rates Schedules documents are merely illustrative and no warranty can be given as to the actual services and quantities of work that will ultimately be executed during the contract

2. BUILDINGS OCCUPIED

Any specific restrictions with regard to the buildings where the services will be executed must be described under this item.

3. ACCESS

Any special requirements/restrictions with regard to access to the site and/or buildings where the services will be executed must be described under this item

4. TYPES OF REPAIRS

4.1 **Emergency Repairs**

Emergency work consists of urgent action taken on normalising or temporarily relieving a situation where danger, need or distress has occurred. Examples hereof are a burst water pipe, stormwater washing away part of the road, raw sewage spilling into the environment, general storm damage etc

Emergency repairs are repair works which must be attended to within **four (4) hours** after the call has been logged and the Contractor has been informed of the call. Where such a call is logged, the Contractor has to secure the area and make it safe within the first **four (4) hours**

4.2 **Normal Repairs**

Normal repairs are repair works where danger or distress does not dictate immediate attention, but must still be attended to within **forty eight (48) hours** after the call has been logged and the Contractor has been informed of the call

4.3 **Preventative Maintenance**

Preventative maintenance is not actually repair works, but additional work to prevent breakages such as tightening loose screws, replacing seals and washers, filling potholes, cleaning drainage structures, etc. which must be attended to within **seven (7) days** after the call has been logged and the Contractor has been informed of the call

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

public works
& infrastructure
Department:
Public Works and Infrastructure
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 here-in, 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 CONRACTOR.

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 & grabbling 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, Pest Control etc.

L) **Civil Works**

- Parking areas, Roads paving's, 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.
COID 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 COID 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

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		• 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.

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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 EXAUSTIVE) 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.**Erection of Structures for Logistic Suppor**The NDPW shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

f) 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.

g) 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.

h) 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
	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 of .....20.....

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:

Solomon Segooa

Tel No. 013 753 6397 and Cell No. 082 945 8570

Fax No. n/a

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

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

PG-02.3 (FM: PDM) PRICING INSTRUCTIONS

Project title:	***NKANGALA DISTRICT: PREVENTATIVE AND DAY TO DAY MAINTENANCE FOR PEST CONTROL IN STATE BUILDINGS***		
Tender no:		**Reference no:**	

1 Pricing Instructions

1. **RATES SCHEDULES**

The Rates Schedules form part of and must be read and priced in conjunction with all the other documents forming part of the contract documents, the Conditions of Contract Specifications and all other relevant documentation

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

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

2. **VALUE ADDED TAX**

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

3. **FIXED PRICE CONTRACT**

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

4. **RATES**

4.1 All items listed in the tender document must be priced. Items reflected as "No cost", "R0.00", "Free", "N/A", or any unfair and unreasonable rates shall not be accepted and may lead to disqualification of the tender. The Department reserves the right to make adjustments to individual rates in these Rates Schedules as it deems necessary to eliminate errors, discrepancies and/or what it considers to be unreasonable or unbalanced rates

4.2 Scheduled rates tendered in Section 2 must be all-inclusive rates i.e. **inclusive of all labour, material, transport and profit**

4.3 Non- scheduled rates tendered for labour and material shall comply with all the requirements as fully described and set out in Section 3

4.5 Transport rates tendered for non-scheduled work shall comply with all the requirements as fully described and set out in Section 4. All tenders shall be deemed to be locally based Contractors. No transport costs will be paid for travelling from outside of the cluster selected.

5. **DOCUMENTS**

5.1 The pages of the tender documents are numbered consecutively. The tenderer shall, before