

public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER

FOR

**INSTALLATION AND REPLACEMENT OF AIR
CONDITIONERS**

AT

GALESHEWE MAGISTRATE COURT

NORTHERN CAPE PROVINCE

DEPARTMENT OF PUBLIC WORKS
AND INFRASTRUCTURE
KIMBERLEY REGIONAL OFFICES
PRIVATE BAG X5002
KIMBERLEY
8300

PROJECT MANAGER:
L. Sebopetja

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

PLEASE TAKE NOTE

TENDER NUMBER : *KIM 02/2021*

CLOSING TIME: *11:00*

CLOSING DATE: *26/03/2021*

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

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

BID DOCUMENTS MAY BE POSTED TO

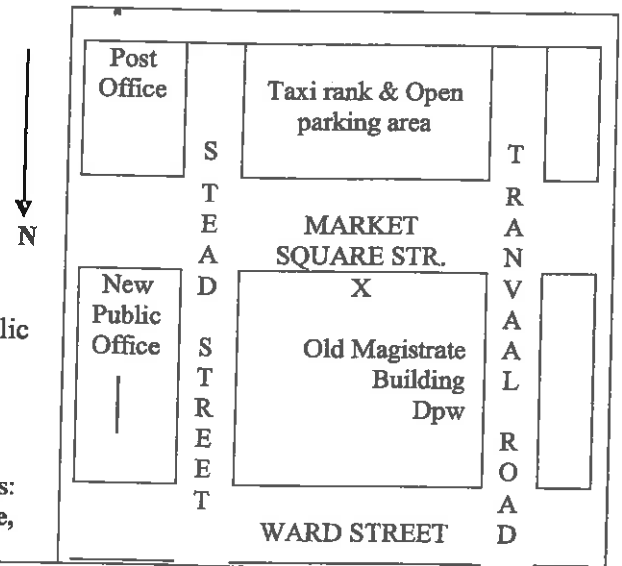
REGIONAL MANAGER
Department of Public Works
Private Bag X5002
KIMBERLEY
8300

ATTENTION: BID SECTION: ROOM N22

Bid documents that are posted must reach the Department of Public Works before 11:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works:
Head Office: Room 29, Old Magistrate Offices, 21-23 Market Square,
Kimberley, 8300.



The Office of the Department of Public Works is open **Mondays to Fridays**
07:30 – 12:45 / 13:30 – 15:30. However, if the bid is late, it will, as a rule not be accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

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

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

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE.

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

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



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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	Galeshewe: Magistrate Court: Installation and replacement of air conditioners		
Reference no:	19/2/4/2/2/2327/490		

Tender no:	KIM 02/2021		
Advertising date:	05/03/2021	Closing date:	26/03/2021
Closing time:	11h00	Validity period:	56days

It is estimated that tenderers should have a CIDB contractor grading designation of **2 ME** or **2 ME*** or higher.

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

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **2 MEPE** or

2 MEPE* or higher.

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

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

<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
<input checked="" type="checkbox"/>	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
<input checked="" type="checkbox"/>	All parts of tender documents submitted must be fully completed and signed where required.
<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input checked="" type="checkbox"/>	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
<input type="checkbox"/>	Submission of (DPW-16 EC): Site Inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting. Insert motivation why the site inspection meeting is declared compulsory
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD).
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement as indicated below.
<input type="checkbox"/>	Submission of proof of registration on National Treasury's Central Supplier Database (CSD) for all sub-contractors for 30% compulsory sub-contracting (attach CSD print out).
<input type="checkbox"/>	Submission of PA 36 and Annexure C as proof of Compliance to Local Production and Content requirements.
<input checked="" type="checkbox"/>	Submission of (DPW-09EC): Particulars of Tenderer's Projects.

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



Notice and Invitation to Tender: PA-04 (EC)

<input checked="" type="checkbox"/>	Submission of active proof of registration as Refrigeration Practitioner with SAQCC Gas
<input type="checkbox"/>	Specify other responsiveness criteria

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

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

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

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

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

Minimum functionality score to qualify for further evaluation:		
Functionality criteria:		Weighting factor:
Total		100 Points

Collection of tender documents

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

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

Alternatively; Bid documents may be collected during working hours at the following address 21-23 Market Square, Old Magistrate Building, New Wing Entrance, Kimberley. A non-refundable bid deposit of R 100.00 is payable (cash only) on collection of the bid documents.

Site inspection meeting

A pre-tender site inspection meeting will **select** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **select**

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

Venue: *(type in here the place or "N/A")*

Date: *(type in here the date or "N/A")*

Starting time: *(type in here the time or "N/A")*

enquiries related to tender documents may be addressed to:

DPW Project Manager:	Lerato Sebopetja	Telephone no:	053 838 5347
Cell no:	082 806 0387	Fax no:	
E-mail:	Lerato.sebopetja@dpw.gov.za		

Deposit / return of tender documents

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

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

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

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X5002 Kimberley 8301 Attention: Procurement section: Room N 32	OR	Deposited in the tender box at: 21-23 Market Square Old Magistrate Building Phakamile Mabija New Wing Entrance
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Compiled by:

Lerato Sebopetja		15/02/2021
Name of Project Manager	Signature	Date



PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	<i>Galeshewe: Magistrate Court: Installation and replacement of air conditioners</i>		
Tender / Quote no:	<i>KIM 02/2021</i>	Reference no:	<i>19/2/4/2/2/2327/490</i>
Receipt Number:	<i>insert receipt number</i>		

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07 EC)	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Submission of (PA-29): Certificate of Independent Bid Determination	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) (if applicable)	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) (if applicable)	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) (if applicable)	3 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable)	1 Page	Yes
Particulars of Tenderer's Projects (DPW-09 EC)		

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

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

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

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

Tender document name	Number of pages issued	Returnable document
Record of Addenda to tender documents (DPW-21 EC) (if applicable)	1 Page	Yes
Schedule of proposed sub-contractors (DPW-15 EC) (if applicable)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (if applicable)	1 Page	Yes

Mechanical / Electrical / Security Work material and equipment schedules (if applicable)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (if applicable)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

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

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

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	Pages	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>insert document name</i>	Pages	<input type="checkbox"/> Yes <input type="checkbox"/> No

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

Legal Status of Tendering Entity: If the Tendering Entity is:	Documentation to be submitted with the tender, or which may be required during the tender evaluation:
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.



e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i the Founding Statement – CK1; and ii the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

Signed by the Tenderer

Name of representative	Signature	Date

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

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

Project title:	<i>Galeshewe: Magistrate Court: Installation and replacement of air conditioners</i>		
Bid no:	<i>KIM 02/2021</i>	Reference no:	<i>19/2/4/2/2/2327/490</i>

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

1. CIDB REGISTRATION NUMBER (if applicable)

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

3.1 Full Name of bidder or his or her representative:

3.2 Identity number:.....

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

3.4 Company Registration Number:

3.5 Tax Reference umber:.....

3.6 VAT Registration Number:

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

¹ "State" means –

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

² "Shareholder" means –

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

3.7 Are you or any person connected with the bidder presently employed by the state? YES NO

3.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:

.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months? YES NO

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

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES NO

3.9.1 If so, furnish particulars.

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



Declaration of interest and bidder's past Supply Chain Management practices: PA-11

evaluation and or adjudication of this bid?

YES NO

3.10.1 If so, furnish particulars.

.....
.....

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

YES NO

3.11.1 If so, furnish particulars:

.....
.....

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

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

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

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

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



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

6. CERTIFICATION

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

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8



PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

_____ (project description as per Bid / Tender Document)

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

- 2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

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

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

(Project description as per Bid /Tender Document)

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

2. *Mr/Mrs/Ms: _____
- in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

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

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

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

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

Note:

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

ENTERPRISE STAMP

Blank area for ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

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

(Project description as per Bid/Tender Document)

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



B. *Mr/Mrs/Ms: _____
in *his/her Capacity as: _____ (Position in the Enterprise)
and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____



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

Note:

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



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

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

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

1. GENERAL CONDITIONS

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

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

1.2. The value of this bid is estimated to ~~Not Exceed~~ R50 000 000 (all applicable taxes included) and therefore the... ~~80/20~~.....system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

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

1.3.1 The maximum points for this bid are allocated as follows:

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

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

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



Preference Points Claim for Bids: PA-16

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defined by Codes of Good Practice under



Preference Points Claim for Bids: PA-16

P_{min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

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

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

Preference Points Claim for Bids: PA-16

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

..... %

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

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

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

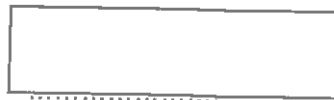
9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.



SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....



DPW-03 (EC): TENDER DATA

Project title:	Galeshewe: Magistrate Court: Installation and replacement of air conditioners
Reference no:	19/2/4/2/2/2327/490

Tender no:	KIM 02/2021	Closing date:	26/03/2021
Closing time:	11h00	Validity period:	56 days

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

Tender no:



C.1.4

The Employer's agent is:

Name: *Insert name of agent*

Capacity: *Select*

Address: *Insert address of agent*

Tel: *Insert tel of agent*

Fax: *Insert fax of agent*

E-mail: *Insert e-mail address of agent*

C.2.1
C.3.11

A. ELIGIBILITY IN RESPECT OF CIDB REGISTRATION:

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

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

Joint ventures are eligible to submit tenders provided that:

1. every member of the joint venture is registered with the CIDB;
2. the lead partner has a contractor grading designation in the **ME** or **ME**** class of construction work; and
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 tendered, or a value determined in accordance with Regulation 25 (1B) or 25 (7A) of the Construction Industry Development Regulations for a **ME** or **ME**** class of construction work

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

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

B. INDICATE THE FUNCTIONALITY WEIGHTING APPLICABLE TO THIS BID:

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

Functionality Criteria	Weighting Factor
Total	100 Points

(Weightings will be multiplied by the scores allocated during the evaluation process to arrive at the total functionality points)



Minimum functionality score to qualify for further evaluation:

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

C ELIGIBILITY IN RESPECT OF RISK TO EMPLOYER:

Provisions applicable to Evaluation Method 1 and 2:

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

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

C.1. Technical risks:

C.1.1 Criterion 1: Quality of current and previous work

Quality of current and previous work performed by the Tenderer in the class of construction work stated above as per the evaluation report prepared by the Professional Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC).

C.1.2 Criterion 2: Contractual commitment

Adherence to contractual commitments, demonstrated by the Tenderer in the performance on current and previous work, evaluated in terms of:

- a) the level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
- b) the degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto; and
- c) general contract administration, i.e. compliance with contractual aspects such as laws and regulations, insurances, security, written contract instructions, subcontractors, time delay claims, etc as can generally be expected in standard/normal conditions of contract.

C.2 Commercial risks:

The level to which agreement with the Tenderer is reached in respect of the adjustment of rates which are considered to be imbalanced or unreasonable and to eliminate errors or discrepancies, without changing the tendered total price, over and above the correction of arithmetical errors as provided for in C.3.9.

C.2.7 For particulars regarding a pre-tender site inspection meeting, see Notice and Invitation to Tender T1.1

C.2.12 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements. A tenderer may submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. Provided that the tenderer's main tender offer is according to specification and would under normal circumstances be recommended for acceptance, his alternative tender offer may also be considered for the purpose of the award of the contract.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.



