



## QUOTATION

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**MAINTENANCE REPAIRS, TESTING AND  
ISSUING OF CERTIFICATE OF COMPLIANCE  
(C.O. C'S), FOR ELECTRICAL COMPONENTS,  
AT DEPARTMENT OF PUBLIC WORKS AND  
INFRASTRUCTURE AMATHOLE/BCM  
REGIONAL OFFICES AMALINDA  
BCM5-23/24-0030**

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NAME OF COMPANY:

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CSD Nr:

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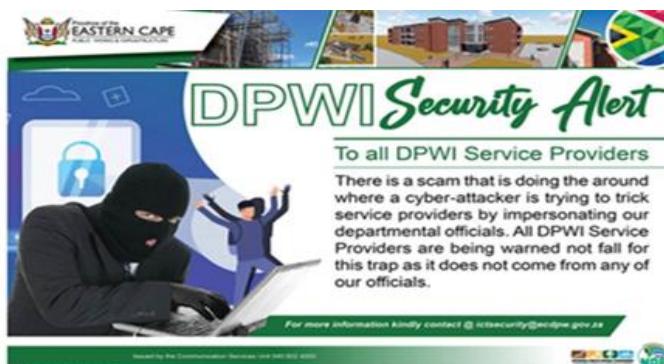
CRS Nr (CIDB):

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**CLOSING DATE: 30 November 2023**

**TIME: 11:00 am**

Department of Public Works & Infrastructure  
Corner of Scholl and Amalinda Main Road  
Amalinda  
Block B Building- Reception Area  
East London  
5247





## T1.1 Bid Notice and Invitation to Bid

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **1 EB OR Higher** in the following Class of works (EB) to tender for a **“MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C’S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA”**.

Department of Public Works and Infrastructure will enter into a contract with the successful Bidder.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Bid documents are downloadable free of charge from Department of Public Works and Infrastructure website ([www.ecdpw.gov.za/tenders](http://www.ecdpw.gov.za/tenders)) . Bid documents will be available on **17 November 2023**.

Compulsory Pre-Tender Briefing meeting with bidders and Department of Public Works & Infrastructure will take place at Amalinda Offices **on 24 November 2023 at 11h00**.

The closing time for receipt of tenders by the ECDPW is **11:00 am on 30 November 2023** where tenders will be opened in public. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Bids must be submitted in sealed envelopes clearly marked **“BCM5-23/24-0030: MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C’S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA”** and must be deposited in the tender box: located at **Block B Building – Reception Area, Department of Public Works & Infrastructure, Corner of Scholl and Amalinda Main Road, East London.**

Queries relating to the issue of these documents may be addressed in writing to:  
[damisani.magwala@ecdpw.gov.za](mailto:damisani.magwala@ecdpw.gov.za)

**Technical enquiries:** may be addressed in writing to Mr. Lunga Mqulo email:  
[lunga.mqulo@ecdpw.gov.za](mailto:lunga.mqulo@ecdpw.gov.za)

It is the responsibility of the Bidder/s to ensure that Bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Bidders using courier services for delivery of their Bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery and must not be delivered to Departmental officials. The Department will not accept responsibility if Bids received by officials are not timely deposited in the tender Box.

Bids may only be submitted on the original Bid documentation that is issued. Bidders must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>).

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



#### A. BID EVALUATION:

This bid will be evaluated in Two (2) phases as follows:

**Phase One:** Compliance, responsiveness to the bid rules and conditions, thereafter they will be evaluated on PPPFA.

**Phase Two:** Bidders passing the stage above will thereafter be evaluated on PPPFA

#### **PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:**

Maximum points on price	-	80 points
Specific goals	-	20 points
<b>Maximum points</b>	-	<b>100 points</b>

#### B. BID SPECIFICATIONS, CONDITIONS AND RULES

The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data. **SBD4 must be duly completed and signed. 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, such interest must be disclosed on question 2.3.1.**

The Department of Public Works and Infrastructure SCM policy applies.  
Tender validity period is **60 days**.

#### C. TENDER SUBMISSIONS:

Bids must be submitted in sealed envelopes clearly marked "**BCM5-23/24-0030 MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA**"

**Bids must be deposited in the tender box situated at Block B Building – Reception Area, Department of Public Works & Infrastructure, Corner of Scholl and Amalinda Main Road, East London.**

#### D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

- **SCM RELATED ENQUIRIES**

Mr. D. Magwala  
Tel No: **043 711 5798**  
Email Address: [dumisani.magwala@ecdpw.gov.za](mailto:dumisani.magwala@ecdpw.gov.za)

- **TECHNICAL ENQUIRIES**

Mr. Lunga Mqulo  
Tel No.:**0833590371**  
Email Address: [lunga.mqulo@ecdpw.gov.za](mailto:lunga.mqulo@ecdpw.gov.za)

#### **FOR COMPLAINTS, FRAUD, & TENDER ABUSE:**

Call: **0800 701 701**



## T1.2 Bid Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**. Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Bid Data
3.1	The Employer is the Eastern Cape Department of Public Works & Infrastructure. The policies of the employer will apply.
3.2	<p>The Bid documents issued by the Employer comprise the following documents:</p> <p><b>THE BID</b></p> <p><b>Part T1: Bidding procedures</b></p> <p>T1.1 - Bid notice and invitation to Bid</p> <p>T1.2 - Bid data</p> <p><b>Part T2: Returnable documents</b></p> <p>T2.1 - List of returnable documents</p> <p>T2.2 - Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and Contract data</b></p> <p>C1.1 - Form of offer and acceptance</p> <p>C1.2 - Contract data</p> <p>C1.3 - Dispute Resolution Mechanism</p> <p><b>Part C2: Pricing data</b></p> <p>C2.1 - Pricing assumptions</p> <p>C2.2 - Bill of Quantities</p> <p><b>Part C3: Scope of work</b></p> <p>C3 - Scope of work</p> <p><b>Part C4: Site information</b></p> <p>C4 - Site information</p>
3.3	The Bid documents issued by the employer comprise the documents listed on the contents page.
3.4	The Employer's agent is : Name: Lelethu Kumbaca Eastern Cape Department of Public Works & Infrastructure Corner of Scholl and Amalinda Main Road, Amalinda East London Tel: 043 711 5795 E-mail: <a href="mailto:lelethu.kumbaca@ecdpw.gov.za">lelethu.kumbaca@ecdpw.gov.za</a>
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	<b>Bid's obligations</b>



4.1	Only those Bidders who satisfy the following eligibility criteria and who provide the required evidence in their Bid submissions are eligible to submit Bids and have their Bids evaluated:
4.1	<p>The following Bidders who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their Bids evaluated:</p> <ul style="list-style-type: none"><li>a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum Bided, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a <b>CIDB Grade 1 EB or higher</b> class of construction work; and</li><li>b) contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation <b>CIDB Grade</b> in terms of a) above and who satisfy the following criteria: <b>N/A</b><ul style="list-style-type: none"><li>1) Potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the <i>CIDB Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and</li><li>2) Whom the employer agrees that they will provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.</li></ul></li></ul> <p>Joint ventures are eligible to submit Bids provided that:</p> <ul style="list-style-type: none"><li>1. every member of the joint venture is registered with the CIDB;</li><li>2. the lead partner has a contractor grading designation in the <b>CIDB Grade EB</b> class of construction work; and</li><li>3. the combined contractor grading designation calculated in accordance with the Construction industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum Bided for a <b>CIDB Grade 1EB or higher</b> class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations.</li></ul>
4.2	<p>The employer will compensate the Bid as follows <b>as per the conditions of the Form of Contract signed or signed contract</b>.</p> <p>The employer <u>will not</u> compensate the Bidder for any costs incurred in attending interviews or making any submissions in the office of the employer.</p>
4.3	It is the responsibility of the Bidder to check the Bid documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	<p><b>Confidentiality and copyright of documents</b></p> <p>Treat as confidential all matters arising in connection with the Bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a Bid offer in response to the invitation.</p>
4.5	Obtain, as necessary for submitting a Bid offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the Bid documents by reference.
4.6	Acknowledge receipt of addenda to the Bid documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the Bid data, in order to take the addenda into account.
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid.</p> <p>Bidders must sign the attendance list in the name of the Bidding entity. Addenda will be issued to and Bids will be received only from those Bidding entities appearing on the attendance list.</p> <p><b>Bid documents will not be made available at the clarification meeting</b></p>
4.8	<p><b>Seek clarification</b></p>



	<p><i>Request clarification of the Bid documents, if necessary, by notifying the employer at least <b>5 (Five) working days before the closing time stated in the Bid data. N/a</b></i></p>
4.9	<p>Bidders are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful Bidder, that are applicable 14 days before the closing time stated in the Bid data (if applicable). Show the VAT payable by the employer separately as an addition to the tendered total of the prices. <b>Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment.</b> State the rates and prices in monetary value of the contract unless otherwise instructed in the Bid data.</p>
4.10	<p>Do not make any alterations or additions to the Bid documents, except to comply with instructions issued by the employer or to correct errors made by the Bidder and ensure that all signatories to the Bid offer initial all such alterations. Do not make erasures using masking fluid.</p>
4.11	<p>Main Bid offers are not required to be submitted together with alternative Bids.</p>
4.12	<p>No alternative Bid offers will be considered</p>
4.13.1	<p>Parts of each Bid offer communicated on paper shall be submitted as an original. Submit a) The parts of the Bid offer communicated on paper as an original plus the number of copies stated in the Bid data, with a translation of any documentation in a language other than the language of communication established in 3.4, and b) The parts communicated electronically by the employer or its agents on paper format with the Bid.</p>
4.13.2	<p>Sign the original and all copies of the Bid offer where required in terms of the Bid data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the Bid offer. NOTE The employer holds all authorized signatories liable on behalf of the Bidder.</p>
4.13.3	<p>A Bid security in the amount of <b>N/A</b> is required and shall remain valid for a period not exceeding <b>N/A</b> days after the closing date for Bid offers. The form of the Bid security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.</p>
4.13.4	<p>The arrangements for a compulsory clarification meeting are as stated in the Bid Notice and Invitation to Bid. Bidders must sign the attendance list in the name of the Bidding entity. Addenda will be issued to and Bids will be received only from those Bidding entities appearing on the attendance list.</p>
4.13.5	<p>The Bidder is required to submit with his Bid the following certificates: 1) A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub-contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.</p>
4.13.5	<p>A two-envelope procedure will not be required.</p>
4.13.6	<p><del>The "ORIGINAL" and "COPY" are to be submitted as separate packages.</del></p>
4.13.7	<p>Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted. The Bidder accepts that the employer does not assume any responsibility for the misplacement or premature opening of the Bid offer if the outer package is not sealed and marked as stated.</p>



4.14	<p>The closing time for submission of Bid offers is as stated in the Bid Notice and Invitation to Bid. Ensure that the employer receives the Bid offer at the address specified in the Bid data not later than the closing time stated in the Bid data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the Bid data for any reason, the requirements of the standard conditions of Bid in this part of SANS 10845 apply equally to the extended deadline.</p>
4.15.1	<p>The Bid offer validity period is <b>60 days</b>. Hold the Bid offer(s) valid for acceptance by the employer at any time during the validity period stated in the Bid data after the closing time stated in the Bid data. If requested by the employer, consider extending the validity period stated in the Bid data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the Bid security, if any, to cover any agreed extension requested by the employer.</p>
4.15.2	<p><b>Placing of contractors under restrictions / withdrawal of Bids</b> If any Bidder who has submitted a Bid offer or a contractor who has concluded a contract has, as relevant: withdrawn such Bid or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his Bid, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such Bidder/s may be placed under restriction from Bidding with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on <b>CIDB</b> Inform Practice Note #30... Excerpts of the policy can be availed on request of any interested Bidder.</p>
4.16	<p>Access shall be provided for the following inspections, tests and analysis: <b>N/A</b></p>
4.17.1	<p>The preferred Bidder will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPWI policy/retention.</p>
4.17.2	<p>The Department shall not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract. The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against <b>all risks</b> or claims which may arise.</p>
5	<p><b>Employer's undertakings</b></p>
5.1	<p>The Employer's Agent will respond to requests for clarification received up to <b>Five (5)</b> working days before the Bid closing time. N/a If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the Bid data, grant such extension and notify all respondents accordingly.</p>
5.2	<p>The Employer shall issue addenda until <b>Five (5)</b> working days before Bid closing time. N/a</p>
5.3	<p>Bids will be opened immediately after the closing time for Bids at <b>11:00am</b>.</p>
5.4	<p>Do not disclose to Bidders, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of Bid offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful Bidder.</p>