	<p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.</p> <p>Alternative tender offer permitted: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
C.2.13.2	The list of Returnable Documents identifies which of the documents a tenderer must complete when submitting a tender offer. The tenderer must submit his tender offer by completing the Returnable Documents, signing the "Offer" section in the "Form of Offer and Acceptance" and delivering the Returnable Documents back to the Department.
C.2.13.5	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are as per Notice and Invitation to Tender T1.1.
C.2.13.6 C.3.5	A two-envelope procedure will not be followed.
C.2.15	The closing time for submission of tender offers is as per Notice and Invitation to Tender T1.1.
C.2.16	The tender offer validity period is as per Notice and Invitation to Tender T1.1.
C2.16.3	Omit the wording of the last sentence for those projects which are subject to CPAP
C.2.18	<p>The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts):</p> <p><input checked="" type="checkbox"/> Together with his tender; or <input type="checkbox"/> Within fourteen (14) calendar days of the date on which he has been requested to do so prior to the award of the contract.</p>
C.2.19	Access shall be provided for inspections, tests and analysis as may be required by the Employer.
C.3.4.1 C.3.4.2	The location for opening of the tender offers, immediately after the closing time thereof shall be at: National Department of Public Works and Infrastructure, 21-23 Market Square, Old Magistrate Building, Kimberley
C.3.8	The words "responsive tender" and "acceptable tender" shall be construed to have the same meaning.
C.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
C.3.9.4	Omit the wording of the first sentence and replace with the following: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
C.3.9.4	Add sub paragraph c) to C.3.9.4, as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tender is to be classified as not acceptable/non responsive and removed from further contention."
C.3.11.1	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
C.3.13	Add the following to sub paragraph a), as follows: The tenderer or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) as a person prohibited from doing business with the public sector;
C.3.17	Provide to the successful tenderer one copy of the signed contract document.

DPW-05: (EC) CONTRACT DATA - (GCC (2010) 2nd EDITION: 2010)

Project title:	<i>Galeshewe: Magistrate Court: Installation and replacement of air conditioners</i>		
Tender no:	<i>KIM 02/2021</i>	Reference no:	<i>19/2/4/2/2/2327/490</i>

	PART 1: DATA PROVIDED BY THE EMPLOYER
	CONDITIONS OF CONTRACT
	The General Conditions of Contract for Construction Works, Second Edition, 2010, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, is applicable to this Contract and is obtainable from www.saice.org.za

CONTRACT SPECIFIC DATA

The following contract specific data, referring to the General Conditions of Contract for Construction Works, Second Edition, 2010, are applicable to this Contract:

CLAUSES	COMPULSORY DATA
1.1.1.8	Amend Clause 1.1.1.8 to include the word "rights" to read as follows: "Contract Data" means the specific data which, together with these General Conditions of Contract, collectively describe the rights, risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.
1.1.1.13	Amend Clause 1.1.1.13 as follows, clarify when the defects liability period starts: "Defects Liability Period" means the period stated in the Contract Data, commencing on the date indicated on the Certificate of Completion or Certificates of Completion in the event of more than one Certificate of Completion is issued for different parts of the Works, during which the Contractor has both the right and the obligation to make good defects in the materials, Plant and workmanship covered by the Contract. Defects liability period is: 12 months.
1.1.1.14 & 5.14.7	The time for achieving Practical Completion of the whole of the works is: 8 months measured from the <u>Commencement Date</u> . The time thus stated includes special non-working days and the year-end break. <i>or, if Practical Completion in portions is required,</i> The times for achieving Practical Completion for the portions as set out in the Scope of Works are <i>mutatis mutandi</i> : For portion 1 within <i>insert description as may be applicable</i> For portion 2 within <i>insert description as may be applicable</i> For portion 3 within <i>insert description as may be applicable</i> For portion 4 within <i>insert description as may be applicable</i> <i>(followed by further portions as required)</i> The time for achieving Practical Completion of the whole of the Works is: <i>insert total contract period here, measured from the Commencement Date. The time thus stated includes special non-working days</i>



	and the year-end break.
1.1.1.15	The name of the Employer is: The Government of the Republic of South Africa in its Department of Public Works.
1.1.1.16	The name of the Engineer is: <i>Insert the legal name of the Engineer</i>
1.1.1.26	The Pricing Strategy is a: Re-measurement Contract.
1.1.1.31	Not applicable to this Contract.
1.1.1.35	Insert the definition of "Value of Works" as Clause 1.1.1.35: "Value of Works" means the value of the Works certified by the Engineer as having been satisfactorily executed and shall include the value of the works done, the value of the materials and/or plant and Contract Price Adjustments.
1.2.1.2	Employer's address: Physical Address: <i>Private Bag X5002 Kimberley 8301</i> Postal Address: <i>21-23 Market Square, Old Magistrate Building Kimberley 8301</i> Facsimile: <i>insert fax no</i> Telephone: <i>053 838 5347</i>
	Engineer's address: Physical Address: <i>insert physical address insert town insert code</i> Postal Address: <i>insert postal address insert town insert postal code</i> Facsimile: <i>insert fax no</i> Telephone: <i>insert tel no</i>
1.3.4	Not applicable to this Contract.
1.3.5	Replace Clause 1.3.5 with the following provisions: (a) The Employer will become the owner of the information, documents, advice, recommendation and reports collected, furnished and/or compiled by the Contractor during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer on request, but



	<p>in any event on the termination and/or cancellation of this Contract for whatever reason. The Contractor relinquishes its retention or any other rights thereon to which it may be entitled.</p> <p>(b) The copyright of all documents, recommendations and reports compiled by the Contractor during the course of and for the purposes of finalizing the Works will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of information or payment to the Contractor.</p> <p>(c) The copyright of all electronic aids, software programmes etc. prepared or developed in terms of the Contract shall vest in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Contractor.</p> <p>(d) In case of the Contractor providing documents, electronic aids, software programs or like material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not vest in the Employer. The Contractor shall be required to indicate to which documents, electronic aids, software programs or like material this provision applies.</p> <p>(e) The Contractor hereby indemnifies the Employer against any action, claim, damages or legal cost that may be instituted against the Employer on the grounds of an alleged infringement of any copyright, patents or any other intellectual property right in connection with the Works outlined in this Contract.</p> <p>(f) All information, documents, recommendations, programs and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.</p>
<p>3.1.3</p>	<p>1. The Engineer's authority to act and/or to execute functions or duties or to issue instructions are expressly excluded in respect of the following:</p> <p>(a) Appointment of nominated Sub-contractors – clause 4.4.3;</p> <p>(b) Granting of an extension of time and/or ruling on claims associated with claims for extension of time – clauses 5.12.3, 10.1.5;</p> <p>(c) Acceleration of the rate of progress and determination of the cost for payment of such acceleration – clause 5.12.4;</p> <p>(d) Rulings on claims and disputes – clauses 10.1.5, 10.2.3 and 10.3.3;</p> <p>(e) Suspension of the Works – clause 5.11.1;</p> <p>(f) Final Payment Certificate – clause 6.10.9;</p> <p>(g) Issuing of <i>mora</i> notices to the Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1;</p> <p>(h) Cancellation of the contract between the Employer and Contractor – clauses 9.1.1, 9.1.2.1 and 9.2.1.</p>
	<p>2. In order to be legally binding and have legal bearing and consequence, any ruling in respect of the above matters (a) to (h) must be on an official document, signed and issued by the Employer to the Contractor.</p> <p>3. The Contractor must submit claims, demands, notices, notifications, updated particulars and reports in writing, as well as any other supporting documentation pertaining thereto, in respect of any of the above listed matters (a) to (h), to the Engineer within the time periods and in the format(s) as determined in the relevant clauses of the Conditions of Contract. Failing to deliver such to the Engineer timeous and in the correct format will invalidate any claim and the consequences of such</p>



	<p>failure will <i>mutatis mutandis</i> be as stated in clause 10.1.4.</p> <p>4. Clauses 6.10.9 and 10.1.5 shall be amended as follows to indicate the limitation on the Engineer's authority in respect thereof:</p> <p>Clause 6.10.9 – Amend to read as follows:</p> <p>Within 14 days of the date of final approval as stated in the Final Approval Certificate, the Contractor shall deliver to the Engineer a final statement claiming final settlement of all moneys due to him (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11, and not yet resolved). The Employer shall within 14 days issue to the Contractor a Final Payment Certificate the amount of which shall be paid to the Contractor within 28 days of the date of such certificate, after which no further payments shall be due to the Contractor (save in respect of matters in dispute, in terms of Clauses 10.3 to 10.11 and not yet resolved).</p> <p>Clause 10.1.5 – Amend to read as follows:</p> <p>Unless otherwise provided in the Contract, the Employer shall, within 28 days after the Contractor has delivered his claim in terms of Clause 10.1.1 as read with Clause 10.1.2, deliver to the Contractor his written and adequately reasoned ruling on the claim (referring specifically to this Clause). The amount thereof, if any, allowed by the Employer shall be included to the credit of the Contractor in the next payment certificate.</p> <p>5. Insert the following under 3.1.3:</p> <p>Provided that, notwithstanding any provisions to the contrary in the Contract, the Employer shall have the right to reverse and, should it deem it necessary, to amend any certificate, instruction, decision or valuation of the Engineer and to issue a new one, and such certificate instruction, decisions or valuations shall for the purposes of the Contract be deemed to be issued by the Engineer, provided that the Contractor shall be remunerated in the normal manner for work executed in good faith in terms of an instruction issued by the Engineer and which has subsequently been rescinded.</p>
3.2.2.1	<p>Amend Clause 3.2.2.1 to insert the word "Plant" to read as follows:</p> <p>Observe the execution of the Works, examine and test material, Plant and workmanship, and receive from the Contractor such information as he shall reasonably require.</p>
3.2.3.2	<p>Amend Clause 3.2.3.2 to insert the word "Plant" to reads as follows:</p> <p>Notwithstanding any authority assigned to him in terms of Clauses 3.2.2 and 3.2.4, failure by the Engineer's Representative to disapprove of any work, workmanship, Plant or materials shall not prejudice the power of the Engineer thereafter to disapprove thereof and exercise any of his powers in terms of the Contract in respect of thereof.</p>
4.8.2.1	<p>Amend Clause 4.8.2.1 to include the word "person", as follows:</p> <p>Makes available to the Employer, or to any such contractor, person or authority, any roads or ways for the maintenance of which the Contractor is responsible, or</p>
4.8.2.2	<p>Amend Clause 4.8.2.2 to include "Employer" and "contractors", as follows:</p> <p>Provides any other facility or service of whatsoever nature to the Employer or to any of the said contractors, persons or authorities,</p>
5.3.1	<p>The documentation required before commencement with Works execution are:</p> <p>Health and Safety Plan (Refer to Clause 4.3) Initial programme (Refer to Clause 5.6) Security (Refer to Clause 6.2) Insurance (Refer to Clause 8.6)</p>