5.5	<p>Determine, after opening and before detailed evaluation, whether each Bid offer that was properly received</p> <p>a) Complies with the requirements of the standard conditions of Bid in this part of SANS 10845,  b) Has been properly and fully completed and signed, and  c) Is responsive to the other requirements of the Bid documents.</p> <p>A responsive Bid is one that conforms to all the terms, conditions, and scope of work of the Bid documents, without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would</p> <p>d) Detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,  e) Significantly change the employer's or the Bidder's risks and responsibilities under the contract, or  f) Affect the competitive position of other Bidders presenting responsive Bids, if it were to be rectified.</p> <p>Reject a non-responsive Bid offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.</p>																
5.6	<p><b>Arithmetical errors, omission and discrepancies</b></p> <p>Check responsive Bids for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.</p> <p>For VAT related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.</p>																
5.7.1	<p>The financial offer will be reduced to a comparative basis using the Bid Assessment Schedule.</p> <p><b>Table F.1: Formulae for calculating the value of A</b></p> <table border="1" data-bbox="410 983 1427 1208"> <thead> <tr> <th>Formula</th> <th>Comparison aimed at achieving</th> <th>Option 1<sup>a</sup></th> <th>Option 2<sup>a</sup></th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Highest price or discount</td> <td><math>A = \left( 1 + \frac{(P - P_m)}{P_m} \right)</math></td> <td><math>A = \frac{P}{P_m}</math></td> </tr> <tr> <td>2</td> <td>Lowest price or percentage commission / fee</td> <td><math>A = \left( 1 - \frac{(P - P_m)}{P_m} \right)</math></td> <td><math>A = \frac{P_m}{P}</math></td> </tr> <tr> <td colspan="4"> <small>a <math>P_m</math> is the comparative offer of the most favourable comparative offer.  <math>P</math> is the comparative offer of the tender offer under consideration.</small> </td></tr> </tbody> </table>	Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>	1	Highest price or discount	$A = \left( 1 + \frac{(P - P_m)}{P_m} \right)$	$A = \frac{P}{P_m}$	2	Lowest price or percentage commission / fee	$A = \left( 1 - \frac{(P - P_m)}{P_m} \right)$	$A = \frac{P_m}{P}$	<small>a <math>P_m</math> is the comparative offer of the most favourable comparative offer.  <math>P</math> is the comparative offer of the tender offer under consideration.</small>			
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5.7.2	<p>The procedure for the evaluation of responsive Bids is <b>Method 1: Price only</b>.</p>																
5.7.3	<p>The procedure for the evaluation of responsive bids is <b>Method 2: Price and Preference</b>. In the case of a price and preference:</p> <p><b>Stage 1:</b> Administrative requirements and Mandatory requirements</p> <p><b>Stage 2:</b> Price and preference (80/20 system)</p> <p><b><u>STAGE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES</u></b></p> <p>Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed Bid document in a sealed envelope in the tender box at the closing date and time. Failure to comply will automatically eliminate the Bid for further consideration:</p> <ol style="list-style-type: none"> <li>1. Bid must be submitted in original document completed with original hand written black ink and original signatures (This Document must be submitted in its original format)</li> <li>2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.</li> <li>3. Bidder must be registered with CIDB grade 1 EB or higher class of works as per the bid notice and requirements. And the status on CIDB must be active during evaluation stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).</li> <li>4. Bidders must be a legal entity or partnership or joint venture or consortia.</li> <li>5. Form of offer and Acceptance (fully completed and signed)</li> <li>6. SBD 4 Bidders Disclosure must be duly completed and signed. In the event a director or one of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract, such interest</li> </ol>																



	<p>must be disclosed on question 2.3 and 2.3.1. as all companies owned by the bidder will be reflected here.</p> <p>7. Compulsory Enterprise Questionnaire (Completed and signed). In the event of a consortia/joint ventures, each party must sign their own separate form.</p> <p>8. In the event of a consortia/joint ventures, a signed agreement by all parties must submitted with the bid.</p> <p>9. If the offer (any of the items quoted for) is "Vat Inclusive", the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered.</p> <p>10. If a bidder is a Vat vendor/ registered, the bidder is required to explicitly state the VAT amount. Vat Vendors must include VAT at 15% in their bid offer(s).</p> <p>11. Certificate of Authority for Joint Ventures (if applicable). In the case of a joint venture, a signed JV agreement stating the share interest or percentage of each partner should also be made available to the department by the JV.</p> <p>12. Resolution to Sign (if applicable)</p> <p>13. Declaration of Employees of the State or other State Institutions.</p> <p>14. Attendance of compulsory briefing meeting (where applicable)</p> <p>15. If the Bid Sum (amount in words) as per the Form of Offer differs from the Bill of Quantities (BOQ), it will automatically invalidate the offer submitted.</p> <p>16. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums</p> <p>17. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details, company stamp of the client). This is important for the Department to make a decision and will lead to elimination of bids. Refer to <i>Annexure N</i> and <i>Annexure I</i>.</p> <p>18. The abovementioned reference must be issued and signed by the duly authorised personnel who have knowledge of the project and performance of the bidder, signing on behalf of others is strictly prohibited.</p> <p>19. Bidders must also attach completion certificates as required on <i>Annexure I</i> in order to compliment the experience mentioned on paragraph 17 above.</p> <p><b>20. Bidder must attach proof of registration as an "electrical tester" for three phase in terms of regulation 11 (2) from Department of Labour and an ID copy of a technician who is going to carry out the work.</b></p> <p>21. The Department reserve the right to verify the abovementioned documents.</p>
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**Other Conditions of bid (Non eliminating unless expressly mentioned in the document):**

22. Compulsory Declaration (Completed and signed)
23. Returnable Schedule: SBD1-Invitation to bid must be completed and signed
24. The Department will contract with the successful bidder by signing a formal contract.
25. This bid will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.
26. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
27. The client reserves the right to intervene and/or assist in the selection of local sub-contractors, during contract administration.
28. The successful bidder (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBBC minor works edition 5.2 May 2018 or GCC 2010).
29. At any time during project implementation, the accounting officer/authority and/or relevant treasury reserves the right to inspect the contractor's accounts and records



	<p>relating to the performance of the contract and to have them audited by auditors appointed by the accounting officer/authority/relevant treasury.</p> <p>30. The Department reserves the right to contract with the successful bidder by use a signed appointment letter or a purchase order.</p> <p><b><u>STAGE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS REGULATIONS OF 2022</u></b></p> <p>The <b>80/20 preference point system</b> shall be applied for the purposes of this bid as per the requirements of the <i>Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)</i> / PPPFA Regulations of 2022</p> <table border="1" data-bbox="478 541 1332 682"> <thead> <tr> <th>Criteria</th><th>Points</th></tr> </thead> <tbody> <tr> <td><b>POINTS ON PRICE</b></td><td><b>80</b></td></tr> <tr> <td><b>SPECIFIC GOALS</b></td><td><b>20</b></td></tr> <tr> <td><b>TOTAL</b></td><td><b>100</b></td></tr> </tbody> </table> <p><b>Please note:</b></p> <ol style="list-style-type: none"> <li>31. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals</li> <li>32. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise</li> <li>33. All information for specific goals will be verified through CSD</li> <li>34. SBD 6.1 is attached</li> </ol> <p><b>The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:</b></p> <p>(a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):</p> <p>The financial offer will be scored using the following formula:</p> $A = (1 - (P - P_m)) / P_m$ <p>The value of <math>P_m</math> is:</p> <ol style="list-style-type: none"> <li>1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R50 000 000 or</li> <li>2) 80 where the financial value inclusive of VAT of one or more responsive tender offers have a value that equals or is less than R 50 000 000.</li> </ol>	Criteria	Points	<b>POINTS ON PRICE</b>	<b>80</b>	<b>SPECIFIC GOALS</b>	<b>20</b>	<b>TOTAL</b>	<b>100</b>
Criteria	Points								
<b>POINTS ON PRICE</b>	<b>80</b>								
<b>SPECIFIC GOALS</b>	<b>20</b>								
<b>TOTAL</b>	<b>100</b>								
5.7.4	The procedure for the evaluation of responsive Bids is <b>Method 3: Functionality, Price and Preference</b>								
5.8.5	The procedure for the evaluation of responsive Bids is <b>Method 4: Quality, Price and Preference</b> : In the case of a functionality, price and preference: Score functionality, rejecting all Bid offers that fail to achieve the minimum number of points for functionality as stated in the Bid Data.								
5.9.1	The evaluation criteria and maximum score in respect of each of the criteria are given hereunder.								
5.9.2	The prompts for judgement and the associated scores used in the evaluation of quality shall be as follows:								

Score (Points)	Prompt for judgement
0-30	Failed to address the questions / issues.



		<table border="1"> <tr> <td>30-50</td><td><b>A detrimental response / answer / solution</b> – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.</td></tr> <tr> <td>50-70</td><td><b>Less than acceptable</b> – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.</td></tr> <tr> <td>70-80</td><td><b>Acceptable response</b> – answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.</td></tr> <tr> <td>80-90</td><td><b>Above acceptable</b> – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.</td></tr> <tr> <td>90-100</td><td><b>Excellent</b> – response / answer / solution gives real confidence that the Bidder will add real value.</td></tr> </table>	30-50	<b>A detrimental response / answer / solution</b> – limited or poor evidence of skill / experience sought or high risk that relevant skills will not be available.	50-70	<b>Less than acceptable</b> – response / answer / solution lacks convincing evidence of skill / experience sought or medium risk that relevant skills will not be available.	70-80	<b>Acceptable response</b> – answer / solution to the particular aspect of the requirements and evidence given of skill / experience sought are convincing.	80-90	<b>Above acceptable</b> – response / answer / solution demonstrating real understanding of requirements and evidence of ability to meet it.	90-100	<b>Excellent</b> – response / answer / solution gives real confidence that the Bidder will add real value.
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		<p><b>The scores of each of the evaluators will be averaged, weighted and then totalled to obtain the final score for quality.</b></p>										
5.10		<p><b>Bid offers will only be accepted if:</b></p> <ul style="list-style-type: none"> <li>a) The Bidder is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) The Bidder is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin.</li> <li>c) The Bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>d) The Bidder or any of its directors/shareholders is not listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e) The Bidder has not: <ul style="list-style-type: none"> <li>i) Abused the Employer's Supply Chain Management System; or</li> <li>ii) Failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>f) The Bidder has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process;</li> <li>g) The Bidder has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process and persons in the employ of the state are permitted to submit bids or participate in the contract;</li> <li>h) Bids which are late, incomplete, unsigned or submitted by facsimile or electronically will not be accepted.</li> <li>i) The Bidder undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers.</li> <li>j) The Employer is reasonably satisfied that the preferred bidder will in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, comply with the necessary competencies and resources to carry out the work safely.</li> <li>k) The bid has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their bid offers during this process.</li> <li>l) A Resolution of signatory form has been completed and signed by directors or a letter bearing a letterhead of the bidder has been attached (specific to this bid) to the bid submission. Only a duly authorised official can sign the bid.</li> <li>m) Prospective bidders must register on CSD prior submitting bids (open bids). Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process will be eliminated and not be considered further in the process.</li> </ul>										



	<p>n) <b>NOTE:</b> The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's bid submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer.</p> <p>o) The department reserves the right not to award the bid to the most favorable bidder, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department; has performed unsatisfactorily in the past.</p> <p>p) The department reserves the right to accept or reject any Quote in response to the advertisement and to withdraw its decision to seek provision of these services at any time.</p> <p>q) The department may conduct an inspection of premises without prior notice if necessary.</p> <p>r) Successful bidder to ensure that products delivered during the contract period comply with the specifications in the Quote and samples submitted if there's any; failure to comply will result in the termination of contract for that particular item(s).</p> <p>s) Suppliers should under no circumstances deviate from the orders issued by the department.</p>
5.11	The number of paper copies of the signed contract to be provided by the Employer is 1.
5.12	<p>The additional conditions of Bid are:</p> <ul style="list-style-type: none"><li>Wherever a brand name is specified in this document (i.e. Detailed Specifications, Pricing Schedule, Bill of Quantities or anywhere), the Department requires an item similar/equivalent or better.</li><li>The Department reserves the rights to extend the Bid validity period beyond the date stipulated in the Bid notice/documents. Bidders will be requested to confirm that their prices will not change as a result of this process. This will assist to finalise the bid process.</li></ul>
5.13	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the <b>CIDB</b> for investigation as a breach of the <b>CIDB Code of Conduct</b> in terms of the <b>CIDB Regulations</b> ; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.
5.14	<p>For the works as a whole:</p> <p>The date for practical completion shall be within a <b>month</b> from the commencement date.</p> <p>Due to the nature of this contract, it will be difficult to impose penalties for non-compliance; under-compliance or poor performance by the awarded contractor and therefore should any of the above occur, it shall be regarded as a breach of contract and the Department shall be entitled to terminate this Agreement after it had notified the contractor about the breach contract in writing.</p> <p>Should the contractor breach any provision of the Contract Agreement and fail to remedy such breach within seven (07) days of receipt of written notice from the Department, the Department shall be entitled to cancel the contract agreement by giving written notice to that effect to the contractor. Such cancellation shall be without prejudice to any other remedies the Department may have in terms of common law pursuant to such breach and termination.</p> <p>The Department shall not be precluded from claiming damages from the contractor, should damages be suffered by the Department or any third party as a result of any conduct on the part of the contractor.</p>



T.2.1	<p><b>A. List of returnable documents</b></p>
1	<p><b>Documentation to demonstrate eligibility to have Bids evaluated I.e. List all documentation to demonstrate eligibility to have a submission evaluated.</b></p> <ul style="list-style-type: none"><li>Appropriate CIDB grading suitable for the works (as stated in 4.1).</li><li>The Attach a list and proof of past projects (stating the name, amount, client name, project manager, duration, completion date) – reachable references and completion certificates.</li></ul>
2	<p><b>Returnable Schedules required for Bid evaluation purposes</b></p> <p>The Bidder must fully and appropriately complete and sign the following returnable schedules as relevant:</p> <ul style="list-style-type: none"><li>Record of Addenda to Bid Documents</li><li>Proposed amendments and qualifications</li><li>Compulsory Enterprise Questionnaire (JV partners must complete separate Questionnaire forms and submit).</li><li>SBD 4, 6.1</li><li>Form of Offer and Acceptance</li><li>Final Summary of Bills of Quantities or a complete Pricing Schedule</li><li>Certificate of Authority for Joint Ventures, if applicable.</li></ul>
3	<p><b>Other documents required for Bid evaluation purposes</b></p> <p>The Bidder must provide the following returnable documents:</p> <ul style="list-style-type: none"><li>CSD Report for a contractor with valid and correct information;</li><li>CRS number to confirm active relevant CIDB registration;</li><li>A duly completed form of Offer and Acceptance (and any revision of prices if there are any).</li><li>Bidder must attach proof of registration as an “electrical tester” for three phase in terms of regulation 11 (2) from Department of Labour and an ID copy of a technician who is going to carry out the work.</li></ul>
4	<p><b>Returnable Schedules that will be incorporated into the contract</b></p> <p>The Bidder must complete the following returnable documents:</p> <ul style="list-style-type: none"><li>A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993) will be required from the preferred Bidder.</li><li>Details of Bids nearest office</li><li>Returnable Documents: Company Details</li><li>Returnable Documents: Company Composition</li><li>Declaration: Validity of Information Provided</li><li>Bidders must submit a list of projects where he or she has submitted bid document but bid results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points.</li><li>Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. Refer to Annexure G. This is not an elimination factor, but important for the department to make a decision.</li><li>The Contractor is to comply with the OHS Act and requirements in all respects. S/he will be required to submit a Health and Safety file to the Department for approval prior to site being handed over.</li></ul>
5	<p>Only authorized signatories may sign the original and all copies of the Bid offer where required. In the case of a ONE-PERSON CONCERN submitting a Bid, this shall be clearly stated.</p>



	<p>In the case of a <b>COMPANY</b> submitting a Bid, include a copy of a <u>resolution by its board of directors</u> authorizing a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a <b>CLOSE CORPORATION</b> submitting a Bid, include a copy of a <u>resolution by its members</u> authorizing a member or other official of the corporation to sign the documents on each member's behalf.</p> <p>In the case of a <b>PARTNERSHIP</b> submitting a Bid, <u>all the partners</u> shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case <u>proof of such authorization</u> shall be included in the Bid.</p> <p>In the case of a <b>JOINT VENTURE/CONSORTIUM</b> submitting a Bid, include <u>a resolution of each company</u> of the joint venture together with a <u>resolution by its members</u> authorizing a member of the joint venture to sign the documents on behalf of the joint venture.</p> <p><b><u>Accept that failure to submit proof of authorization to sign the Bid shall result in the Bid offer being regarded as non-responsive.</u></b></p>
6	<p><b>Information and data to be completed in all respects</b></p> <p>Accept that Bid offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as nonresponsive.</p>
7	<p><b>Canvassing and obtaining of additional information by Bidders</b></p> <p>The Bidder shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his Bid, after the opening of the Bids but prior to the Employer arriving at a decision thereon.</p> <p>The Bidder shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of Bids.</p>
8	<p><b>Prohibitions on awards to persons in service of the state</b></p> <p>The Employer is prohibited to award a Bid to a person -</p> <ul style="list-style-type: none"><li>a) who is in the service of the state; or</li><li>b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or</li><li>c) A person who is an advisor or consultant contracted with the Department or municipal entity.</li></ul> <p><b>In the service of the state</b> means to be -</p> <ul style="list-style-type: none"><li>a) a member of:-<ul style="list-style-type: none"><li>a any municipal council;</li><li>b any provincial legislature; or</li><li>c the National Assembly or the National Council of Provinces;</li></ul></li><li>d) a member of the board of directors of any municipal entity;</li><li>e) an official of any Department or municipal entity;</li><li>f) an employee of any national or provincial department;</li><li>g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</li><li>h) a member of the accounting authority of any national or provincial public entity; or</li><li>i) An employee of Parliament or a provincial legislature.</li></ul> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the Bid of persons in service of state in part T2 of this procurement document must be completed.</p>
9	<p><b>Awards to close family members of persons in the service of the state</b></p> <p>Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of</p>



	<p>the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - a) the name of that person; b) The capacity in which that person is in the service of the state; and c) The amount of the award.</p> <p>In order to give effect to the above, the questionnaire for the declaration of interests in the Bid of persons in service of state in part T2 of this procurement document must be completed.</p>
10	<p><b>Respond to requests from the Bidder</b> The Employer will respond to requests for clarification up to <b>5 (five) working days</b> before the Bid closing time. N/a</p>
11	<p><b>Opening of Bid submissions</b> Bids will be opened immediately after the closing time for Bids.</p>
12	<p><b>Scoring quality / functionality</b> Yes, refer to 5.11.9 (N/A)</p>
13	<p><b>Cancellation and re-invitation of Bids</b> An organ of State may, prior to the award of the Bid, cancel the Bid if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) No acceptable Bids are received. (d) Bid validity period has expired. (e) Gross errors in the bid documents or procurement processes.</p> <p>The decision to cancel the Bid will be published in the CIDB website and in the Bid Bulletin or the media in which the original Bid invitation as advertised.</p>
14	Dispute resolution mechanism will be done through the <b>Adjudication</b> route.
15	<p>The Department must when acting against the Bidder or person awarded the contract on a fraudulent basis, consider the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations Framework Act do not prevent an institution from instituting remedies arising from any other prescripts or contract.</p>
15	<p>Where the Employer terminates the contract due to default of the contractor in whole or in part, the Employer may decide to: a) Refer the breach in contract to the <b>CIDB</b> for investigation as a breach of the <b>CIDB Code of Conduct</b> in terms of the <b>CIDB Regulations</b>; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the CIDB Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.</p>



## T2.1 List of Returnable Documents

The Bidder must complete the following returnable documents:

**1 Returnable Schedules required for quotation evaluation purposes**

- Compulsory enterprise questionnaire
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the Bid/ quotation is submitted by a joint venture)

**2 Other documents required for quotation evaluation purposes**

- Form of Offer and Acceptance
- Final Summary (Bills of Quantities)
- SBD 4, 6.1
- Minimum of 3 Project References (Information important for evaluation purposes)
- **Bidder must attach proof of registration as an “electrical tester” for three phase in terms of regulation 11 (2) from Department of Labour and an ID copy of a technician who is going to carry out the work.**
- Record of projects: 3 completion certificate for completed works.

**3 Returnable Schedules that will be incorporated into the contract**

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed (where applicable as per bid conditions)
- Schedule of Plant and Equipment (where applicable as per bid conditions)
- Record of projects: current and on Bid. (where applicable as per bid conditions)
- Sub contract agreement (if applicable).
- The Contractor is to comply with the OHS Act and requirements in all respects. S/he will be required to submit a Health and Safety file to the Department for approval prior to site being handed over.



**PART A**

**INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE**

BID NUMBER:	BCM5-23/24-0030	CLOSING DATE:	30 November 2023	CLOSING TIME:	11H00
DESCRIPTION	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA				

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT**

**CORNER OF SCHOLL AND AMALINDA MAIN ROAD AMALINDA BLOCK B BUILDING – RECEPTION AREA EAST LONDON**

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MR D MAGWALA	CONTACT PERSON	Lunga Mqulo	
TELEPHONE NUMBER	043 711 5798	TELEPHONE NUMBER	0833590371	
FACSIMILE NUMBER	N/A	FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	<a href="mailto:Dumisani.Magwala@ecdpw.gov.za">Dumisani.Magwala@ecdpw.gov.za</a>	E-MAIL ADDRESS	<a href="mailto:lunga.mqulo@ecdpw.gov.za">lunga.mqulo@ecdpw.gov.za</a>	

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No: MAAA	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/> Yes	<input type="checkbox"/> No		<input type="checkbox"/> Yes	<input type="checkbox"/> No

**~~IF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE!~~**

a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, COMPLETE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



## PART B

### TERMS AND CONDITIONS FOR BIDDING

#### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

#### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



## Compulsory Enterprise Questionnaire

### A Compulsory Enterprise questionnaire

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

**Section 4: Particulars of sole proprietors and partners in partnerships**

Name*	Identity number*	Personal income tax number*

*\* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

**Section 5: Particulars of companies and close corporations**

Company registration number .....

Close corporation number ..... Tax  
reference number .....

**Section 6: The attached SBD 4 must be completed for each Bid and be attached as a Bid requirement.**

**Section 7: The attached SBD 6.1 must be completed for each Bid and be attached as a requirement.**

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- i) Authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) Confirms that neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) Confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) Confirms that I / we are not associated, linked or involved with any other Bidding entities submitting Bid offers and have no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- v) Confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

## Compulsory Declaration

B

B

## Compulsory Declaration

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

## Section 1: Enterprise Details

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

## Section 2: Particulars of companies and close corporations

**Company / Close Corporation registration number**

### Section 3: SARS Information

<b>Tax reference number</b>	
<b>VAT registration number:</b>	(State Not Registered if not registered for VAT)

#### Section 4: Central Supplier Database Registration Number

Central Supplier Database Registration number (Compulsory)	
CIDB Registration number (if applicable)	

## **Section 5: Particulars of principals**

**Principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Attach separate page if necessary



#### Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (✓(tick) appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary



### Section 7: Record of family member in the service of the state

**Family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

<input type="checkbox"/> a member of any municipal council	<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
<input type="checkbox"/> a member of any provincial legislature	<input type="checkbox"/> a member of an accounting authority of any national or provincial public entity
<input type="checkbox"/> a member of the National Assembly or the National Council of Province	<input type="checkbox"/> an employee of Parliament or a provincial legislature
<input type="checkbox"/> a member of the board of directors of any municipal entity	
<input type="checkbox"/> an official of any municipality or municipal entity	

If any of the above boxes are marked, disclose the following:

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (✓ (tick) appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

### Section 8: Record of termination of previous contracts with an organ of state

Was any contract between the Bidding entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes       No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

### Section 9: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the Bidding entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the Bidding entity or any of its principals appears on:
  - a) the Register of Bid Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the Bidding entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the Bidding entity is not associated, linked or involved with any other Bidding entities submitting Bid offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential Bidding entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters,



intentions to submit a Bid or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a Bid;

- vi) has no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the Bidder or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the Bidder's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any Sub-Consultants who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

**The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.**

Signed

Date

---

Name

Position

---

*Enterprise name*

---

NOTE 1 The Standard Conditions of Bid contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that Bidders avoid conflicts of interest, only submit a Bid offer if the Bidder or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one Bid either as a single Bidding entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any Bidder who engages in fraudulent and corrupt practice. Clause 3.1 also requires Bidders to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a Bid.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive Bidding. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

## **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<sup>1</sup> 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

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**

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



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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

<sup>2</sup> 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.