	<p><i>insert other requirements</i> <i>insert other requirements</i> <i>insert other requirements</i></p>
5.3.2	The time to submit the documentation required before commencement with Works execution is: 21 days .
5.4.2	<p>The access to, and possession of, the Site referred to in Clause 5.4.1 shall be enter "exclusive" or "not exclusive" to the Contractor. In the event of access to, and possession of, the Site is not exclusive to the Contractor, the following limitations apply:</p> <p><i>Insert an exposition of limitation.</i></p>
5.8.1	<p>The non-working days are: Saturdays and Sundays</p> <p>The special non-working days are:</p> <p>(1) Public Holidays;</p> <p>(2) The year-end break commencing on 16 December until the Sunday preceding the first working Monday of January of the succeeding year.</p>
5.9.1	<p>Amend Clause 5.9.1 as follows:</p> <p>On the Commencement Date, the Engineer shall deliver to the Contractor three (3) copies, at no cost to the Contractor, of the drawings and any instructions required for the commencement of the Works. The cost of any additional copies of such drawings and/or instructions, as may be required by the Contractor, will be for the account of the Contractor.</p>
5.13.1	<p>The penalty for failing to complete the Works is: R460.00 per day</p> <p><i>or, if completion in portions is required,</i></p> <p>The penalty for failing to complete portion 1 of the Works is: <i>Rinsert penalty amount per day.</i></p> <p>The penalty for failing to complete portion 2 of the Works is: <i>Rinsert penalty amount per day.</i></p> <p>The penalty for failing to complete portion 3 of the Works is: <i>Rinsert penalty amount per day.</i></p> <p>The penalty for failing to complete portion 4 of the Works is: <i>Rinsert penalty amount per day.</i></p> <p><i>Followed by further portions as required.</i></p> <p>The penalty for failing to complete the whole of the works is: <i>Rinsert penalty amount per day.</i></p>
5.14.1	<p>Amend the second paragraph of Clause 5.14.1 as follows:</p> <p>When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Engineer shall, within 14 days after receiving such request, issue to the Contractor a written list setting out the work to be completed to justify Practical Completion. Should the Engineer not issue such a list within the 14 days, the Contractor shall notify the Employer accordingly. Should the Employer not issue such a list within 7 days of receipt of such notice, Practical Completion shall be deemed to have been achieved on the 14th day after the contractor requested the Certificate of Practical Completion.</p>
5.16.1	Amend Clause 5.16.1 to delete the proviso in the third paragraph of this clause.
5.16.2	<p>Amend Clause 5.16.2 as follows:</p> <p>No certificate other than the Final Approval Certificate referred to in Clause 5.16.1 shall be deemed to</p>

	constitute approval of the Works or shall be taken as an admission of the due performance of the Contract or any part thereof, nor of the accuracy of any claim made by the Contractor, nor shall any other certificate exclude or prejudice any of the powers of the Engineer and/or the Employer.
5.16.3	The latent defect period for all works is: 5 years .
6.2.1	The type of security for the due performance of the Contract, as selected by the Contractor in the Contract Data, must be delivered to the Employer.
6.2.3	Amend Clause 6.2.3 as follows: If the Contractor has selected a performance guarantee as security, he shall ensure that it remains valid and enforceable as required in terms of the Contract.
6.5.1.2.3	The percentage allowance to cover overhead charges is: 33%, except on material cost where the percentage allowance is 10%.
6.8.2	Contract Price Adjustment (CPA) will be applicable: "No" . If CPA is indicated as "Yes" above the value of payment certificates is to be adjusted by a Contract Price Adjustment Factor: The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule with the following values: The value of "x" is 0.15. The values of the coefficients are: a = 0.25. (Labour) b = 0.3 (Contractor's equipment) c = 0.3 (Material) d = 0.15 (Fuel) The values of the coefficients for "Repair and Maintenance Project" (RAMP) contracts are: a = 0.35 (Labour) b = 0.20 (Contractor's equipment) c = 0.35 (Material) d = 0.10 (Fuel) The urban area nearest the Site is insert name of urban area . (Select urban area from Statistical News Release, P0141, Table 7.1.) The applicable industry for the Producer Price Index for materials is insert name of industry . (Select the applicable industry from Statistical News Release, P01421, Table 11.) The area for the Producer Price Index for fuel is insert name of area . (Select the area from Statistical News Release, P01421, Table 12.) The base month is insert month 20insert year . (The month prior to the closing of the tender.)
6.8.3	Price adjustments for variations in the costs of special materials are not allowed.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is: 85 % .
6.10.3	The limit of retention money is dependent on the security to be provided by the Contractor in terms of Clause 6.2.1.



6.10.5	<p>Replace Clause 6.10.5 with the following:</p> <p><u>In respect of contracts up to R2 million and in respect of contracts above R2 million where the Contractor elects a security by means of a 10% retention, 50% of the retention shall be released to the Contractor when the Engineer issues the Certificate of Completion in terms of clause 5.14.4. The remaining 50% of the retention shall be released in accordance with the provisions of the conditions of contract and will become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or fixed guarantee of 5% of the Contract Sum (excl. VAT) and a 5% retention of the Value of the Works (excl. VAT), the cash deposit or fixed guarantee, whichever is applicable, shall be refunded to the Contractor or return to the guarantor, respectively, when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The 5% retention of the Value of the Works (excl. VAT) shall become due and payable when the Contractor becomes entitled, in terms of Clause 5.16.1, to receive the Final Approval Certificate.</u></p> <p><u>In respect of contracts above R2 million, where the Contractor elects a security by means of a cash deposit or a variable guarantee of 10% of the Contract Sum (excl. VAT), the cash deposit or the variable guarantee, whichever is applicable, will be reduced to 5% of the Value of the Works (excl. VAT) when the Engineer issues the Certificate of Completion in terms of Clause 5.14.4. The balance of the cash deposit shall become due and payable or the variable guarantee shall expire when the Contractor becomes entitled in terms of Clause 5.16.1 to receive the Final Approval Certificate.</u></p>
7.9.1	<p>Insert the following at the end of Clause 7.9.1:</p> <p>Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other previous or subsequent contract between the Contractor and the Employer.</p>
8.2.2.1	<p>Insert the following as a second paragraph to Clause 8.2.2.1:</p> <p>The Contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, failing which the Employer may cause same to be done and recover the reasonable costs associated therewith from the Contractor.</p>
8.4.3	<p>Insert a new Clause 8.4.3 as follows:</p> <p>The Contractor shall on receiving a written instruction from the Engineer immediately proceed at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the Works.</p>
8.6.1.1.1	<p>Amend Clause 8.6.1.1.1 to read as follows: Contract Sum plus 10%.</p>
8.6.1.1.2	<p>The value of Plant and materials supplied by the Employer to be included in the insurance sum is: Nil</p>
8.6.1.1.3	<p>The amount to cover professional fees for repairing damage and loss to be included in the insurance sum is: Nil</p>
8.6.1.3	<p>Amend Clause 8.6.1.3 to delete reference to limit of indemnity, to read as follows:</p> <p>Liability insurance that covers the Contractor against liability for the death of, or injury to any person, or loss of, or damage to any property (other than property while it is insured in terms of Clause 8.6.1.1) arising from or in the course of the fulfillment of the Contract, from the Commencement Date to the date of the end of the Defects Liability Period, if there is one, or otherwise to the issue of the Certificate of Completion.</p>



8.6.1.5	<p>1. Public liability insurance to be effect by the Contractor to a minimum value of:</p> <p><input type="checkbox"/> R5 million</p> <p>or</p> <p><input type="checkbox"/> R insert amount in figures (and in words)</p> <p>With a deductible not exceeding 5% of each and every claim.</p> <p>2. Support insurance is to be effected by the Contractor to a minimum value of:</p> <p>R insert amount in figures (and in words)</p> <p>With a deductible not exceeding 5% of each and every claim.</p>
8.6.5	<p>Amend Clause 8.6.5 as follows:</p> <p>Save as otherwise provided in the Contract Data, the insurances referred to in Clause 8.6.1 shall be effected with an insurance company registered in the Republic of South Africa. The Contractor shall submit the insurance policy to the Employer for approval, if so requested.</p>
8.6.7	<p>Amend Clause 8.6.7 as follows:</p> <p>If the Contractor fails to effect and keep in force any of the insurances referred to in Clause 8.6.1, the Employer may cancel the Contract in terms of Clause 9.2.</p>
8.6.8	<p>Insert a new Clause 8.6.8 in provide for high risk insurance for projects executed on areas classified as "High Risk Areas".</p> <p>HIGH RISK INSURANCE</p> <p>In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:</p> <p>(1) Damage to the Works</p> <p>The Contractor shall, from the date of Commencement of the Works until the date of the Certificate of Completion, bear the full risk of and hereby indemnifies and holds harmless the Employer against any damage to and/or destruction of the Works consequent upon a catastrophic ground movement as mentioned above. The Contractor shall take such precautions and security measures and other steps for the protection of the Works as he may deem necessary.</p> <p>When so instructed to do so by the Engineer, the Contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the Works and to rebuild, restore, replace and/or repair the Works, at the Contractor's own costs.</p> <p>(2) Injury to Persons or Loss of or damage to Properties</p> <p>The Contractor shall be liable for and hereby indemnifies and holds harmless the Employer against any liability, loss, claim or proceeding arising during the Contract Period whether arising in common law or by Statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.</p> <p>The Contractor shall be liable for and hereby indemnifies the Employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the Site, whether belonging to or under the control of the Employer or any other body or person whomsoever arising out of or caused by a catastrophic ground</p>



	<p>movement, as mentioned above, which occurred during the Contract Period.</p> <p>(3) It is the responsibility of the Contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in Clauses 8.6.8(1) and 8.6.8 (2) above. Without limiting his obligations in terms of the Contract, the Contractor shall, within 21 days of the Commencement Date and before Commencement of the Works, submit to the Employer proof of such insurance policy, if requested to do so.</p> <p>(4) The Employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the Contractor's default of his obligations as set out in Clauses 8.6.8 (1), 8.6.8 (2) and 8.6.8 (3). Provided that, should the Contractor on demand not pay the amount of such costs to the Employer, such amount may be determined and deducted by the Employer from any amount due to or that may become due to the Contractor under this or any other existing or subsequent contract between the Contractor and the Employer.</p>
9.1.4	<p>Amend Clause 9.1.4 as follows:</p> <p>In the circumstances referred to in Clauses 9.1.1, 9.1.2 or 9.1.3 (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents), and whether or not the Contract is terminated under the provisions of this Clause, the Contractor shall be entitled to payment of any increased cost of or incidental to the execution of the Works which is specifically attributable to, or consequent upon the circumstances defined in Clauses 9.1.1, 9.1.2 or 9.1.3;</p>
9.1.5	<p>Amend Clause 9.1.5 as follows:</p> <p>If the Contract is terminated on any account in terms of this Clause (provided that the circumstances in 9.1.3 is not due to the fault of the Contractor, his employees, contractors or agents) , the Contractor shall be paid by the Employer (insofar as such amounts or items have not already been covered by payments on account made to the Contractor) for all measured work executed prior to the date of termination, the amount (without retention), payable in terms of the Contract and, in addition:</p>
9.1.6	<p>This Clause is not applicable to this Contract.</p>
9.2.1.3.8	<p>Insert a new Clause 9.2.1.3.8 as follows:</p> <p>Has failed to effect and keep in force any of the insurances referred to in Clause 8.6.1,</p>
9.2.4	<p>Insert a new Clause 9.2.4 as follows, to provide for unilateral termination by the Employer:</p> <p>The Employer shall be entitled at any time to unilaterally terminate or cancel this Contract or any part thereof. Save for the following, the Contractor shall not be entitled to claim any other amounts whatsoever in respect of such termination or cancellation of this Contract. The Employer shall be obliged to pay the Contractor as damages and/or loss of profit the lesser of:</p> <p>9.2.4.1 An amount not exceeding 10% of the Contract Sum;</p> <p>9.2.4.2 10% of the value of incomplete work; or</p> <p>9.2.4.3 The Contractor's actual damage or loss as determined by the Employer after receipt of evidence substantiating any such damage or loss.</p>
9.3.2.2	<p>Amend Clause 9.3.2.2 as follows to delete the proviso on lien:</p> <p>The ownership of Plant and unused materials brought onto the Site by the Contractor, and for which the Employer has not made any payment, shall revert to the Contractor and he shall, with all reasonable dispatch, remove from the Site such Plant, materials and all Construction Equipment and Temporary Works.</p>
9.3.3	<p>Insert the following at the end of Clause 9.3.3</p>