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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME

IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22

ON ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY

IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE

TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder



## **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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

#### **1.2 To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:  
(a) Price; and  
(b) Specific Goals.

#### **1.4 To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.



## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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:

<b>80/20</b>	<b>or</b>	<b>90/10</b>
$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$

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 below as may be supported by proof/ documentation stated in the conditions of this tender;
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states



that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

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

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

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

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

**Note to tenderers: The tenderer must indicate how they claim points for each preference point system, failure to indicate points claimed will lead to not awarding points)**

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)
<b>Historically Disadvantaged Individual:-</b>		
(a) 100% black ownership	6	
(b) 51% to 99% black ownership	4	
(c) Less than 51% black ownership	0	
<b>Black women ownership:-</b>		
(a) 100% black women ownership	4	
(b) 30% to 99% black women ownership	2	
(c) Less than 30% black women ownership	0	
<b>Black youth ownership:-</b>		
(a) 100% black youth ownership	4	
(b) 30% to 99% black youth ownership	2	
(c) Less than 30% black youth ownership	0	
<b>People with disability:-</b>		
(a) 20% or more disabled people ownership	4	
(b) Less than 20% disabled people ownership	0	
<b>Locality:-</b>		
(a) Within the Eastern Cape	2	
(b) Outside the Eastern Cape	0	



## 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 proprietor
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

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

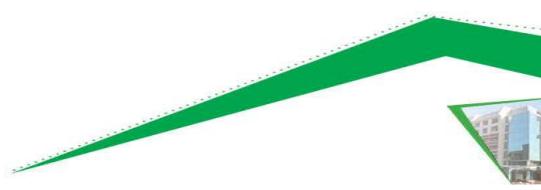
- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary

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

.....  
**SURNAME AND NAME:**

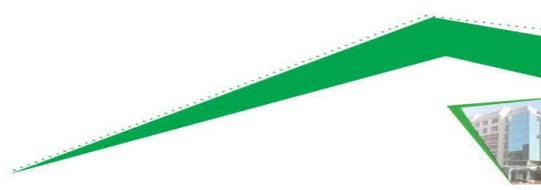
.....  
**DATE:**

.....  
**ADDRESS:**



***PROOF OF REGISTRATION ON THE NATIONAL  
TREASURY CENTRAL SUPPLIER DATABASE (CSD  
REPORT)***

(ATTACH HERE)



**VALID CIDB CERTIFICATE OF A BIDDER**  
**(ATTACH HERE)**



## Form of Offer and Acceptance

### FORM OF OFFER AND ACCEPTANCE

Project title	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
SCMU number	BCM5-23/24-0030

#### OFFER

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

**MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA.**

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS**

..... Rand  
(in words);

R ..... (in figures)  
(or other suitable wording)

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

Signature

Name

Capacity

**for the Bidder**

(Name and address of organization)

1. Name and signature of witness ..... Date .....



2. Name and signature of witness ..... Date .....

## ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)

Part C2 Pricing data

Part C3 Scope of work.

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

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

The Bidder shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the Bidder (now the Contractor) within **five (5) working days** of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.<sup>1</sup>

Signature .....

Name .....

Capacity  
for the  
Employer .....

(Name and address of organization)

Name and signature  
of witness ..... Date .....

### Schedule of Deviations

1 Subject .....

Details

2 Subject .....

Details

3 Subject .....

Details

4 Subject .....



## Details

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

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

<sup>1</sup> As an alternative, the following wording may be used:

*Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to-counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the Bidder of the tracking number within 24 hours of such submission. Unless the Bidder (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.*



## FINAL SUMMARY

<b>Project title:</b>	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
<b>Tender No:</b>	BCM5-23/24-0030

## C2.2: BILL OF QUANTITIES

<b>Project title:</b>	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
<b>Tender No:</b>	BCM5-23/24-0030

### SUMMARY OF SCHEDULES

ITEM	DESCRIPTION	AMOUNT
	<b>TOTAL FOR BILL 1</b>	R
	<b>SUB TOTAL 1:</b>	R
	ADD PROVISIONAL SUM OF R50 000.00	R
	<b>SUB TOTAL 2:</b>	R
	ADD VAT 15%	R
	<b>TOTAL CARRIED FORWARD TO FORM OF OFFER</b>	R



**C**

**RECORD OF ADDENDA TO BID DOCUMENTS**

<b>PROJECT TITLE</b>	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
<b>SCMU NUMBER</b>	BCM5-23/24-0030

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

<b>Item</b>	<b>Date</b>	<b>Title or Details</b>	<b>No. of Pages</b>
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Bidder \_\_\_\_\_



**D**

**PROPOSED AMENDMENTS AND QUALIFICATIONS**

The Bidder should record any deviations or qualifications he may wish to make to the Bid documents in this Returnable Schedule. Alternatively, a Bidder may state such deviations and qualifications in a covering letter to his Bid and reference such letter in this schedule.

The Bidder's attention is drawn to clause 5.8 of SANS 10845-3 regarding the Employer's handling of material deviations and qualifications.

<b>PROJECT TITLE</b>	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
<b>SCMU NUMBER</b>	BCM5-23/24-0030

Page	Clause /Item	Proposal
<b>The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct</b>		

Signed

Date

-----  
Name

-----  
Position

*Enterprise name*  
-----



## **E**

### **RESOLUTION FOR SIGNATORY**

### **A: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on \_\_\_\_\_

Mr. /Ms. \_\_\_\_\_, whose signature appears below, has been duly authorised to

sign all documents in connection with the Bid for Contract No. \_\_\_\_\_

and any Contract which may arise there from on behalf of (Block Capitals) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

SIGNED ON BEHALF OF THE COMPANY: \_\_\_\_\_

IN HIS/HER CAPACITY AS: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE OF SIGNATORY: \_\_\_\_\_

### **WITNESSES:**

DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



**F**

**CERTIFICATE OF AUTHORITY FOR JOINT VENTURES**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this Bid offer in Joint Venture and hereby authorise Mr./Ms. . . . .  
....., authorised signatory of the company .....  
....., acting in the capacity of lead partner, to sign all documents in connection with the Bid offer and any contract resulting from it on our behalf.

<b>PROJECT TITLE</b>	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
<b>SCMU NUMBER</b>	BCM5-23/24-0030

<b>NAME OF FIRM</b>	<b>ADDRESS</b>	<b>DULY AUTHORISED SIGNATORY</b>
Lead partner: ..... .		Signature. .... Name ..... Designation.....
..... .		Signature. .... Name ..... Designation.....
..... .		Signature. .... Name ..... Designation.....
..... .		Signature. .... Name ..... Designation.....



## G

### SCHEDULE OF PROPOSED SUBCONTRACTORS

<b>PROJECT TITLE</b>	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
<b>SCMU NUMBER</b>	BCM5-23/24-0030
<p>We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on <b>SBD 6.1 form</b>.</p> <p>If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.</p> <p>We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).</p>	

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					



3					
4					
<p><b>The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct</b></p>					

Signed

Date

-----  
Name

-----  
Position

*Enterprise name*  
-----



## H

### CAPACITY OF THE BIDDER

<b>PROJECT TITLE</b>	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
<b>SCMU NUMBER</b>	BCM5-23/24-0030
WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. (This is not an elimination factor, but important for the department to make a decision when doing risk assessment). <i>Artisans and Employees: (Artisans and Employees to be , or are , employed for this project )</i>	

<b>Quantity / No. of Resources</b>	<b>Categories of Employee - Key Personnel (part of Business Enterprise)</b>	<b>Professional Registration No.</b>	<b>Date of Employment</b>
	Site Agent		
	Project Manager		
	Artisan (Diesel mechanic with trade test certificate )		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans(Electrician with trade test certificate)		
	Unskilled employees		
	Others		
<b>The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.</b>			
<b>Signed:</b>	.....	<b>Date</b>	.....
<b>Name:</b>	.....	<b>Position</b>	.....
<b>Enterprise Name:</b> .....			



## RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Bidders must submit a description of at least three projects successfully completed. **Attach completion certificate for each of the project provided. This is important for the Department to make a decision and will lead to elimination of bids.** The information mentioned on this form must correspond with the information mentioned on Annexure N (project reference form).

The description of each project must include the following information:

1. Essential introductory information:

- 1.1. Name of project.
- 1.2. Name of client.
- 1.3. Contact details of client.
- 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
- 1.5. The period during which the project was performed, and also, if this is different, the period during which the Bidder's team members were contracted.
- 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					
4					

***Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).***

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed

Date

Name

Position

Enterprise name



J

## RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Bidders must submit a description of projects under construction/ on hold/ just handed over/ towards completion (if they exist). Attach an Appointment letter for each of the project provided. This is not an elimination factor, but important for the department to make a decision when doing risk assessment.

The description of each project must include the following information:

2. Essential introductory information:

- 2.1. Name of project.
- 2.2. Name of client.
- 2.3. Contact details of client.
- 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
- 2.5. The period during which the project was performed, and also, if this is different, the period during which the Bidder's team members were contracted.
- 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						
4						

*Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).*

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed

Date

-----  
Name

-----  
Position

Enterprise name



## K

### PLANT AND EQUIPMENT

The Bidder must provide full particulars of the following Assets: (Assets owned and to be hired - Indicate owned assets). Attach details of ownership of each of the plant & vehicle provided or hiring letter or provisional approval to hire. This is not an elimination factor, but important for the department to make a decision when doing risk assessment.

NO.	MACHINERY	PLANT	EQUIPMENT	VEHICLES
1				
2				
3				
4				
<b><i>Attach a separate page to address this issue if there is more equipment, plant or machinery (the above table is just for reference purposes).</i></b>				
<b>The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Bidder are within my personal knowledge and are to the best of my knowledge both true and correct.</b>				

signed

Date

-----  
Name

-----  
Position

-----  
Enterprise name



L

**OTHER OFFERS SUBMITTED AT TIME OF THIS BID FOR WHICH RESULTS ARE PENDING (if they exist)**

*(Any other client's Bid must also be included)*

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE BIDED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					
5					

*Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).*

Signed

Date

-----  
Name

-----  
Position

*Enterprise name*

-----



**M**

**SCHEDULE OF BIDDER'S LITIGATION HISTORY**

The Bidder shall list below details of any litigation with which the Bidder (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

***Attach a separate page to address this issue if there are more projects (the above table is just for reference purposes).***

Signed

Date

-----  
Name

Position

-----  
*Bidder name*



**N**

**Evaluation Schedule 1 – Project Reference Forms - 1**

<b>Project title:</b>	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
<b>Project Number:</b>	BCM5-23/24-0030

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar complexity that was completed successfully by the bidder. This is important for the department in order to make a decision and will lead to elimination of bids.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_

(company name) declare

that I was the Project Manager on the following building construction project successfully

executed by \_\_\_\_\_ (name of Bidder):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
<b>TOTAL</b>						



B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

---

---

B. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of principal agent

COMPANY STAMP

**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not be considered. It is the responsibility of the Bidder to put referees who are reachable.

---

Name of Bidder

---

Signature of Bidder

---

Date



## Evaluation Schedule 2 – Project Reference Forms - 2

<b>Project title:</b>	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
<b>Project Number:</b>	BCM5-23/24-0030

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar complexity that was completed successfully by the bidder. This is important for the department in order to make a decision and will lead to elimination of bids.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_

(company name) declare

that I was the Project Manager on the following building construction project successfully

executed by \_\_\_\_\_ (name of Bidder):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
<b>TOTAL</b>						

B. Would you consider / recommend this Bidder again:



YES	NO

C. Any other comments:

---

---

D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of principal agent

COMPANY STAMP

**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not be considered. It is the responsibility of the Bidder to put referees who are reachable.

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Bidder

\_\_\_\_\_  
Date



### Evaluation Schedule 3 – Project Reference Forms - 3

<b>Project title:</b>	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
<b>Project Number:</b>	BCM5-23/24-0030

**NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar complexity that was completed successfully by the bidder. This is important for the department in order to make a decision and will lead to elimination of bids.**

I, \_\_\_\_\_ (name and surname) of \_\_\_\_\_

\_\_\_\_\_ (company name) declare that I was the Project Manager on the following building construction project successfully

executed by \_\_\_\_\_ (name of Bidder):

Project name: \_\_\_\_\_

Project location: \_\_\_\_\_

Construction period: \_\_\_\_\_ Completion date: \_\_\_\_\_

Contract value: \_\_\_\_\_

A. Please evaluate the performance of the Bidder on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
<b>TOTAL</b>						



B. Would you consider / recommend this Bidder again:

YES	NO

C. Any other comments:

---

---

D. My contact details are:

Telephone: \_\_\_\_\_ Cellphone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Thus signed at \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Signature of principal agent

COMPANY STAMP

**NOTE:**

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not be considered. It is the responsibility of the Bidder to put referees who are reachable.