	After cancellation of the Contract by the Contractor, the Contractor, when requested by the Employer to do so, shall not be entitled to refuse to withdraw from the Works on the grounds of any lien or a right of retention or on the grounds of any other right whatsoever.
10.1.3.1	Amend Clause 10.1.3.1 as follows to insert the word "Plant": All facts and circumstances relating to the claims shall be investigated as and when they occur or arise. For this purpose, the Contractor shall deliver to the Engineer, records in a form approved by the Engineer, of all the facts and circumstances which the Contractor considers relevant and wishes to rely upon in support of his claims, including details of all Construction Equipment, labour, Plant and materials relevant to each claim. Such records shall be submitted promptly after the occurrence of the event giving rise to the claim.
10.1.6	Insert a new Clause 10.1.6 as follows: If the Employer fails to give his ruling within the period referred to in Clause 10.1.5 he shall be deemed to have given a ruling dismissing the claim.
10.2.1	Amend Clause 10.2.1 as follows: In respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer shall have the right to deliver a written dissatisfaction claim to the Engineer. This written claim shall be supported by particulars and substantiated.
10.2.2	Amend Clause 10.2.2 as follows: If, in respect of any matter arising out of or in connection with the Contract, which is not required to be dealt with in terms of Clause 10.1 or which does not require the decision or ruling of the Employer, the Contractor or the Employer fails to submit a claim within 28 days after the cause of dissatisfaction, he shall have no further right to raise any dissatisfaction on such matter.
10.3.2	Amend Clause 10.3.2 as follows to replace "adjudication" with "court": If either party shall have given notice in compliance with Clause 10.3.1, the dispute shall be referred to court proceedings in terms of Clause 10.8, unless amicable settlement is contemplated.
10.3.3	Replace "Engineer" with "Employer".
10.4.2	Amend Clause 10.4.2 as follows to provide for submission to court: If the other party rejects the invitation to amicable settlement in writing or does not respond in writing to the invitation with 14 days, or amicable settlement is unsuccessful, either party may submit the dispute to court.
10.4.4	Amend Clause 10.4.4 to delete reference to "adjudication" and "arbitration" to read as follows: Save for reference to any portion of any settlement or decision which has been agreed to be final and binding on the parties, no reference shall be made by or on behalf of either party in any subsequent court proceedings, to any outcome of an amicable settlement, or to the fact that any particular evidence was given, or to any submission, statement or admission made in the course of the amicable settlement.
10.5 10.6 & 10.7	The entire provisions of these Clauses are not applicable to this Contract.
10.10.3	Amend Clause 10.10.3 as follows to reword and remove reference to "arbitrator": The court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Engineer and Employer and neither party shall be limited in such proceedings before such court to the evidence or arguments put before the Engineer or Employer for the purpose of



obtaining his ruling.

PART 2: DATA PROVIDED BY THE CONTRACTOR	
1.1.1.9	The name of the Contractor is: <i>Insert legal name of Contractor</i>
1.2.1.2	<p>The address of the Contractor is:</p> <p>Physical Address: <i>insert physical address</i> <i>insert town</i> <i>insert code</i></p> <p>Postal Address: <i>insert postal address</i> <i>insert town</i> <i>insert postal code</i></p> <p>Facsimile: <i>insert fax no</i></p> <p>Telephone: <i>insert tel no</i></p>
6.2.1	<p>The security to be provided by the Contractor shall be one of the following:</p> <p>(a) Cash deposit of 10 % of the Contact Sum (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(b) Variable performance guarantee of 10 % of the Contract Sum (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(c) Retention of 10 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(d) Cash deposit of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>(e) Performance guarantee of 5 % of the Contract Sum (excl. VAT) plus retention of 5 % of the value of the Works (excl. VAT) <input type="checkbox"/> YES or <input type="checkbox"/> NO</p> <p>NB: Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 53 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.</p>

DPW-07 (EC): FORM OF OFFER AND ACCEPTANCE

Project title:	Galeshewe: Magistrate Court: Installation and replacement of air conditioners		
Tender no:	KIM 02/2021	Reference no:	19/2/4/2/2/2327/490

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:
Galeshewe: Magistrate Court: Installation and replacement of air conditioners

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tenderer offers to perform all of the obligations and 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 TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS :

Rand (in words):	
Rand in figures:	R

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

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

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

<p>Company or Close Corporation:</p> <p>.....</p> <p>.....</p> <p>And: Whose Registration Number is:</p> <p>.....</p> <p>And: Whose Income Tax Reference Number is:</p> <p>.....</p> <p>CSD supplier number:.....</p>	OR	<p>Natural Person or Partnership:</p> <p>.....</p> <p>.....</p> <p>Whose Identity Number(s) is/are:</p> <p>.....</p> <p>Whose Income Tax Reference Number is/are:</p> <p>.....</p> <p>CSD supplier number:.....</p>
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AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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Tender no: *KIM 02/2021*

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

- The official documents
- The official alternative
- Own alternative (only if documentation makes provision therefore) ..
- (N.B.:
Separate

SECURITY OFFERED:

- (a) the Tenderer accepts that in respect of contracts up to R1 million, a payment reduction** of 5% of the contact value (excluding VAT) will be applicable and will be deducted by the Employer in terms of the applicable conditions of contract
- (b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
- (1) cash deposit of 10 % of the Contract Sum (excluding VAT) Yes No
 - (2) variable construction guarantee of 10 % of the Contract Sum (excluding VAT) Yes No
select
 - (3) payment reduction of 10% of the value certified in the payment certificate (excluding VAT) Yes No
 - (4) cash deposit of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No
 - (5) fixed construction guarantee of 5% of the Contract Sum (excluding VAT) and a payment reduction of 5% of the value certified in the payment certificate (excluding VAT) Yes No
select

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

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No
 Postal address
 Banker Branch.....
 Registration No of Tenderer at Department of Labour
 CIDB Registration Number:

Tender no: *KIM 02/2021*

ACCEPTANCE

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

The terms of the contract are contained in:

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

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

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

The Tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the Employer's agent (whose details are given in the contract data) to arrange the delivery of any 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five (5) working days of the date of such receipt notifies the employer in writing of any reason why he/she cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"

Tender no: KIM 02/2021

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

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

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

**Any reference to the words "payment reduction" herein shall be construed to have the same meaning as the word "retention"
For Internal & External Use

DPW-09 (EC): PARTICULARS OF TENDERER'S PROJECTS

Particulars of tenderer's projects: DPW-09 (EC)

Project title:	Galeshewe: Magistrate Court: Installation and replacement of air conditioners	
Tender / quotation no:	KM 02/2021	Closing date:
Advertising date:	dd/mm/yyyy 05/03/2021	Validity period:
		56 days

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature
	Date

DPW-10.2 (EC): VARIABLE CONSTRUCTION GUARANTEE – (GCC (2010) 2nd EDITION: 2010)

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

To: **Department of Public Works and Infrastructure**
 Private Bag X5002
Kimberley
8300

Sir,

VARIABLE CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2nd EDITION 2010

1. With reference to the contract between _____
 _____ (hereinafter referred to as the “**contractor**”) and the Government of the Republic of South Africa in its Department of Public Works (hereinafter referred to as the “**employer**”), Contract/Tender No: _____, for the **Galeshewe: Magistrate Court: Installation and replacement of air conditioners** (hereinafter referred to as the “**contract**”) for the sum of R _____, (**insert amount in words**.....), (hereinafter referred to as the “**contract sum**”).

I / We, _____
 in my/our capacity as _____ and hereby
 representing _____ (hereinafter referred to as the “**guarantor**”) advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, (**insert amount in words**.....) being 10% of the **contract sum** (excluding VAT), for the due fulfilment of the **contract**.

2. I / We advise that the **guarantor's** liability in terms of this guarantee shall be as follows:
- (a) From and including the date on which this guarantee is issued and up to and including the day before the date on which the last **certificate of completion** of works is issued, the **guarantor** will be liable in terms of this guarantee to the maximum amount of 10% of the **contract sum** (excluding VAT);
 - (b) The **guarantor's** liability shall reduce to 5 % of the **value of the works** (excluding VAT) as determined at the date of the last **certificate of completion** of works, subject to such amount not exceeding 10% of the **contract sum** (excluding VAT);
 - (c) This guarantee shall expire on the date of the last **final approval certificate**.
3. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis*; and *de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
- (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**; or
 - (b) the **contractor's** estate is sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.

4. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
5. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
6. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the foregoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.
7. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
8. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 5 above, or
 - (b) shall lapse in accordance with clause 2 (c) above.
9. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 200__

AS WITNESS

1. _____
2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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



C. This GUARANTEE must be returned to: _____

DPW-10.4 (EC): FIXED CONSTRUCTION GUARANTEE - (GCC (2010) 2nd EDITION: 2010)

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

To: **Department of Public Works and Infrastructure**
 Private Bag **IX5002**
Kimberley
8300

Sir,

FIXED CONSTRUCTION GUARANTEE FOR THE EXECUTION OF A CONTRACT IN TERMS OF GCC (2010) 2ND EDITION 2010

1. With reference to the contract between _____
 _____ (hereinafter referred to as the "**contractor**") and the Government of the Republic of South Africa in its Department of Public Works (hereinafter referred to as the "**employer**"), Contract/Tender No: _____, for the **Galeshewe: Magistrate Court: Installation and replacement of air conditioners** (hereinafter referred to as the "**contract**"), for the sum of R _____, (**insert amount in words**.....), (hereinafter referred to as the "**contract sum**").

I / We, _____
 in my/our capacity as _____ and hereby
 representing _____ (hereinafter referred to as the "**guarantor**") advise that the **guarantor** holds at the **employer's** disposal the sum of R _____, (**insert amount in words**.....) being 5% of the **contract sum** (excluding VAT), for the due fulfillment of the **contract**.

2. The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia; non causa debiti; excussionis et divisionis; and de duobus vel pluribus reis debendi* which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof I/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed on receipt of a written demand from the **employer** to do so, stating that (in the **employer's** opinion and sole discretion):
 - (a) the **contractor** has failed or neglected to comply with the terms and/or conditions of the **contract**; or
 - (b) the **contractor's** estate is sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.
3. Subject to the above, but without in any way detracting from the **employer's** rights to adopt any of the procedures provided for in the **contract**, the said demand can be made by the **employer** at any stage prior to the expiry of this guarantee.
4. The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last **final approval certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
5. The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the



aforegoing, any compromise, extension of the construction period, indulgence, release or variation of the **contractor's** obligation shall not affect the validity of this guarantee.

- 6. The **guarantor** reserves the right to withdraw from this guarantee at any time by depositing the guaranteed amount with the **employer**, whereupon the **guarantor's** liability ceases.
- 7. This guarantee is neither negotiable nor transferable, and
 - (a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - (b) shall lapse on the date of the last **certificate of completion** of works.
- 8. This guarantee shall not be interpreted as extending the **guarantor's** liability to anything more than the payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20_____.

AS WITNESS

- 1. _____
- 2. _____

By and on behalf of

(insert the name and physical address of the guarantor)

NAME: _____

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

DATE: _____

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



DPW-15 (EC): Schedule of Proposed Subcontractor
DPW-15 (EC): SCHEDULE OF PROPOSED SUBCONTRACTORS

Project title:	<i>Galeshewe: Magistrate Court: Installation and replacement of air conditioners</i>		
Tender no:	<i>KIM 02/2021</i>	Reference no:	<i>19/2/4/2/2/2327/490</i>

We notify you that it is our intention to employ the following Subcontractors for work in this contract.
We confirm that all subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

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

Name of representative	Signature	Capacity	Date

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



DPW-22 (EC): PARTICULARS OF ELECTRICAL CONTRACTOR

Project title:	<i>Galeshewe: Magistrate Court: Installation and replacement of air conditioners</i>		
Tender no:	<i>KM 02/2021</i>	Reference no:	<i>19/2/4/2/2/2327/490</i>

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

Name of Tenderer	Signature	Date

PG-01.1 (EC) SCOPE OF WORKS – (GCC (2010) 2nd EDITION: 2010)

Project title:	Galeshewe: Magistrate Court: Installation and replacement of air conditioners		
Tender no:	K1M 02/2021	Reference no:	19/2/4/2/2/2327/490

C3. Scope of Works

CONTENTS

C3.1 STANDARD SPECIFICATIONS

C3.2 PROJECT SPECIFICATIONS

A: GENERAL

PS-1 PROJECT DESCRIPTION

Barkley West: Magistrate Court: Installation and replacement of air conditioners

PS-2 DESCRIPTION OF SITE AND ACCESS

Barkley West Magistrate Court consist of Court Rooms and Offices. The Department or Client may require the contractor to have his personnel or certain number of them for security screening.

PS-3 DETAILS OF CONTRACT

8 Months contract period for installation and replacement of air conditioners.

PS-4 CONSTRUCTION AND MANAGEMENT REQUIREMENTS

The contractor shall use competent trained staff directly employed to this project.

PS-5 CONSTRUCTION PROGRAMME

Contractor to provide programme schedule for installation and replacement of air conditioner and also provide services schedule as required on the BOQ.

PS-6 SITE FACILITIES AVAILABLE

Electricity (Client)

Water (Client)

Ablution (Client)

PS-7 SITE FACILITIES REQUIRED

Not applicable

PS-8 REQUIREMENTS FOR ACCOMMODATION OF TRAFFIC

Not applicable

PS-9 OCCUPATIONAL HEALTH AND SAFETY

Yes

PS-10 ADVERSE WEATHER CONDITIONS

Not applicable

NOTE: This is an example only. Compiler / Designer to provide the applicable contents.

B: AMENDMENTS TO THE STANDARD SPECIFICATIONS

None

C3.3 PARTICULAR SPECIFICATIONS

List particular specifications



Tender no: KIM 02/2021

C3.1 STANDARD SPECIFICATIONS:

The standard specifications on which this contract is based are the **South African Bureau of Standards Standardized Specifications for Civil Engineering Construction SABS 1200**. *(Note to compiler. "SABS" has been changed to "SANS"; the SABS 1200 specifications are due to be replaced in the foreseeable future by SANS 2100)*

Although not bound in nor issued with this Document, the following Sections of the Standardized Specifications of SABS 1200 shall form part of this Contract:

A - 1986 - GENERAL / D – (etc, to be provide by compiler)



Tender no: KIM 02/2021

C3.2 PROJECT SPECIFICATIONS:

Status

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications.

In the event of any discrepancy between a part or parts of the Standardised of Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

A GENERAL

PS-1 PROJECT DESCRIPTION:

Barkley West: Magistrate Court: Installation and replacement of air conditioners

1 Tender no: KIM 02/2021

B: AMENDMENTS TO THE STANDARD SPECIFICATIONS:

None



Tender no: *KIM 02/2021*

C3.3 PARTICULAR SPECIFICATIONS:

Insert particular specifications

PG-02.1 (EC) PRICING INSTRUCTIONS – (GCC (2010) 2nd EDITION: 2010)

Project title:	<i>Galeshewe: Magistrate Court: Installation and replacement of air conditioners</i>		
Tender no:	<i>KIM 02/2021</i>	Reference no:	<i>19/2/4/2/2/2327/490</i>

C2.1 Pricing Instructions

1. GENERAL

The Bill of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Documents, which include the Conditions of Tender, Conditions of Contract, the Specifications (including the Standard, Project and Particular Specifications) and the Drawings.

2. DESCRIPTION OF ITEMS IN THE SCHEDULE

The Bill of Quantities has been drawn up generally in accordance with Civil Engineering Quantities 1990 issued by the SA Institution of Civil Engineers.

The short descriptions of the items in the Bill of Quantities are for identification purposes only and the measurement and payment clause of the Standardized Specifications and the Particular Specifications, read together with the relevant clauses of the Project Specification and directives on the drawings, set out what ancillary or associated work and activities are included in the rates for the operations specified.

3. QUANTITIES REFLECTED IN THE SCHEDULE

The quantities given in the Bill of Quantities are estimates only, and subject to remeasuring during the execution of the work. The Contractor shall obtain the Engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements for it.

The Works as finally completed in accordance with the Contract shall be measured and paid for as specified in the Bill of Quantities and in accordance with the General and Special Conditions of Contract, the Standard, Project and Particular Specifications and the Drawings. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance has been made for waste.

The validity of the contract will in no way be affected by differences between the quantities in the Bill of Quantities and the quantities finally certified for payment.

4. PROVISIONAL SUMS

Where Provisional sums or Prime Cost sums are provided for items in the Bill of Quantities, payment for the work done under such items will be made in accordance with Clause 6.6 of the General Conditions of Contract 2010. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the "Amount" column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Unauthorized changes made by the Tenderer to provisional items in the Bill of Quantities, or to the provisional percentages and sums in the Summary of the Bill of Quantities will lead to the disqualification of the Tenderer.

5. PRICING OF THE BILL OF QUANTITIES

The prices and rates to be inserted by the Tenderer in the Bill of Quantities shall be the full inclusive prices to be paid by the Employer for the work described under the several items, and shall include full compensation for all costs and expenses that may be required in and for the completion and maintenance during the defects liability period of all the work described and as shown on the drawings as well as all overheads, profits, incidentals and the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Tender is based.

Tender no: *KIM 02/2021*

Each item shall be priced and extended to the "Total" column by the Tenderer, with the exception of the items for which only rates are required, or items which already have Prime Cost or Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract.

The Tenderer shall fill in rates for all items where the words "rate only" appear in the "Total" column. "Rate Only" items have been included where:

- (a) an alternative item or material is contemplated;
- (b) variations of specified components in the make-up of a pay item may be expected; and
- (c) no work under the item is foreseen at tender stage but the possibility that such work may be required is not excluded.

For "Rate Only" items no quantities are given in the "Quantity" column but the quoted rate shall apply in the event of work under this item being required. The Tenderer shall however note that in terms of the Tender Data the Tenderer may be asked to reconsider any such rates which the Employer may regard as unbalanced.

All rates and amounts quoted in the Bill of Quantities shall be in rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

The Tenderer shall be deemed to have inspected and examined the Site and its surroundings and information available in connection therewith and to have satisfied himself before submitting his tender (as far as is practicable) as to:

- (a) the form and nature of the Site and its surroundings, including subsurface conditions,
- (b) the hydrological and climatic conditions,
- (c) the extent and nature of work and materials necessary for the execution and completion of the Works,
- (d) the means of access to the Site and the accommodation he may require

and, in general, shall be deemed to have obtained all information (as far as is practicable) as to risks, contingencies and all other circumstances which may influence or affect his Tender.

6. CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry, and the alteration must be initialled by the Tenderer.

7. ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities as a result of faulty multiplication or addition, will be corrected by the Engineer at the tender evaluation stage, as set out in the Tender Data.

Tender no: *KIM 02/2021*

8. UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Non-standard abbreviations which may appear in the Bill of Quantities are as follows:

No.	=	Number
%	=	Percent
Sum	=	Lump sum
PCsum	=	Prime cost sum
Prov sum	=	Provisional sum
m ³ .km	=	Cubic metre - kilometre
Km-pas	=	kilometre - pass
m ² .pass	=	square metre – pass



Tender no: KIM 02/2021

C2.1 Bill of Quantities

Insert Bill of Quantities

PG-03.1 (EC) SITE INFORMATION – (GCC (2010) 2nd EDITION: 2010)

Project title:	<i>Galeshewe: Magistrate Court: Installation and replacement of air conditioners</i>		
Tender no:	<i>KIM 02/2021</i>	Reference no:	<i>19/2/4/2/2/2327/490</i>

C4 Site Information

- 1. Site inspection meetings will be arranged on site handover or during the course of the project*
- 2. The offices are occupied everyday during the week and coordination of the work between the contractor and user will be necessary*

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Galeshewe: Magistrate Court: Installation and replacement of air conditioners		
Bid no:	KM 02/2021	Reference no:	19/2/4/2/2/2327/490

INTRODUCTION

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

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

Certification of Independent Bid Determination: PA-29

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

Certification of Independent Bid Determination: PA-29

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No

Certification of Independent Bid Determination: PA-29

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

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.

sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

Name of Bidder	Signature	Date	Position



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**OCCUPATIONAL HEALTH AND SAFETY
SAFETY, HEALTH AND ENVIRONMENTAL
SPECIFICATION**

FOR

**INSTALLATION AND REPLACEMENT OF AIR
CONDITIONERS**

AT

GALESHEWE MAGISTRATE COURT

MANAGED BY

**THE DEPARTMENT OF
PUBLIC WORKS AND INFRASTRUCTURE**

Project Manager: Lerato Sebopetja

OHS Manager: Wendy Mbolekwa

1. INTRODUCTION

This Health and Safety Specification has been prepared in terms of Client's responsibility [Construction Regulation 5(1)] to provide the principal Contractor and Contractors with a documented Specification of all Health and Safety requirements pertaining to the associated works on the proposed construction site/so as to ensure the health and Safety of all persons affected by the works. This health and Safety specification highlights, but in no way replaces legal requirements that the principal Contractor and Contractors are bound to comply with in terms of the Department of Public Works program.

- The client has made provisions in the tender for the Principal Contractor to price for the cost of health and safety measures before and during the construction process [Construction Regulation 5(1)(g)]. The Principal Contractor in turn needs to make the same provision when Contractors (Sub-Contractors) tender or quote on work [7(c)(1)].
- The principal Contractor and Contractors are required to prepare a Health and Safety plan based on the Client's health and Safety Specification, which shall be applicable from the date of commencement of and for the duration of work [Construction Regulation 7(1)(a)]. This documented plan must be based on a Hazard Identification and Risk assessment (HIRA) which will serve to identify the hazards, and their associated risks, anticipated for the scope of works [Construction regulation 9].

Principal Contractor tendering must provide the client with an appropriate Preliminary Hand Safety Plan (including a Preliminary Hazard Identification and Risk Assessment) as in Construction Regulation 5(1). This plan must be submitted with the tender.

2. APPLICATION

The Health and Safety specification contains clauses that are applicable to occupational health and safety in construction and the document is intended to impose pro-active controls associated with the activities, plant machinery and other aspects of the proposed construction work that impact on health and safety of persons, by means of a documented H&S Plan prepared by Principal Contractors.

Compliance to the requirements of the OHS act and relevant legislation is in addition to the requirements of the H&S Specification and forms parts of the Principal Contractor's responsibility. The Client and Client's agents will monitor the Principal Contractor to ensure that the Principal Contractor and Contractors comply with the requirement of OHS Act and will not prescribe to the Principal Contractor how such compliance is to be achieved.