---

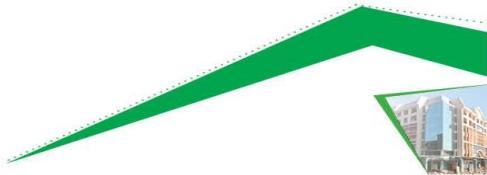
Name of Bidder

---

Signature of Bidder

---

Date



O

## BASELINE RISK ASSESSMENT

<b>PROJECT TITLE</b>	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
<b>SCMU NUMBER</b>	BCM5-23/24-0030
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE.</i>	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Use of crane to off-load	Falling of machinery resulting Injury to personnel	NA	Falling of generator set resulting damaging trees	Falling of machinery resulting to injury to the public and damaging property	Use lifting signal. Ensure competent crane operator
Electrical connection	Electrical shock resulting to injuries	NA	NA	Exposed wires to the public resulting to injuries	Follow electrical safety precautions and standards
Oil spills	NA	NA	Oil spillage can resulting to land and water pollution	Contact with waste water can resulting to disease	Follow environmental standards to control any risk

*You can list all activities on a separate page to address this issue (the above table is just for reference purposes).*

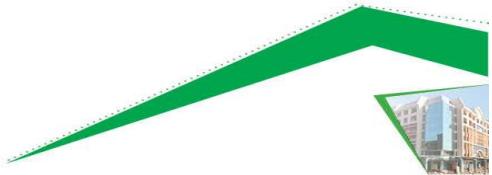
Signed

Date

-----  
Name

-----  
Position

*Enterprise name*  
-----



**P**

**INFRASTRUCTURE INPUT MATERIAL EASTERN CAPE**

PROJECT NAME	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
PROJECT DESCRIPTION (SCOPE)	MAINTENANCE REPAIRS, TESTING AND ISSUING OF CERTIFICATE OF COMPLIANCE (C.O. C'S) AT DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE AMATHOLE/BCM REGIONAL OFFICES AMALINDA
SCMU NUMBER	BCM5-23/24-0030
CONTRACTOR NAME:	

1. Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
2. On monthly basis, the contractor will report the purchasing of any of this material.
3. The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

**A. MATERIAL LISTS-BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS)**

ITEM	BUILDING MATERIAL (TYPE)	QUANTITY	ESTIMATE AMOUNT (Rands)
01	Metal Container	1	
	Copper Tubes	1	
	Electrical Hardware	1	
<b>TOTAL</b>			

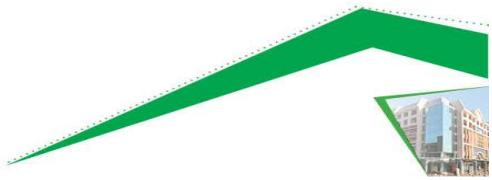
**B. CONFIRMATION**

1. I..... (*Contractor name*) acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
2. I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

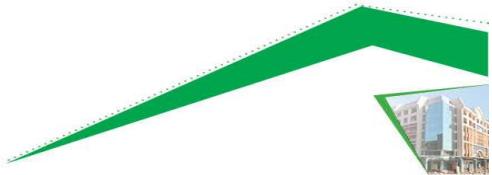
-----  
*Representative of the Contractor (Name)*

-----  
*Signature*

-----  
*Date*



## C1.3 GENERAL CONDITIONS OF CONTRACT



## **SERVICE LEVEL AGREEMENT / CONTRACT AGREEMENT**

Entered into between:

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE  
(Hereinafter called "the Employer", "Client" or "Purchaser" or client")

Duly represented by: \_\_\_\_\_

and

THE CONTRACTOR

\_\_\_\_\_  
(Hereinafter called "the Service Provider")

Duly represented by: \_\_\_\_\_  
WHEREAS:

a) The Client and the Service Provider have concluded an agreement

at \_\_\_\_\_ on \_\_\_\_\_  
Place \_\_\_\_\_ Date \_\_\_\_\_

(Hereinafter called "the principal agreement" attached hereto);  
Start date: \_\_\_\_\_ Anticipated end date: \_\_\_\_\_  
Contract duration: \_\_\_\_\_

b) The principal agreement is more clearly described as:

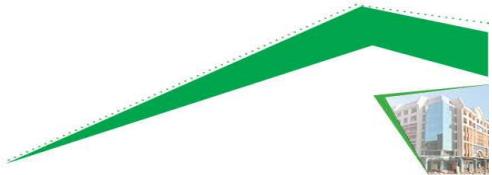
i) Appointment of \_\_\_\_\_;  
(Name of Service Provider)

ii) Being in respect of \_\_\_\_\_  
(Project Description)  
\_\_\_\_\_

i) Contract number \_\_\_\_\_:

ii) Works generally located in \_\_\_\_\_  
(Region/ District/ Area)

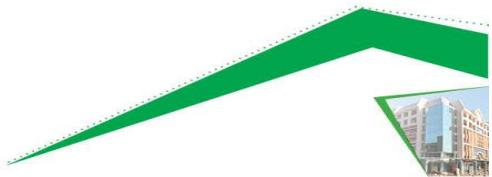
iii) Contract Amount (R/c): \_\_\_\_\_  
**(Inclusive of Vat / Not Inclusive of Vat)**



## **GENERAL CONDITIONS OF CONTRACT**

### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packaging
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Increase / decrease of quantities
19. Contract amendments
20. Assignment
21. Subcontracts
22. Delays in the provider's performance
23. Penalties
24. Termination for defaults
25. Dumping and countervailing duties
26. Force Majeure
27. Termination for insolvency
28. Settlement of disputes
29. Limitation of liability
30. Governing language
31. Applicable law
32. Notices
33. Taxes and duties
34. Transfer of Contracts
35. Amendment of Contracts



## **GENERAL CONDITIONS OF CONTRACT**

### **1. Definitions**

The following terms shall be interpreted as indicated:

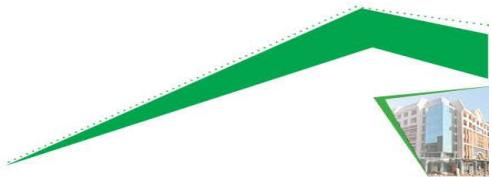
- 1.1 **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 **"Contract"** means the written agreement entered into between the purchaser and the provider, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 **"Contract price"** means the price payable to the provider 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 the 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 provider 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 provider and not involving the provider'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



- 1.14 **"GCC"** means the General Conditions of Contract.
- 1.15 **"Goods"** means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
- 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **"Written"** or **"in writing"** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

### **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 provider 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 provider 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 provider 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 provider's performance under the contract if so required by the purchaser.

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

### **6. Patent rights**

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

6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the department or PROVINCIAL entity.

### **7. Performance security**

7.1 Within seven (7) days of receipt of the notification of contract award, the success 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 provider'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 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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

## **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 purchaser or an organization acting on behalf of the purchaser.

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 clause 8.2 & 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 provider.

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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.

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. Packaging**

9.1 The provider shall provide such packaging of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging, case size and weights shall take into consideration, where appropriate,



9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

**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.

**12. Transportation**

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

**13. Incidental services**

13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

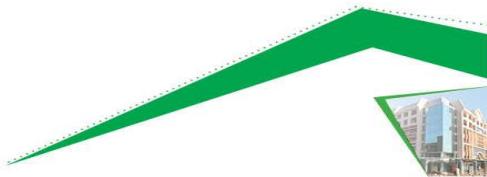
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

**14. Spare parts**

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

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:
  - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - b) 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 provider 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 provider 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 provider, 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.

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

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

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

## 16. **Payment**

16.1 The method and conditions of payment to be made to the provider under this contract shall be specified

16.2 The provider 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 provider.

16.4 payment will be made in Rand unless otherwise stipulated.

## 17. **Prices**

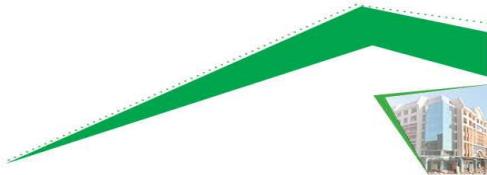
17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

## 18. **Increase/decrease of quantities**

18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

## 19. **Contract amendments**

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



## 20. **Assignment**

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

## 21. **Subcontracts**

21.1 The provider 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 provider from any liability or obligation under the contract.

## 22. **Delays in the provider's performance**

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

22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

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

22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 provider'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 provider.

## 23. **Penalties**

23.1 Subject to GCC Clause 25, if the provider 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 good 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.

## 24. **Termination for Default**

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



- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

**25. Anti-Dumping And Counter-Vailing Duties And Rights**

25.1 When, after the date of bid, provisional payments are required, or anti-dumping 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

**26. Force Majeure**

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

**27. Termination For Insolvency**

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

**28. Settlement of Disputes**

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.

28.2 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 provider may give notice to the other



- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
  - (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

## **29. Limitation Of Liability**

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
  - (a) the provider shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 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 provider to pay penalties and / or damages to the purchaser; and
  - (b) the aggregate liability of the provider 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.

## **30. Governing Language**

- 30.1 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.

## **31. Applicable Law**

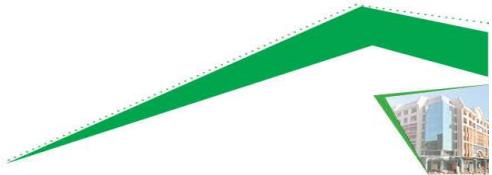
- 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

## **32. Notices**

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.

## **33. Taxes and Duties**

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.



#### **34. Transfer Of Contracts**

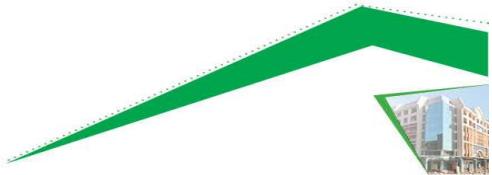
34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

#### **35. Amendment Of Contracts**

35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

#### **36. Duration**

The contract duration is **01 month**



**SIGNATURES.**

**DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
(Place) Day (Month)

**AS WITNESSES**

1 \_\_\_\_\_  
(Signature)

2 \_\_\_\_\_ Authorized signature on behalf of Employer  
(Signature)

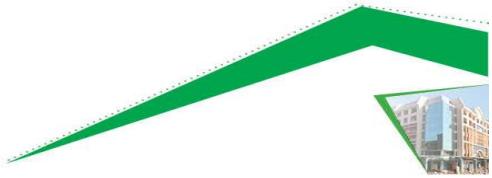
**SERVICE PROVIDER**

Signed at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_  
(Place) Day (Month)

**AS WITNESSES:**

1 \_\_\_\_\_  
(Signature)

2 \_\_\_\_\_ Authorized signature of the Service Provider  
(Signature)



### C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the ..... day of ..... between: .....  
.... (name of company / organization) of .....  
..... (address) and ..... (name of  
company / organization) of .....  
..... (address) (the Parties) and .....  
..... (name) of .....  
..... (address)  
(the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated ..... and known as .....

and these disputes or differences shall

be/have been\* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

2.1

SIGNED by:

Name: \_\_\_\_\_

who warrants that he / she is duly  
authorized to sign for and on behalf  
of the first Party in the presence of

SIGNED by:

Name: \_\_\_\_\_

who warrants that he / she is duly  
authorized to sign for and behalf of  
the second Party in the presence of

SIGNED by:

Name: \_\_\_\_\_

the Adjudicator in the presence of

Witness

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Witness:

Name

Address: \_\_\_\_\_

Witness:

Name: \_\_\_\_\_

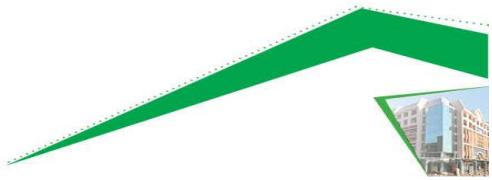
Address: \_\_\_\_\_



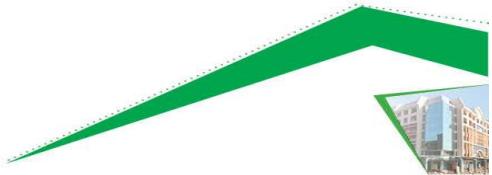
### Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. .... . .... in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R ..... . .... This fee shall become payable in equal amounts by each Party within ..... days of the appointment of the Adjudicator, subject to an invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

\* Delete as necessary

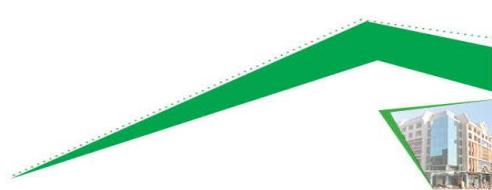


**OCCUPATIONAL HEALTH AND SAFETY SPECIFICATIONS IN CONSTRUCTION  
PROJECTS, REPAIRS, RENOVATIONS & MAINTENANCE WILL BE ADHERED  
TO ACCORDING TO THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**



## TABLE OF CONTENTS

1. Preamble .....	80
2. Scope of health & safety specification document.....	81
3. Purpose .....	81
4. Definitions.....	82
5. Occupational health & safety management.....	85
6. Interpretation.....	86
7. Responsibilities.....	86
8. Scope of work.....	91
9. Preparing Health & Safety Plan.....	92
10. Health & Safety File.....	92
11. OH&S Goals & Objective & Arrangements for Monitoring & Reviewing OH&S Performance..	95
12. Review.....	96
13. Project Site Specific Requirements.....	97
14. Outlined Data References & information on Certain & Specific Obligatory Requirements to ensure compliance.....	98
15. Principal Contractor General duties.....	101
16. The Principal Contractor Specific Duties.....	101
17. The Principal Contractor Specific Responsibilities with regard to hazardous activities.....	101
18. General Notes to the Principal Contractor.....	102
19. House Keeping.....	102
20. Facilities.....	103
21. Lockout System.....	104
22. Important Lists & Records to be kept.....	104
23. Measurement/Payments.....	104
24. Non Conformances.....	104
25. Inspections.....	105
26. Emergency Procedures.....	108



## **1. PREAMBLE**

In terms of Construction Regulation 4(1)(a) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and 5(1) construction regulation of 2014, the Department of Public Works, as the Client and/or its Agent on its behalf, shall be responsible to prepare Health & Safety Specifications for any intended construction project and provide any Principal Contractor who is making a Tender or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

The Client's further duties are as described in The Act and the Regulations made there-under.

The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (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. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated

works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system.

With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in.

Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal 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 at the construction site, 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' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

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 & Infrastructure. These are its personnel, the personnel of its Clients 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 Principal 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 Principal 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 Agent and/or Client.