3. PURPOSE

The purpose of the Health and Safety Specification is to provide the Principal Contractor and Contractor's tendering for the proposed construction work and /or appointed for the above mentioned construction work with the necessary detail of all health and safety requirements, and hazards pertaining to the associated scope or works, so as to enable the principal Contractor and Contractors to develop a Health and Safety Plan-to be implemented on site in order to ensure the health and safety of all persons while undertaking the said works.

4. REFERENCE DOCUMENTS AND HEALTH AND SAFETY STATUTORY REQUIREMENTS

The following Acts and Regulations are referred to in this document followed by their abbreviations in brackets. Note that this is not an exhaustive list and other documents may be referred to if necessary in order to compile your **Site Specific Health and Safety plan**:

4.1 Occupational Health and Safety Act,(Act No.85 of 1993)-[OHSA] and Regulations as follows:

- Construction Regulations[CR]
- General Administrative Regulations[GAR]
- General Safety Regulations[GSR]
- Environmental Regulations for Workplaces[ERW]
- General machinery Regulations [GMR]
- Hazardous Chemical Substances Regulations[HCSR]
- Electrical Installations Regulations[EIR]
- Electrical Machinery Regulations[EMR]
- Pressure Equipment Regulation [PER]

4.2 Compensation for occupational Injury and Diseases Act-[COIDA]

4.3 South African National Standards, SANS 10147:2014

4.4 Act, Regulations and site safety rules applicable to Department of Public works Construction Sites.

With regards to workplace health and safety, the following Acts, Regulations and safety rules shall apply to all Department of Public works Construction Site and must be fully complied with at all times by all contractors on site:

- Occupational Health and Safety Act(85 of 1993) and Regulations
- Compensation for Occupational Injuries and Diseases Act and Regulations
- This Health and Safety Specification
- Any other relevant statutory laws, including Municipal By-laws where applicable
- As well as any amendments that may arise from time to time;
- As well as any draft amendments to legislation-it is good practice to comply

4.5 Contractor's General Requirements for Health and Safety

4.5.1 The contractor shall be solely responsible for carrying out the work under the contract.

4.5.2 The contractor shall have the highest regards for health and safety of its employees, the Company and any persons at or in the vicinity of the site. This regard shall extend to include the works, temporary work materials, the property of third parties and any purpose relating to the contractor carrying out its obligations under the Contract.

4.5.3 The contractor shall initiate and maintain safety programmes to conform to all applicable safety and health laws or other requirements, including ground rules, and the project health and safety specification.

- 4.5.4 The contractor shall, at its own cost, erect and maintain safeguards for the protection of workers and public.
- 4.5.5 The contractor shall manage all reasonably foreseeable hazards created by performance of the work under the contract.
- 4.5.6 Provide all things and take all measures necessary for maintaining proper personal hygiene, ensuring safety of persons and property and protecting the environment at or near the site.
- 4.5.7 Avoid unnecessary interference with the passage of people and property at or near the site.
- 4.5.8 Prevent nuisance and excessive noises and unreasonable disturbances in performing the work under Contract.
- 4.5.9 Be responsible for the adequacy, stability and safety of all of its site operations, of all its methods of design, construction and work and be responsible for all of the work, irrespective of any acceptance, recommendation or consent by the Client, its Contractors, employees, agents and invitees, or any Government body.
- 4.5.10 The contractor shall comply, and shall be responsible for ensuring that all of its subcontractors comply, with the relevant statutory regulations for safety and the Client's requirements included in the contract.

4.6 Site Rules for Contractor

The site rule for contractors' document is the minimum standard with regard to specifications for construction work on this site. Contractors may have existing standards for each specific trade, but where conflict may arise between the contractor's and these Site rule for contractors, the more stringent shall apply.

4.6.1 Rules of Conduct

Contractors and all employees under their control, including any visitors brought onto site must adhere to the following Rules of Conduct on Site:

- Partake of ,possess or sell drugs or alcoholic beverages on site. Any employee or visitor whose actions and demeanour show symptoms of possible narcosis or drunkenness shall be removed from site.
- Indulge in practical jokes, horseplay, fighting or gambling.
- Make use of water from fire hydrants.
- Destroy or tamper with safety devices, symbolic signs or wilfully and unnecessarily discharge fire extinguisher.
- Bring onto site or have in your possession a firearm, lethal weapon ,camera, or any other recording device, unless authorised to do so
- Assault, intimidate or abuse any other person
- Operate construction equipment (vehicle or plant) without the necessary training and authorisation.
- Display insubordination toward any supervisor, foreman or manager in respect to carrying out of properly issued instructions or orders for health and safety reasons.
- Negligently, carelessly or wilfully cause damage to property of others.
- Refuse to give evidence or deliberately make false statements during investigations.

- Enter into any areas where you have no business unless authorised to do so by the person in charge.
- Brig animals onto site.

Insubordination towards any foreman, supervisor or manager could lead to removal from site and or dismissal and or prosecution. Except insofar as the principles of common law, or conditions as determined by any relevant statutes are concerned, the decision of the Client or his agent shall be final and binding in respect of any disputes that may arise from the interpretation of these rules.

5 Definitions

The following definitions apply.

For the purpose of the General Health and Safety Specification, the abbreviations or definitions given hereunder shall apply:

“CR” refers to the Construction Regulations, 2014

“GHSS” refers to this document (the General Health and Safety Specification (including any project specific annexures that the engineers and designers could attach.

“OHS” refers to the Occupational Health and Safety.

“S” refers to a section in Occupational Health and Safety Act of 1993.

“H&S” refers to Health and Safety.

“Client” Department of Public Works

Incident; means any unplanned event that causes, or has the potential to cause, an injury or illness and/or damage to equipment, buildings, plant or the natural environment. Incident range from near miss incidents to serious incidents and emergencies.

“Near Miss” means an incident which has the potential to cause an injury or illness or damage to company.

“Regulations” means, specifically, the Construction Regulations, 2003 as issued on 18 July 2003, under the Occupational Health and Safety Act of 1993, but not excluding the other applicable regulations existing under the Act.

“Site” means the lands and other places, made available by the Municipality or the Client for the purposes of the Contract, on under over in or through which the construction work is to be executed or carried out.

“Principal Contractor” and contractor shall be as defined in the Regulations.

Construction Work [CR1]:

Means any work in connection with-

- a) The erection, maintenance, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure.
- b) The installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling.

- c) The construction, maintenance, demolition or dismantling of any bridge, dam canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) The moving of earth, clearing of land or making of an excavation or work on any similar type of work.

Hazard, Identification, Risk assessment and risk control (HIRA)

Means a documented plan, which identifies hazards assesses the risk and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during construction or operation phases.

Site

Means the area in possession of the Contractor for the construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Contractor, and approved for such use by the client.

Hazards

Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

Risk

Means the probability or likelihood that a hazard can result in injury or damage.

Construction Supervisor [CR 8(1)]

Means a full time, competent employee appointed in writing by the Contractor to supervise construction work. The appointment, as required by OHSA, shall stipulate health and safety responsibilities, area of responsibility and the proposed duration of the project.

Hazardous Chemical Substance (HCS)

Means any toxic, harmful, corrosive, and irritant or asphyxiate substance, or mixture or substance for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed but which creates a hazard to health.

Construction Plant

Encompasses all type of plant including but not limiting to, cranes, piling frames, boring machines, excavators, dewatering equipment and road vehicles with or without lifting equipment

Contractor [CR 1]

Means an employer who performs construction work and includes principal contractors and sub-contractor.

Health & Safety Plan (HSP) [CR 1]

Means a documented plan, which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified

The plan shall be applied from the date of commencement of and for the duration of construction work [CR 5(1)]

Health and Safety File (HSF) [CR1]

The file holding all documentation and records on health and safety for the project, which shall be available at all times for evaluation, and copy of which will be forwarded to the client upon completion of the project.

Disabling Injury Frequency Rate (DIFR)

The number of disabling injuries multiplied by a constant (man hours relative to period worked divided by total man hours worked over a rolling period (usually 12 months, but can be less).

Disabling Injury Severity Rate (DISR)

The number of days lost due to (DI's) multiplied by a constant (man hours relative to period worked) divided by total man hours worked over a rolling period (usually 12 months, but can be less).

Confined Space

An enclosed, restricted or limited space in which, because of its construction, location or contents, or any work carried on therein, a hazardous substance may accumulate or an oxygen deficient atmosphere may occur, and includes any chamber, tunnel, pipe, pit, sewer, container, valve, machinery or object in which a dangerous liquids or dangerous concentration of gas, vapour, dust or fumes may be present.

6. Responsibility of Contractors for Construction Work [CR 4, 7, 8]

6.1 Notification of Intention to Commence Construction Work [CR 4]

The principal contractor shall notify the Provincial Director of the Department of labour before any work commences, in accordance with the following requirements:

- The demolition of a structure exceeding a height of 3 meter; or
- The use of explosives to perform construction work; or
- The dismantling of fixed plant at height greater than 3 meters; or
- The work exceeds 30 days or will involve more than 300 person days of construction work; and
- Includes excavation work deeper than 1 meter; or
- Includes working at height greater than 3 meters above ground or landing.

The notification and submission to the local Department of labour must be done on a form similar to that shown in **Annexure A** of this document and a copy of the completed form kept in the HSF for inspection by inspector, the client or an employees

6.2 Principal Contractor's Responsibilities [CR 7]

6.2.1. Compile a HSP [CR 7]

6.2.2. Ensure co-operation between all contractors [CR 7(c), to comply with the Act]

6.2.3. Ensure compliance to the Act in terms of [CR 5(v)]

- a) Provide relevant sections of these specifications to contractors as required
- b) Appoint each contractor in (a) above in writing. Only contractors who have the necessary competencies and resources may be appointed [CR 7(c) (iii)]
- c) Ensure each contractor's HSP is implemented and maintained on site
- d) Stop any contractor from work which is not in accordance with HSP's or which pose a threat to health and safety of persons
- e) Sufficient information is provided to contractors where there are changes to design and construction
- f) Ensure every contractor is registered an in good standing with the Compensation Commissioner

- g) Ensure potential contractors have made provision for the cost of health and safety measures.
- 6.2.4 Negotiate and approve the HSP of each contractor [CR 7(f)]
- 6.2.5 All HSP's including the principal contractor's to be available on site [CR 7(b)]
- 6.2.6 All HSF's including the principal contractor's to be available on site [CR 7(d)]
- 6.2.7 A consolidated HSF to be handed over to the client on completion of construction including records of drawings, designs etc. [CR 7(e)]
- 6.2.8 HSF to include updated list of all contractors, the agreements and their type of work [CR 7(f)]

6.3 Contractor's Responsibilities [CR 7] (including sub-contractors)

- 6.3.1 Provide their HSP to the principal contractor [CR 7(2)]
- 6.3.2 Where a contractor appoints another contractor (sub-contractor) it is the responsibility of that contractor to apply 4.2 above as if he were the principal contractor [CR 7(3)]
- 6.3.3 No contractor to appoint another contractor (sub-contractor) unless the latter has the necessary competency and resources to perform the required work [CR 7(3)]
- 6.3.4 To provide any information which affects the health and safety of any persons at work to the principal contractor

6.4. Supervision of Construction Work [CR 8]

The appointments embodied in this regulation are as follows:

- 6.4.1 Construction supervisor [CR 8(1)]
- 6.4.2 Assistant Construction Supervisor [CR 8(2)]
- 6.4.3 Safety Officer [CR 8(5)] or Safety Representative OHS Act S17 (1)

The detailed requirements of these appointments can be found under the relevant regulation.

The contractor shall appoint a dedicated competent Safety Officer who will perform his duties at the work Site for the duration of the work under the Contract.

6.5. Legal Appointments

The principal contractor shall ensure copies of the appointment letters of all responsible persons appointed on site will be kept in the HSF. All legal appointments shall be conducted in accordance with the requirements set out in the OHSA and as per this specification. The tables below set out the appointment protocols for CR and OHSA.

NB: It should be noted that these represent complete lists and not all these appointments may be required.

6.5.1

The responsibilities of each appointment are detailed in the relevant form, which are signed by both the authorised person and the appointee and kept in the Health and Safety File. An example of an appointment form for a Construction Supervisor can be found under Annexure B.

7. Documentation and Procedures

All required HSE documentation for the construction work, shall be kept in the HSF, which shall be available on site. The Construction Supervisor shall be responsible for the file and the Project manager shall ensure that documentation is valid and up to date. The procedures to be used for the project are to be in accordance with contractor policy and as per the outcome of the HIRA exercise. It is required that the documentation is filled in an orderly fashion for easy access. The following sections are suggested:

- Policy permits etc.
- Health & safety plans, specifications
- Appointments
- Incidents management
- Inspection check lists
- Risk assessments
- Training
- Safe work Procedure
- Hazardous Chemical Substances

8. Application of COIDA and OHS Act to Construction Work

8.1 Compensation of Occupational Injuries and Diseases Act, Act No.130 of 1993(COIDA)

Every contractor shall provide proof of registration and letter of good standing with the Compensation Commissioner.

8.2 Occupational Health and Safety Policy [OHS Act 7]

Every contractor's OH&S Policy statement should be available for security and as evidence of their commitment to their employees' occupational health and safety

8.3 Health and Safety Training and Competency

Training of personnel is a necessity and a legal requirement when required. A record of all training shall be kept and provided on request.

8.3.1 Induction Training

The principal contractor shall be responsible for the induction of all personnel entering the site including visitors, inspectors etc. Contractors doing specific construction work shall be responsible for the induction of their employees with respect to that specific work. Records to be kept of all personnel that undergo induction training.

8.3.2 Awareness Training

In addition, the client would favour awareness training to be carried out such as weekly Toolbox Talks on relevant topics e.g. wearing PPE, manual lifting, safe use of portable electric tools etc.

8.3.3 Competency and CV's

Where applicable, valid copies of certificates of competency of appointed personnel to be provided and kept in the HSF. Other training requirements such as those identified through the HIRA process, to be completed and proof of that training also kept in the HSF. Where competency is achieved through experience, a brief CV will be required.

8.3.4 Specific OH&S Training

Valid certificates of training from registered service providers preferably accredited by the appropriate SETA are required for First Aiders, H&S Reps, Fire Marshals, Fire Equipment Inspector etc.

8.3.5 Medical Fitness

All work in elevated positions [tower crane operators (CR 20(g)), workers on elevated structures requiring fall protection (CR 8 (2b)), suspended platform workers (CR 15(12a)] and operators of construction vehicles and mobile plant (CR 21(d)) require certificates of physical and psychological fitness.

Valid certificates of training from registered service providers preferably accredited by the appropriate SETA are required for First aiders, H&S reps, Fire Marshals (CR 221 Fire Equipment Inspectors) etc.

8.4 Hazards and Potential Hazardous Situations [OHSA 13]

The principal contractor is responsible to ensure that all contractors and any visitors are warned of any hazardous or potentially hazardous situations, which may affect them on site and shall put any additional measures in place to assist in mitigating the risk of these hazards.

8.5 Health and Safety Reps [OHSA 17 and 18]

The principal contractor shall be responsible to ensure compliance to this section of the OHSA as required and to ensure similar compliance of all contractors. If a rep is not required, the appointed Safety officer will be responsible for these functions.

8.6 Health and safety Committee [OHSA 19 &20]

The principal contractor shall be responsible to ensure compliance to this section of the OHSA as required. If a committee is not convened, health and safety matters will need to be tabled and discussed at site meetings.

8.7 General Record Keeping

The principal contractor shall ensure that all Health and safety records, required by OHSA and Regulation are kept for reference purpose and auditing.

8.7.1 Inspections

The principal Contractor shall keep all records of inspections undertaken during the contract. An assessment will need to be made of what inspections are required and their frequency. The principal contractor is also responsible to ensure compliance to this requirement by all contractors

8.7.2 Audits [CR 5(o) and 5 (p)]

The client's agent shall carry out regular audits on the principal contractor at least once per month. Similarly, principal contractor shall be responsible for carrying out regular audits on their contractors at least once per month. The results shall be tabled for action and discussed at health and Safety Committee meetings or site meetings as appropriate.

8.8 Incident Management and Emergency Plans

The principal contractor shall create and Emergency Plan for the construction site. The plan shall be clearly laid out for all types of emergencies including responsibilities, evacuation routes, siren, emergency no's etc. The plan shall fully explain to all personnel during the induction training. All contractors will become completely familiar with the requirements of the plan and will participate in any evacuation drills that may take place.

8.8.1 First Aid [GSR 3]

The principal contractor shall be responsible to ensure compliance to this regulation as required. In particular, a first aid box with the minimum stock as specified in the regulation will be located at the site office and there will be signage to indicate the location of the box. Attention is drawn to GSR 3(4) for the requirement of trained first aiders. It is also suggested that a trained first aider be made responsible for the box in terms of the following:

- Security-the box should not be left open but it must be accessible in case of emergency(spare key availability)
- Injuries – a record of first aid box injuries treated and the stock issued.
- Stock- regular inspection to maintain stock levels and check expiry dates

In addition, the first aid requirement should be noted for high risk substances or hazardous chemical substances and if these are to be used, then it should be addressed in the HIRA and the need for eye wash facilities assessed.

NOTE: It is strongly recommended and good practice to comply with the Draft Health and Safety Regulation 7

8.8.2 Incidents and Injuries-Investigation and Reporting

The principal Contractor will ensure there is a management system to report and investigate all incidents. All incident including all near miss, first aid box treatment, and all other serious incidents involving any form of disabling injury or fatality are to be reported to the Client and the Clients H&S Agents telephonically immediately. This shall be confirmed in writing as soon as possible after the incident. Failure to comply with these provisions will be considered as serious offence. Recording and Investigation of Near Miss.

Incidents

The principal Contractor shall provide evidence by means of a procedure or chart that he is fully aware of the hierarchy of incidents that can occur e.g. unsafe situations, near miss first aid box injuries, medical cases, disabling injuries etc. He shall keep an incident register of all such incidents, investigate and apply corrective action where required. The client also reserves the right to request incident statistics from the principal contractor such as Di's DIFR and DISR and it is advised that these are maintained.

Injuries

First aid box injuries have been addressed under 8.7.1 above. More serious injuries requiring transport of the injured person to the nearest hospital or doctor or the calling of an ambulance and paramedic personnel will be the responsibility of the principal contractor's appointed personnel such as the Construction Supervisor, First Aider, and Safety Officer. It is advised that all required emergency numbers be on hand and prominently displayed.as all contractors are registered an in

Good Standing with the Compensation Commissioner, it will be the responsibility of the contractor whose employee has been injured; too make the necessary report and claims to the Commissioner.

8.8.3 Accident and Incident Reporting and Investigation [OHS 24, GAR 8, 9(1) & (2)]

Should an incident or accident investigation need to be conducted, a competent person shall be appointed to conduct the said investigation. The procedure to be followed will be in accordance with Annexure 1 of GAR 9-“Recording and Investigation of incidents”. Particular attention is also drawn to OHS 24, reporting of certain incidents to an inspector of the department of labour. The principal contractor shall ensure that the investigations are kept for record purposes and he shall ensure that the outcome of the investigation is communicated to all affected parties as required i.e. the Client, Clients H& S Agent and contractors. The Client reserves the right to participate in all investigations into accidents or incidents and to conduct their own investigation if required.

8.9 Contractors and Suppliers

The client shall enter into an Agreement with Mandatory in terms of Section 37(2) of the OHS Act 85 of 1993, with all appointed principal contractors. Likewise all principal contractors shall enter in to a similar agreement with all contractors, sub-contracted to them for any period of the contract. Please note that if contractors hire any construction vehicle or mobile plant, the companies from which the equipment is hired must provide any maintenance and test certification as required. In addition, if operators are hired with the equipment, proof of competency and medical certification must be provided.

The principal Contractor shall ensure that all contractors are issued with this safety specification where *reasonable*. The principal contractor shall assist and ensure that contractors engaged comply with all of these requirements and adhere to the requirements set out OHS 24. Contractors will be stopped from working in the event of unsafe conditions and activities being observed. All contractors shall be subject to the requirements specified in the HSP and will be issued with a copy of the plan. If the contractor is not able to comply with the requirements set out in the plan, he shall not be appointed as contractor.

8.10 Personal Protective equipment, Intoxication, Signage and Access Control [GSR 2]

8.10.1 Personal Protective Equipment (PPE)[GSR 2]

The principal contractor shall through the Risk Assessment process identify the specific PPE needs per activity. Contractors, as employers, will be responsible for the issue of the required PPE. Should PPE be lost or stolen, then the employee will be issued with new PPE. Should PPE be worn out or damaged, the user shall return the worn or damaged PPE and will be issued with a replacement. Training in the use of this shall be provided. Visitors shall be informed of PPE requirements prior to their visit so that they may enter the site.

8.10.2 Intoxication [GSR 2A]

The principal contractor shall be responsible to ensure that no persons may enter or remain at the construction site if under or apparently under the influence of intoxicating liquor or drugs.

8.10.3 Display of signs [GSR 2B]

The principal contractor should make use of signage to assist in enforcing compliance to any requirement specified in this document or as required by law. Standard symbolic signs are acceptable for conveying these requirements where applicable.

8.10.4 Access control [GSR 2C]

The principal contractor shall be responsible to ensure control of access to all persons entering the construction site. The reason for this is as follows;

- The principal contractor is the employer on the site and all intents and purposes is responsible for section 8 of OHS Act of employees and contractors and section 9 for any other person on site such as visitors and inspectors
- All persons entering the site must undergo induction training to inform them of the hazards present on site. This includes contractors, visitors, inspectors etc.
- The construction supervisor will be aware of who is on site and their function
- The construction supervisor will be able to control tasks that may impact on other work being carried out on the site by a permit to work system.
- The number of people and their purpose on the site must be known in case of emergency and evacuation
- Security reasons

8.11 Ladders [GSR 13A]

The following requirements shall be complied with regarding Ladders and Ladder Works:

- A competent person shall be identified and appointed as ladder inspector
- Where aluminium ladders cannot be used, then wooden ladders shall be straight grained, unpainted to allow for proper inspection of the grain for cracking
- Ladders shall be secured at the top and choked at the base to prevent slipping.
- Where choking of the base is not possible, then the user shall ensure that the ladder is held in position by another employee when ascending the ladder.
- Ladders shall be inspected a minimum once per month by the person appointed as the ladder inspector.
- Proper storage shall be provided for all ladders when not in use.