## **2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT**

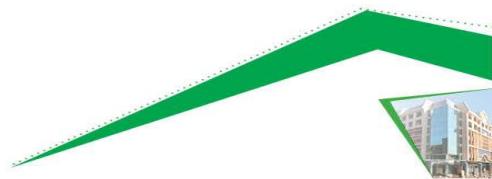
These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project.

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.

This health and safety specification in respect of a construction work contract:

- a) provides the overarching framework within which the contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993 during construction;
- b) establishes the manner in which the contractor is to manage the risk of health and safety incidents in during the construction; and
- c) establishes the manner in which the employer's health and safety agent will interact with the contractor.

Note 1: This specification establishes generic requirements to enable the employer and the contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The contractor is required to develop, implement and maintain package specific health and safety plans. The employer is required to provide certain package specific information to the contractor or a health and safety



specification for the works to enable such plans to be formulated. Accordingly, this generic specification on its own cannot ensure compliance with the requirements of the aforementioned Act (See Annexure A).

**Note 2:** The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

**Note 3:** This specification establishes generic health and safety requirements. Site specific requirements for health and safety are stated in the scope of work associated with a contract (see Annexure A).

**Note 4:** The South African Council for the Project and Construction Management Professions has established the following specified categories of registration in terms of the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000):

- a) a Construction Health and Safety Agent who may be appointed by an employer to act as his agent in terms of the Occupational Health and Safety Act of 1993 and the Construction Regulations issued in terms of that Act;
- b) a Construction Health and Safety Manager who may be appointed by an employer to complement his professional team or by a contractor to manage company or project health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations; and a Construction Health and Safety Officers who may be appointed by an employer to mitigate the risk on a project or by a contractor to monitor and assist on-site health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations and services.

### **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 Principal Contractor (and his /her 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 Infrastructure.

The Principal Contractor (and his /her 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 Principal Contractor (and his /her contractor); and
- d) the Principal Contractor's (and his /her contractor) health & safety plan.

To serve to ensure that the Principal Contractor (and his /her 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 Principal 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.

### **CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT.**

#### **General**

The contractor shall with respect to the site and the construction work that are contemplated:

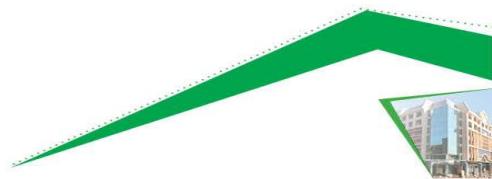
1. cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;
2. evaluate the risks associated with the identified hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The contractor shall ensure that:

- a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; no structure or part of a structure is loaded in a manner which would render it unsafe; and
- b) account of information, if any, provided by the designer of the structure is taken into account in the risk assessment.

**Note:** The information provided by the designer should outline known or anticipated dangers or hazards relating to the work and make available all information required for the safe execution of the work.

It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.



The contractor shall carry out regular inspections and audits to ensure that the work is being performed in accordance with the requirements of this specification.

#### 4. DEFINITIONS.

The most important definitions in the Act and Regulations pertaining to this specification document are hereby extracted.

**Act:** the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

**Accident** – means unplanned occurrence that happens due to the unsafe condition and may cause injury to a person, damage to the property, material, plant, equipment and the environment;

**Agent** – means any person who acts as a representative for a client. The word agent, in some instances, may be used interchangeable with the Construction Health and Safety Agent, the distinguishing factor will be on the role expected to be played by the agent mentioned. For example, all H&S

related issues (audits, inspections, and/or reports) are done by the Construction Health and Safety Agent, whilst the accountability of overall project success or portions of the work is done by the Agent i.e. Principal Agent or Project Manager or Engineer.

**Client** means Department of Public Works & Infrastructure.

**Competent person** means a person who-

(a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific for that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and

(b) is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act;

**Construction Health & Safety Agent (SACPCMP)** – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations. Pr.CHSA means a competent person who acts as a representative for a Client in terms of regulation (5)5.

**Contract Amount**” Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

**contractor:** person or organization that contracts to provide the work covered by the contract

**contract manager:** person appointed by the employer to administer the contract on his behalf

**competent person:** any person who:

a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications specific to that work or task; and

b) is familiar with the Act and applicable regulations made in terms of the Act

**Note:** The Regulations stipulate that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act of 2000.those qualifications and training must be regarded as the required qualifications and training.

**danger:** anything which may cause injury or damage to persons or property

**employer:** person or organisation that enters into a contract with the contractor for the provision of the work covered by the contract.

**employer's health and safety agent:** the person appointed as agent by the employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters. This is a Construction Health & Safety Agent.

**(SACPCMP)”** – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the clients behalf in terms of the construction regulations.

**“Construction Manager (Site Agent)”** means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

**Construction Site** means a work place where construction work is being performed;

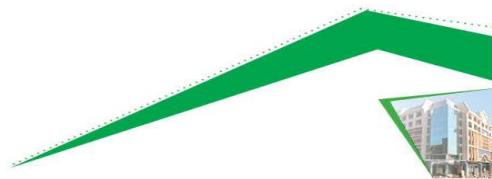
**Construction Supervisor** means a competent person responsible for supervising construction activities on a construction site;

**Construction Vehicle** means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;

**Construction work** means any work in connection with –

a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or  
b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

**Construction Work Permit** means a document issued in terms of regulation 3 of the Construction Regulations 2014;



**Demolition Work** means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

**ergonomics**: the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance.

**Fall Protection Plan** means a documented plan, which includes and provides for-

- a) All risks relating to working from a fall risk position, considering the nature of work undertaken;
- b) The procedures and methods to be applied in order to eliminate the risk of falling; and
- c) A rescue plan and procedures;

**H&S – health and safety**

**hazard**: a source of or exposure to danger

**hazard identification**: the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

**Health and Safety File** – means a file, or other record in permanent form, containing the information required a contemplated in the regulations;

**health and safety plan**: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

**health and safety specification**: a site, activity or project specific document pertaining to all health and safety requirements related to construction work which is included in the contractor's contract with the employer or an order issued in terms of framework agreement.

**healthy**: free from illness or injury attributable to occupational causes  
**incident**: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he 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 to continue with the activity for which he was employed or is usually employed;

b) a major incident occurred; or

c) the health or safety of any person was endangered and where:

- i) a dangerous substance was spilled;
- ii) the uncontrolled release of any substance under pressure took place;

i) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

**inspector**: a person designated as such under section 28 the Act

**major incident**: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace.

**Medical Certificate of Fitness** means a certificate contemplated in regulation 7(8) of Construction Regulations 2014;

**Practical Completion Certificates** - A certificates issued in terms of a contract by the employer, signifying that the whole of the construction works have reached a state of readiness for occupation or use for the purposes intended, although some minor work may be outstanding.

**"Professional Engineer or Professional Certificated Engineer"** means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

**reasonably practicable**: practicable having regard to:

- a) the severity and scope of the hazard or risk concerned;
- b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
- c) the availability and suitability of means to remove or mitigate that hazard or risk; and
- d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

**risk** – means the likelihood that harm will occur and the subsequent consequences.

**"Risk assessment"** – means a process to determine any risk associated with any hazard at a construction site in order to identify the steps needed to be taken to mitigate, reduce or control such hazards.

**safe**: free from any hazard

**Safety Officer** – a person deemed competent by SACPCMP under the relevant category of registration.

**scaffold**: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

**Structure**:

a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;



b) any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling

substance: any solid, liquid, vapour, gas or aerosol, or combination thereof

suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

temporary works: any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction

workplace: any premises or place where a person performs work in the course of his employment

## **5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT.**

### **5.1 Structure and Organization of OH&S Responsibilities**

#### **5.1.1. Overall Supervision and Responsibility for OH&S**

a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.

c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

d) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

#### **5.1.2 Required appointments as per the Construction Regulations:**

ITEM	REGULATION	APPOINTMENT	RESPONSIBLE PERSON
1	3	Construction Work Permit	Client
2	5(1)(k)	Principal Contractor	Client
3.	8(1)	Construction Manager	Contractor
4.	6(1)	Construction Supervisor	Contractor
5.	8(5)	Construction Safety Officer	Contractor
6.	8(8)	Responsible Employee	Contractor
7.	9(1)	Person To Carry Out Risk Assessments	Contractor
8.	10(1)	Fall Protection Planner	Contractor
9.	13(1)	Excavation Supervisor	Contractor
10.	18(1)a	Rope Access	Contractor
11.	19(8)(a)	Material Hoist Inspector	Contractor
12.	20(1)	Bulk Mixing Plant Supervisor	Contractor
13.	23(1)	Operator: Construction Vehicle and Mobile Plant	Contractor
14.	28(a)	Stacking and Storage Supervisor	Contractor
15,	29(h)	Fire Equipment Inspector	Contractor

#### **5.2 Communication, Participation & Consultation.**

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

5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

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

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

## **6. INTERPRETATION**



- a) The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.
- b) Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.
- c) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction 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.
- d) The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors.
- e) The Principal 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 Construction Regulations from all contractors on the project site.
- e) The words Principal Contractor and Contractor in this document are used interchangeable, unless clearly expressed otherwise to mean something else e.g. when used to describe roles, responsibilities, functions, acts or omissions of the sub-contractor(s).

## **7. RESPONSIBILITIES.**

### **7.1 Client**

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
  - a) have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
  - b) have failed to implement or maintain their health and safety plan;
  - c) have executed construction work which is not in accordance with their health and safety plan; or
  - d) act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

### **7.2 Principal Contractor**

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.
- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- e) The Principal 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 Potential Principal Contractor shall, in submitting his Tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of Tender upon which a Tenderer's offer is based.)
- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.



j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

### 7.3 Contractor / sub-contractor

The contractor must demonstrate to the Principal Contractor that he has the necessary competencies and resources to perform the construction work safely.

Acceptance by the Principal Contractor of the contract with Public Works shall constitute acknowledgement that the Principal Contractor has familiarised him/herself with the contents of the OHSE Spec and that he/she will comply with all its obligations in respect thereof.

Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

The Client or its duly appointed Construction H&S Agent reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.

The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE Compliance.

The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document and/or any other applicable legislative requirements imposed on the Contractor.

The contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract.

Such a subcontract shall require that the subcontractor:

a) co-operate with the contractor as far as is necessary to enable both the contractor and sub-contractor to comply with the provisions of the Act; and  
b) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

The contractor shall provide any sub-contractor who is submitting a Tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and the health and safety specification.

The contractor shall discuss and negotiate with each subcontractor performing construction work the subcontractor's health and safety plan and approve that plan for implementation.

The contractor shall take reasonable steps as are necessary to ensure that:

a) potential contractors submitting Tenders have made sufficient provision for health and safety measures during the construction process;

b) each subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to their performance of work on site;

c) all the subcontractor's employees have a valid medical certificate of fitness specific to the construction work which are to be performed which is issued by an occupational health and safety practitioner;

d) all sub-contractors co-operate with each other to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations;

e) each subcontractor performing construction work has and maintains a health and safety file containing the relevant information described in 4.2.5; and

f) each sub-contractor's health and safety plan is implemented and maintained.

The contractor shall conduct periodic document verifications and audits for compliance with the approved health and safety plan of each and every subcontractor working on the site at intervals agreed upon with such subcontractors, but at least once per month.

The contractor shall stop any subcontractor from executing construction work which is not in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.

The contractor shall ensure that where changes to the works occur including design changes , sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.

The contractor shall ensure that:

a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;



b) potential subcontractors submitting Tenders have made provision for the cost of health and safety measures during the construction process; and

- every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

The contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

The contractor shall satisfy himself and ensure that all subcontractor employees deployed in the site are:

a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and

b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

The contractor shall undertake a risk assessment together with subcontractors whenever subcontractors are working in close proximity to other subcontractors particularly activities involve excavations, the moving of earth, the movement of heavy machinery and working at heights

#### 7.4 Construction supervisors.

The construction manager shall in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

A contractor shall after considering the size of the project and if considered necessary, appoint in writing one or more competent employees for different sections of the work to assist the construction supervisor.

#### 7.5 Competent persons.

The contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- formwork and support work operations;
- excavation work;
- demolition work;
- scaffolding work operations;
- suspended platform work operations;
- material hoists;
- bulk mixing plants;
- temporary electrical installations;
- the stacking and storage of articles on the site; and
- fire equipment.

The contractor shall appoint in writing competent persons to:

- a) induct employees in health and safety; and
- b) prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.

#### 7.6. Appointment of a Safety Officer

The Principal Contractors will have to appoint a competent Construction H&S Officer as per the following criteria;

i. Number of employees onsite between 30 but below 50 – Part Time Safety Officer shall be appointed and will be onsite at least 2 days a week.

ii. Number of employees above 50 – Fulltime Safety Officer should be appointed.

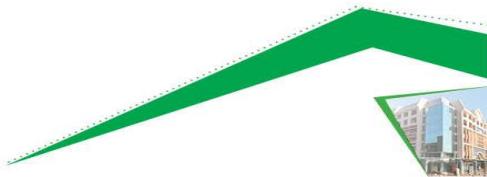
iii. Should the project require a Construction Work Permit – a Fulltime Safety Officer should be appointed.

Further to the above criteria, should the Client or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the Client or its Representative may issue an instruction that a Part/ Full Time Construction Health and

Safety Officer must be appointed, such a requirement will have to be met. Taking the Risk associated with this project into consideration it is deemed that a full time Safety Officer needs to be appointed and be present on site at all times.

#### 7.6 Construction Health & Safety Agent (SACPCMP)

The construction Health & Safety Agent act as a link between the client, Principal Contractor and the project team members with respect to health & Safety, They are required to ensure that the client carry out its H&S responsibilities in terms of Legislation as well as to co-ordinate and ensure good H&S practices are maintained throughout the duration of the project. In many cases this role starts from project



Initiation to project close-out.

- a) **H&S competence:** In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.
- b) **H&S goals:** It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.
- c) **H&S responsibilities:** Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
- d) **H&S information:** H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example,

discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.

- e) **The employer's health and safety agent shall:**
  - a) audit the contractor's compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;
  - b) accept or reject the contractor's health and safety plans, giving reasons for rejecting such plans;
  - c) monitor the effective implementation of all safety plans;
  - d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;
  - e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the contractor or any of the contractor's subcontractors with a copy to the contract manager and, where relevant, to the contractor.
- f) **The contractor shall invite the employer's health and safety agent to audit compliance with the requirements of this specification before commencing with any physical construction activity on the site.**
- g) **Other duties of a H&S is to ensure that, where applicable, the following is attended to:**

**1. Application for a Construction Work Permit Number (as per DoL Chief Inspector, July 2018).**

A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work if the intended construction work starts on or after the 7th of August 2018 and exceeds 365 days; will involve more than 3600 person days of construction work; or the works contract in of a value exceeding thirteen million rand or Construction Industry Development Board (CIDB) grading level 7.

The application for the Construction Work Permit Number as contemplated above shall be the responsibility of the client depending on the submission of all relevant documentation from the successful Tenderer.

After the Provincial Director of Labour has issued a Construction Work Permit, the Client's or its duly appointed Construction H&S Agent will issue a letter advising the Project Leader and the Principal Agent to arrange the site handover meeting as all legislative requirements would have been complied with including as a copy of the construction permit to work.

**2. Tenderer's responsibility:**

The Tenderer (meeting the above criteria) must ensure that they attach a certified copy of the SACPCMP Certificate for a Registered Construction Manager together with their OHSE Plans.

**7.7 Responsibilities towards employees and visitors**

**1. The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.**

**2. The contractor shall ensure that all employees under his or her control and the employees of his subcontractors who are performing construction work are:**

- a) informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.

**3. The contractor shall cause a record of training to be kept which indicates the training dates, the names, identity numbers and job description of all those who attended such training and the name, identity number and competence of the person who provided the training.**



4. The contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

5. The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

- a. undergoes health and safety instruction pertaining to the hazards prevalent on the site; and
- b. is provided with the necessary personal protective equipment.

6. The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:

- a. unauthorized entrance prohibited;
- b. signage to indicate what personal protective equipment is to be worn; and
- c. activity related signs.

7. The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

#### **8. SCOPE OF WORK**

These specifications are applicable to the specific scope of work pertaining to the above-mentioned project as detailed in the Tender documents, this amongst all includes for example:

- i) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.
- a) Site clearance

- b) Site hoarding, demarcation and demolition works

- c) excavations, filling, compaction, evening surface

- d) Piling (by drilling, excavating,)

#### **9. PREPARING A HEALTH & SAFETY PLAN**

(a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) 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 on construction site.

(b) The plan must be implemented, maintained and kept up to date during the construction of the project.

(c) The principal contractor should prepare a H&S plan that includes;

- project information;

- client requirements for H&S management on the project;

Environmental restrictions and existing on-site risks arrangements, imposed by others or developed by the principal contractor, to control significant site H&S risks;

(d) The H&S plan should include the following information:

- details of the client, that is the person commissioning the construction work, for example their name, representative and contact details;
- details of the principal contractor;

- details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover;

- details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of subcontractors and how non-compliance will be handled; and

- details on how the risks associated with falls, falling objects, moving plant, electrical work and all high risk construction work that will take place on a construction project will be managed.

(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;

- the development of a construction project traffic management plan;

- obtaining and providing essential services information – electrical, gas, telecom, water and similar services;

- workplace security and public safety; and

- ensuring workers have appropriate licences and training to undertake the construction work.

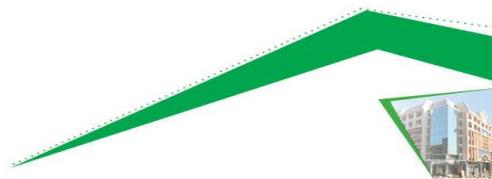
(f) The H&S plan must contain:

- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed;

- the project program or schedule details, including start and finish dates, showing principal activities;

- details of client, design team, principal contractor, subcontractors, and major suppliers; and

- extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.



## **10. HEALTH AND SAFETY FILE**

a) The H&S file is a document prepared by the principal contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.

b) The principal 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.

c) The Principal Contractor must, in terms of Construction Regulation 7(7), 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 Principal 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.

d) The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:

f) The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

f) The contractor shall establish and maintain on site a health and safety file which contains copies, as relevant of:  
 the following documents which shall be placed in the file prior to commencing with physical construction activities:  
 copy of the contraction work permit issued in terms of the Construction Regulations 2014;  
 the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;  
 copies of all risk assessments that were conducted.  
 the letters of appointment, as relevant, together with a brief curricula vita (CV) of:  
 — the construction manager and any assistant construction managers;  
 — the construction health and safety manager  
 — the construction health and safety officer  
 — the risk assessor who is tasked to perform the risk assessments; and  
 — the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;  
 — the authorised persons responsible for gas appliances, gas system gas reticulation system covered by the Pressure Equipment Regulations;

g) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;

h) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;

i) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;

j) the preliminary hazard identification undertaken by a competent person;

k) the organogram which outlines the roles of the construction supervisor's assistants and safety officers; and

l) the contractor's health and safety plan;

m) the emergency procedures;

n) the procedure for the issuing and replacement of lost, stolen, worn or damaged personal protective clothing and equipment; and

o) proof that the contractor and all the subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;

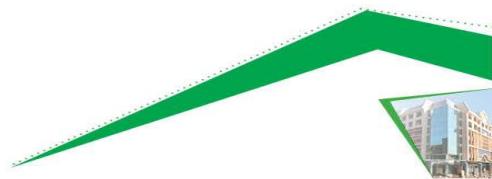
p) the following documents, as relevant, which shall be placed in the file after construction activities have commenced;

q) the letters of appointments, if relevant, together with a brief curricula vita (CV) of:  
 — persons who are required to assist the construction supervisor;  
 — construction supervisor for the site in respect of construction work covered by the Construction Regulations;  
 — competent persons;  
 — assistants of construction supervisor; and  
 — designers of temporary works;

r) any revisions to the organogram which outlines the roles of the construction supervisor's assistants and safety officers;

s) each and every subcontract agreement and each and every subcontractor's approved health and safety plan;

t) proof that the every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;



- u) proof of all subcontractor's induction training whenever it is conducted;
- v) copies of the minutes of the contractor's subcontractors health and safety meetings;
- w) copies of each of the contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
- x) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;
- y) copies of the fall protection plan and each revision thereof;
- z) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;
  - aa) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;
  - bb) any report made to an inspector by the health and safety committee;
  - cc) the minutes of all health and safety meetings and any recommendations made to the contractor by the health and safety committee;
  - dd) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;
- ee) the inputs of the safety officer, if any, into the health and safety plan;
- ff) details of induction training conducted whenever it is conducted including the list of attendees;
- gg) proof of the following where suspended platforms are used:
  - a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
  - proof of competency of erectors, operators and inspectors;
  - proof of compliance of operational design calculations with requirements of the system design certificate;
  - proof of performance test results;
  - sketches indicating the completed system with the operational loading capacity of the platform;
  - procedures for and records of inspections having been carried out;
  - procedures for and records of maintenance work having been carried out;
  - proof that the prescribed documentation has been forwarded to the provincial director;
- hh) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;
- ii) a copy of risk assessments made by competent persons;
- jj) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;
- kk) the names of the first aiders on site and copies of the first aid certificates of competency;
- ll) the names of the persons the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;
- mm) medical certificates of fitness for the contractor's and subcontractors' employees specific to the construction work to be performed and issued by an occupational health and safety practitioner:
  - a. details of all incidents together with the Contractor's investigative report on such incident;
  - b. the record of inspections carried out by the designers of structures to ensure compliance with designs; and
- nn) any other documentation required in terms of regulations issued in terms of the Act including a record of all drawings, designs, materials used and other similar information concerning the completed structure;
- oo) The health and safety file shall be made available for inspection by any inspector, subcontractor, the contract manager, the employer's health and safety agent or employee of the contractor upon the request of such persons.
- pp) The health and safety file shall be updated to ensure that its contents always reflect the latest available information.
- qq) The contractor shall hand over a copy of the health and safety file to the employer's health and safety agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

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

The Principal Contractor is required to maintain an acceptable disabling incident frequency rate (DIFR) and report on this to the Client and/or its Agent on its behalf on a monthly basis.



## 11.1 IDENTIFICATION OF HAZARDS AND DEVELOPMENT OF RISK ASSESSMENTS, STANDARD WORKING PROCEDURES (SWP) AND METHOD STATEMENTS.

The Principal 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 Monthly Audit by Client and/or its H&S Agent.

The Client and/or its H&S Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 4(1)(d) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

a) A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf 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 and/or its Agent on its behalf 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 Principal 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:

a major incident occurred

i. the health or safety of any person was endangered

ii. where a dangerous substance was spilled

iii. the uncontrolled release of any substance under pressure took place

iv. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects

v. 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 Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".

d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.

The Principal 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)

e) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

f) The Principal 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.

g) The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

h) 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.

### Reporting Of Near-Misses

□ Department of Public Works & Infrastructure 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 & Infrastructure retains the right to enforce the reporting of near misses within 24 hours of occurrence.

## 12. Review

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

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors 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) Site OH&S Rules

The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction. When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.



**b) Security Arrangements**

The Principal 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 Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Principal 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 Appointment of Health & Safety Representatives**

**a) H&S Representatives('SHE – Reps')**

Where the Principal Contractor employs more than 20 persons (including the employees of other Contractors (sub-contractors) he has to appoint one H&S Representatives for every 50 employees or part thereof. (Section 17 of the Act and General Administrative Regulation 6. & 7.)

H&S Representatives must be appointed in writing and the designation shall be in accordance with the Collective Agreement as concluded between the parties as is required in terms of General Administration Regulation 6.

**12.1.2 Duties and Functions of the H&S Representatives**

The contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:

- conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by a Principal Contractor.
- review the effectiveness of health and safety measures;
- identify potential hazards and potential major incidents;
- in collaboration with his employer, examine the causes of incidents;
- investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
- make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
- inspect the site with a view to, the health and safety of employees, at regular intervals;
- participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
- participate in any internal health or safety audit.

The report must be consolidated and submitted to the Health & Safety Committee.

H&S Representatives must form part of the incident/accident investigating team.

The contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established above.

**12.1.3 Establishment of H&S Committee(s)**

□ The Principal 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.

**12.1.4 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 Principal 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.

All employees of the Principal and other Contractors must be in possession of proof of General Induction training

**b) Site Specific Induction Training**

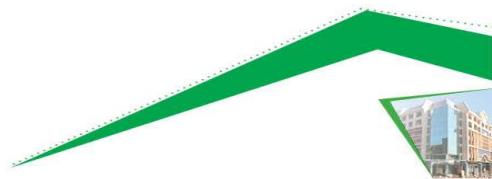
All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.

**c) Other Training**

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

**d) Copy of the Act**

The contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.



### **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 Principal Contractor:

- a) Clearing & grubbing the area/site
- b) Site establishment
- c) Dealing with existing services; e.g. existing standby generator
- d) Location of existing services
- e) Boundary & Access control/Public liability exposures
- f) Protection against heat exhaustion, dehydration, wet & cold conditions
- g) Dealing with illnesses other related diseases
- h) Use of portable electrical & explosive tools
- i) Any Excavation work
- j) Loading & offloading of trucks
- k) Driving & operations of Construction vehicles & mobile plant
- l) Temporal works and
- m) Construction work as defined in the construction regulation 2014

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

#### **Administrative & Legal Requirements**

(a) OHS Act Section/ (b) Regulation c) Subject (1) Requirements  
**Construction. Regulation Notice of carrying out Construction work**

- Department of Labour notified
- Copy of Notice available on Site

**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

**Construction. Regulation 4 & 5(1)**  
**H&S Specification & Programme**

- H&S Spec received from Client and/or its Agent on its behalf
- OH&S programme developed & Updated regularly

#### **Section 8(2)(d)**

**Construction. Regulation 7**  
**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

#### **Section 16(2)**

**Assigned duties (Managers)**  
 Responsibility of complying with the OH&S Act assigned to other person/s by CEO.

**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 17 & 18**

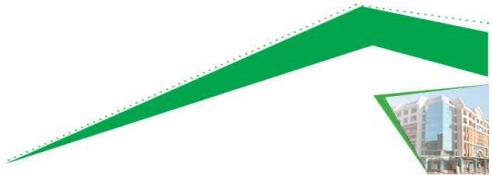
**General Administrative Regulations 6 & 7**  
**Designation of Health & Safety Representatives**

- More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof.

- Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7



Meaningful H&S Rep. reports.



Reports actioned by Management.

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/  
(Sub-)Contractors

Written agreement with (Sub-)Contractors

List of SubContractors displayed.

Proof of Registration with Compensation Insurer/Letter of Good Standing

Construction Supervisor designated

Written arrangements re.

H&S Reps & H&S Committee

Written arrangements re. First Aid

Section 24 &

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 8

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

Construction. Regulation

Driven Machinery Regulations 18 & 19

Cranes & Lifting Machines Equipment

Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment

Written Proof of Competence of above appointee available on Site.

Cranes & Lifting tackle identified/numbered

Register kept for Lifting Tackle

Log Book kept for each individual Crane

Inspection: - All cranes - daily by operator

- Tower Crane/s - after erection/6monthly

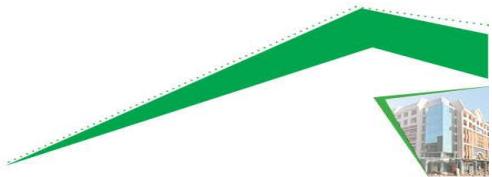
- Other cranes - annually by comp. person

- Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application

General Safety Regulation 8(1)(a)

Designation of Stacking & Storage Supervisor.

Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage



**Construction, Regulation 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

**General Safety regulation 13B**

**Ramps**

Competent person appointed in writing to supervise the erection & inspection of Ramps. Inspection register kept.

Daily inspected and noted in register

**15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES**

i. General



- The Principal Contractor shall at all times ensure his status of an "employer" as referred to in the Act, and will aTendere 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 Principal 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 client or his representative whenever necessary or on request to an interested party.
- The project under control of the Principal Contractor shall be subject to periodic health and safety audits that will be conducted by the client at intervals agreed upon between the Principal Contractor and the client, provided such intervals will not exceed periods of one month.
- The Principal Contractor is to ensure that he/she and all persons under his control on the construction site shall adhere to the above specifications.
- The Principal 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.

**ii. Personal protective equipment and clothing**

The contractor shall ensure that:

- all workers are issued with the necessary personal protective clothing;
- all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and
- clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

**iii. Competent persons**

The Principal contractor and other contractors shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

- formwork and support work operations;
- excavation work;
- demolition work;
- material hoists;
- temporary electrical installations;
- the stacking and storage of articles on the site; and
- fire equipment.

The contractor shall appoint in writing competent persons to:

- induct employees in health and safety; and
- prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.

**16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES**

The Principal Contractor's specific duties in terms of these specifications are detailed in the Construction Regulations as published under government notice 07 August 2014, stipulated in Section 7.

**17. THE PRINCIPAL 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 Construction Regulations and other applicable regulations of the Act:

- Fall protection
- Structures
- Excavation work
- Construction vehicles & mobile plant.
- 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 Construction Regulations will be kept in the Health and Safety

File and will be made available at any time when required by the client or his representative, or on request to an interested party.

**18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR**

**i. 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

ii. General requirements

The contractor shall:

a) create and maintain as reasonably practicable a safe and healthy work environment,

b) execute the work in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring;

c) conspicuously display any site specific number assigned to the construction site in terms of the Construction Regulations 2014 at the main entrance to the site; and

d) respond to the notices issued by the employer's health and safety agent as follows:

Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;

Contravention Notice: rectify contravention as soon as possible;

Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so

Note: Financial penalties can be applied should Contravention Notices be issued. This should be dealt under the sub heading "NON-CONFORMANCES" in the same document.

#### 19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

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 Principal Contractor will ensure that the matter is brought to record with the client 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 inspector.

NOTE: No employer (Principal Contractor) 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. FACILITIES

The site establishment plan shall make provision for:

a) Dining room facilities

The contractor shall make provision for adequate dining room facilities for his employees on site.

b) Change rooms

The contractor shall make provision for adequate change rooms for his employees on site.

c) Ablution facilities

The contractor shall make provision for adequate ablution facilities for his employees on site.

These facilities shall be maintained by the contractor.

d) Smoking Areas

Designated smoking areas shall be established by Department of Public Works.

e) Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and Department of Public Works & Infrastructure

f) 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

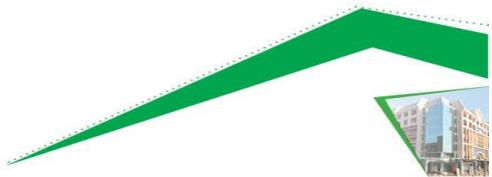
iv.testing and monitoring equipment

g) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the Department of Public Works & Infrastructure Project Manager.

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.



Prior to site establishment Department of Public Works & Infrastructure shall approve the contractor's site plan.

Department of Public Works & Infrastructure shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

**i) Salvage Yard Management**

Depending on the site specific arrangements and procedures, Department of Public Works Infrastructure may provide the salvage yard and the resources to manage it.

The salvage yard management shall conform to safety, health and environmental requirements. The contractors are required to move the equipment from the place of work to the salvage yard.

**j) 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 Department of Public Works & Infrastructure in writing.

**k) Hazardous Chemical Substances Waste Removal**

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

**i) Personal Protective Equipment (PPE)**

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

**21. LOCKOUT SYSTEMS**

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

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

**22. IMPORTANT LISTS AND RECORDS TO BE KEPT**

The following are lists of several records that are to be kept in terms of the Construction Regulations. The lists are:

1.

- i. List of appointments
- ii. List of record keeping responsibilities
- iii. Inspection checklist

a) Contractor Risk Assessment Process

The risk assessment process shall include:

- 1) an evaluation of the method of the work to be conducted

2.

the method statement on the procedure to be followed in performing the task shall be developed

3.

the risk assessment will also include activities like:

- i. Transportation of passengers and goods to and from site
- ii. Site establishment
- iii. Physical and mental capabilities of employees
- iv. Others as may be specified.

4.

the hazards as listed in the paragraph – Site Specific Health and Safety Hazards

5) 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**



c) Risk Based Inspection Program

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

**22. MEASUREMENT AND PAYMENT**

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

**24. NON-CONFORMANCES**

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

Minor:

Penalty: R50/count

Medium:

Penalty: R500/count and a non-conformance

Severe

Penalty: R5000/count, a non-conformance and/or activity stoppage

Non-use of PPE supplied

Toilets not supplied or regularly serviced; lack of drinking water

Contractors working without Health and Safety Plan approval

Non completion of registers for plant and equipment on site

Contractors not audited

Workers transported in contravention of the OHS plan or legal requirements

Lack of H&S signage at work areas

Working without training or the appropriate, approved H&S method statements

Invalid Letters of Good Standing

Tools and equipment identified in poor condition during inspections

Legal non-conformances identified during the previous audit and not addressed within the agreed time frame

Non-compliance with traffic accommodation requirements: layout or physical conditions

No monthly OHS report at site meeting to report on

Any serious breach of legal requirements

No certificates of fitness for workers as required

Working without approved method statements

**4.8 Failure to Comply with Provisions**

Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

(i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the H&S Specification.

(ii) In addition a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Client's representative. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

**25. INSPECTIONS, FORMAL ENQUIRIES AND INCIDENTS**

1. The contractor shall inform the relevant safety representative:

- i. beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
- ii. as soon as reasonably practicable of the occurrence of an incident on the site.

2. The contractor shall record all incidents and notify the employer's health and safety agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector of the department of labour and notify the Provincial Director of the Department of Labour of such incident within 7 days on the prescribed form.

3. The contractor shall investigate all incidents and issue the employer's health and safety agent with copies of such investigations.

4. The contractor shall in the event of an incident in which a person dies, or is injured to such an extent that he is likely to die, or suffered the loss of a limb or part of a limb:

- i. notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication;
- ii. ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger;
- iv. and provide the Provincial Director of the Department of Labour with a report which includes the measures that the contractor or his subcontractor intend to implement to ensure a safe site as reasonably practicable.



5. The contractor shall notify the Provincial Director of the Department of Labour of the death of any person which results from injuries sustained in an incident.

#### **24. EMERGENCY PROCEDURES**

The contractor shall submit for acceptance to the employer's health and safety agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- identifies the key personnel who are to be notified of any emergency;
- sets out details including contact particulars of available emergency services; and
- the actions or steps which are to be taken during an emergency.

The contractor shall within 24 hours of an emergency taking place notify the Project Manager in writing of the emergency and briefly outline what happened and how it was dealt with.

#### **IMPORTANT CONTACT DETAILS (FOR HEALTH & SAFETY ASPECTS ONLY)**

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

##### **SERVICE NUMBER CONTACT PERSON**

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

SERVICE	NUMBER	CONTACT PERSON
Hospital		
Ambulance		
Water		
Electricity		
Police		
Fire Brigade		
Engine		

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

#### **SECTION 37(2) AGREEMENTS**

##### **CONCLUDED BETWEEN**

**DEPARTMENT OF PUBLIC WORKS & Infrastructure**  
(Hereinafter referred to as Department of Public Works & Infrastructure)

AND

.....  
(Name of Principal contractor)

I, .....[(name) representing the  
Principal Contractor, do hereby acknowledge that ..... [insert  
name of contractor] 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/Agent Safety Manager/Safety Officer] 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 ..... (Principal Contractor/Agent)

**Behalf of Department of Public Works.**

(Contracts and/or Project Manager or Department of Public Works & Infrastructure representative)

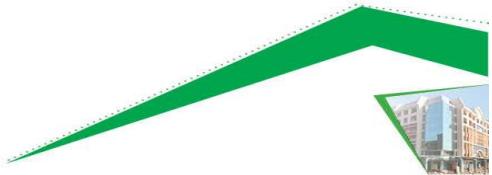
Witnesses

1. .....

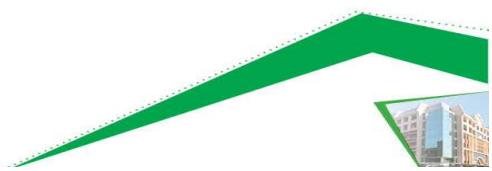
2. .....

**PROJECT:**.....

..... (full name AND site address of project and full or proper description of project)



# **DETAILED SPECIFICATION AND BILL OF QUANTITIES**



DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE-B.O.Q				
Description: See Attached google Maps for locations Test and Commission of the following existing DB's (Issues C.O.C's)	Unit	Quantity	Supply Rate	Total
<b>Block-A Ground Floor</b>				
DB-2 :Ground Floor next to Big Boardroom	No	1		
DB-4 :Next to Disable Toilets opposite G-17	No	1		
DB-5 :Orange Coated next to DB-2	No	1		
<b>Block-A First Floor</b>				
DB-1 :Main Distribution Board for Block A, next to lift shaft	No	1		
DB-3 :Located in the Kitchen	No	1		
DB-6 : Orange Coated next to Main DB	No	1		
<b>Block-B Ground Floor</b>				
DB-2 :Opposite Finance Section	No	1		
DB-4 :Next to Demand Office	No	1		
<b>Block-B First Floor</b>				
DB-1 :Main Distribution Board next to lift shaft	No	1		
DB-3 and Sub Db's A&B :Located service Termination Pensions Offices	No	3		
<b>Block-C Ground Floor</b>				
MDB-GF:Next to Lift shaft	No	1		
<b>Block-C First Floor</b>				
Sub DB-FF:Next to lift shaft	No	1		
<b>Face Brick Building</b>				
24-way Main DB	No	1		
Sub DB:Next to Main DB	No	1		
<b>Store-Room</b>				
24-Way DB	No	1		
<b>Blue and White Bangalow/Corrigated Iron Structure</b>				
18-way DB	No	1		
<b>Creame Bangalow :Opposite Block A</b>				
SDB/B	No	1		
<b>GuradHouse:Next to Main Entrance</b>				
Sub-DB	No	1		
<b>Old Human Resourc Building</b>				
Safe Removal of exisitng Air-conditioners, condensers and dispoe them. Make good to the exisiting structure	No	28		
<b>Roads Workshop</b>				
Sub-Db	No	1		
<b>Sub Total</b>				
<b>Allow the following provisional amounts</b>				
Allow provisional amount for defects to be repaired.	sum	1	R 50,000.00	R 50,000.00
<b>Sub Total</b>				
<b>15% VAT</b>				
<b>Total</b>				