8.12 Pressure Equipment Regulations, 2009(Gas Bottles) [PER 2009]

If gas bottle sets (Oxy-Acetylene for heating, cutting, welding) are used, these regulations, as required, shall be adhered to. Regular inspection of the sets shall be carried out. In particular;

- Only trained personnel shall operate such equipment.
- The construction Supervisor shall ensure operation of the equipment is in accordance with the HIRA requirements and Safe working Procedure (SWP) and /or method statement.
- All users shall undergo regular awareness training (toolbox) to ensure compliance.
- The Construction supervisor shall ensure the required PPE is used.

8.13 Portable Electric Tools [EMR 9]

This regulation shall be complied with as a minimum requirement. Regular inspections of all Portable Electric Tools such as drill, angle grinder's etc. shall be carried out. In particular:

- Only trained personnel shall operate such equipment.

- The Construction Supervisor shall ensure operation of the equipment is in accordance with the HIRA requirements and Safe working Procedure (SWP).
- All users shall undergo regular awareness training (toolbox talks) to ensure compliance.
- The Construction Supervisor shall ensure the required PPE is used.

8.14 Permit to work [including hot work]

The principal contractor shall be responsible to ensure that:

- All work being carried out on site has been approved through the necessary project control system.
- Permit require from third parties such as vetting for security clearance
- A permit system is operational so that work consisting of many tasks related to the construction on site, can be carried out without endangering the health and safety of personnel on site, neighbours and the public surrounding the site and or causing damage to property.
- In particular, attention is drawn to GSR 9, which details the requirements for welding, flame cutting, soldering and similar operations.

8.15 Environmental Rules

The contractor shall give effect to maintain all safeguards and standards and take such measures as may be necessary for the protection of the environment.

8.15.1 Clearing

The contractor shall comply with the following conditions and requirements for clearing:

- Follow the Occupational health and Safety Act, the Environmental Regulations for workplaces and Project EMP.
- Areas to be cleared will have boundaries clearly marked by tape, pegs or other means and will conform to limits on design drawings.
- No clearing is to occur without a written permit from the Engineer.
- Clearing will not commence until drainage control works are in place.
- Cleared vegetation should be windrowed along the contour to assist with erosion control.
- Any area which is not to be disturbed under requirements of the Cultural Heritage management Plan will be clearly identified.
- Vegetation clearance will be restricted to that necessary for the works.
- The Engineer is to be notified immediately if contaminated soil is discovered.
- Traffic shall be confined to maintained tracks and roads.
- Particular care shall be taken to minimise disturbance to the bed and banks of watercourses.

8.15.2 Noise and Vibration

The contractor shall ensure that each of its mobile and fixed plant and that of its subcontractor' are fitted with appropriate noise suppression equipment to ensure that noise levels from such plant are contained within the relevant limits prescribed by relevant industrial safety and environmental legislation, regulations and site standards. If there is a noise problem with electrical power generating equipment, compressors, or other facilities under the control of the contractor, additional noise suppression shall be erected by the Contractor at the Contractor's cost around the offending unit(s). Any deviation from the above listed practices is to be rectified at the Contractor's cost.

8.15.3 Transport, Storage and Handling of Hazardous Substances and Dangerous Goods

The contractor shall comply with the following conditions and requirements for storing and handling hazardous and dangerous goods:

- Comply with HCS Regulations 14. The storage and handling of flammable and combustible liquids.
- Provide a list of hazardous substances and corresponding MSDS prior to bringing substances on Site.
- Substances register to be held at each storage facility.
- Corrosive materials to be stored and handled in accordance with HCS Regulation 14.
- Fuels, oils and substances in containers of 200 litres or more shall be stored in a bunded area with capacity of at least 110% of largest container/tank.
- Fuel, oils and substances in less than 200 litre drums shall be stored as above or in a fenced and roofed compound.
- All fuels, oils and substances must be clearly labelled.
- Transfer of bulk fuel and handling of hazardous substances shall be conducted only by appropriately trained personnel
- Spill clean-up kits including absorbent materials shall be kept at each storage facility.

8.15.4 Erosion and Oil Traps

The Contractor shall comply with the following conditions and requirement for erosion, sedimentation, silt and oil traps:

- Land disturbance will be restricted to that necessary for the works.
- Topsoil will be salvaged for use in rehabilitation
- Storm water from upstream catchments will be diverted away from construction areas.
- Drains will be protected to prevent scouring if necessary.
- Sediment traps, silts fences or hay bales will be installed to control sediment where necessary and where directed by Engineer.
- Sediment traps will be cleaned periodically.

8.15.5 Dust Prevention

The contractor shall comply with the following conditions and requirements for air quality and dust:

- Dust generated by construction activities will be suppressed by water spraying, to levels that are safe for Site personnel.
- Speed limits on unsealed roads will be limited to a maximum speed consistent with the minimisation of dust generation.
- Earthworks Supervisors must pay particular attention to the management of topsoil stripping such that dust does not become a safety hazard or severe nuisance.
- All dust complaints will be investigated promptly and appropriate action initiated to reduce nuisance.

8.15.6 Waste Management

- The contractor shall provide suitable rubbish receptacles at the Site and shall ensure that all litter is collected in them and properly disposed of off Site in accordance with the requirements of the relevant statutory requirements
- The contractor shall ensure proper collection and off-site disposal of all industrial wastes in accordance with relevant statutory requirements.

- The contractor shall apply the principles of Waste Minimisation by reducing the amount of waste generated on Site by their operations and activities as much as possible. The contractor shall provide for cycling of glass, metals, plastics and papers.

8.15.7 Weed management

The contractor shall comply with the following conditions and requirements for weed management:

- Contractors shall ensure that all machinery, equipment and vehicles are washed down at a wash facility before the Site and again when leaving the site.
- Plants and soil shall not be removed from Site without authorisation.
- Soil or other material shall not be brought onto Site if it has originated from an area known to contain environmental weeds or declared weeds under the Rural land Protection act 1995.
- Areas disturbed or rehabilitated as part of a Contract will be inspected upon completion of the works. The Contractor shall eradicate any declared weeds found.
- Seeds used in rehabilitation shall be free of declared weeds
- Control measures (including use of herbicides) must be consistent with manufacture's recommendations, safe practice and recommendations in the Department of natural Resources Pest Fact series.
- Include information on the importance of weed control inductions.

Any deviation from the above listed practices is to be rectified at Contractor's cost

8.15.8 Found Object

All fossils, coins, articles, minerals of commercial value and objects of antiquity and structures and other remains and things of archaeological interest discovered at the Project site shall be deemed to be the absolute property of the Company. The Contractor shall take reasonable precautions to prevent the Contractor's employees, subcontractors and the employees of subcontractors and any other persons from removing and damaging any such article and thing and shall immediately upon discovery thereof acquaint the Engineer of such discovery and carry out, at the expense of the company and at the engineer's direction, the protection and or disposal of same,.

8.16 Monitoring, Audit and Review

- The Client's Agent/DPW Safety Manager shall have the right to conduct audits/inspections of the Contractor's operations, equipment and procedures at any time, and the Contractor shall fully co-operate with the client's agent during such audits/inspections.
- The client's agent rights under this clause shall not relieve the contractor of its obligations to conduct audits and reviews of its own safety and health performance.
- Where such Client's Agent/DPW Safety Manager audits reveal deficiency in the Contractor's procedure equipment, training, drills, etc. the contractor shall rectify such deficiencies as soon as practicable, and provide to the Client's agent a status report on all outstanding corrective actions. Where such deficiencies include an unsafe practice or breach of the Statutory or the Contract's requirements, the Client's Agents/DPW Safety Manager may in accordance with the general Conditions of Contract suspend the work associated with the unsafe practice or breach until the deficiency is rectified.

8.17 Penalties and Fines

Any contractor employees who is found not adhering to the ESH specification, Site Ground Rules, ESH Plan or any other statutory requirement, or who is observed committing unsafe acts or contributing to unsafe conditions will be issued with a Non-Conformance Report and the relevant Contract will be issued a fine according to the scale of fines nominated below.

Contractor employees will also be reprimanded as per the relevant company HR procedures:

- First transgression constitutes a **verbal warning**.
- Second transgression constitutes a **written warning**.
- Third transgression constitutes a **full disciplinary hearing** according to the company' HR procedures
- Any life-threatening unsafe act or unsafe condition must be treated as a Gross Neglect of Company Environmental, safety and Health Rules and Procedures and Disciplinary hearing shall be conducted to determine the root cause of the incident and the appropriate action which must be taken to prevent the similar unsafe situation from occurring in the future.

Copies of Non-Conformance Reports (NCR) and disciplinary hearings must be kept on record on the OHS File.

8.17.1 Offences and Penalties

All offences and penalties will be dealt according to CR (33)

9 Applications of the Construction Regulations [CR]

[Please note; this is the complete list. Item 9.1 is compulsory and the rest are applicable if relevant to the work being carried out]

9.1 Hazard Identification, Risk assessment and Risk Control (HIRA) [CR 9]

The contractor shall prior to the commencement of any construction work perform a HIRA exercise which will form part of the HSP and file for the project. A copy of HIRA shall be made available for viewing to the client's OHS agent and shall be kept in the Health and Safety File.

NB: The contractor shall ensure that the outcome of all HIRA exercises will be conveyed to all relevant employees with respect to the hazards and the related control measures before any work commences.

Below is the list of activities, which may be considered for HIRA if the activity is to be carried out on site. The list is not exhaustive but gives examples of activities for a construction site:

- Site security and access.
- Traffic management-restrictions etc.
- Activities that affect adjacent sites.
- Lifting operations such as offloading and moving equipment.
- Lifting equipment such as offloading and moving equipment
- Stacking, storage of equipment and materials, and good housekeeping.
- Use of hand tools
- Use of portable electric equipment(power tools)
- Use and storage of flammable and hazardous chemicals such as paint, adhesives, solvents, thinners, cement etc.

- Scaffolding.
- Painting.
- Welding.
- Electric installations.
- Mechanical installation.
- Waste management including removal of hazardous waste.
- Environmental restraints such as boundary noise and dust.
- Temporary site accommodation.
- General hazards to site personnel such as cleaning noise and dust.

The control of several of these risks may be specified in the OHSA or the CR but this does not mean that the HIRA exercise does not have to be carried out.

9.6 Construction vehicle and mobile plant [CR 23]

It will be the responsibility of each contractor on site to ensure compliance of their construction vehicles and mobile plant to these regulations.

This includes vehicles to be used for transporting personnel to and from site, which will be subject to relevant requirements such as licensing and roadworthiness checks. In addition the following will apply:

- Safe transport for personnel working on the project to and from the workplace, which shall include proper seating, side restraints and cover.
- Road safety principles shall be adhered to on and off site.

If a mobile crane or other mobile plant is hired, only approved hire companies shall be contracted to provide such equipment. The Construction Supervisor shall ensure compliance of the provider to these regulations. In particular attention is drawn to the competence and fitness of the operator [section 1(d)] and the inspection of the equipment [section 1(j)].

9.7 Electrical Works [CR 24], including [EIR] and [EMR]

The requirement of these regulations shall be met as required by the appointed electrical contractor. Competent person will be appointed for inspection and control of all temporary electrical installations as per CR 24(d) and (e) respectively.

The person /Contractor who does electrical installation work as an electrical contractor shall be registered as an electrical contractor in terms of electrical Installations Regulations.

9.8 Use and storage of flammable liquids [CR 25], and hazardous chemical substances [HCSR]

All the requirements of CR 16 shall be met.

In terms of HCSR, contractors shall ensure that all hazardous chemicals brought to site have Material Safety Data Sheet (MSDS) and the users are made aware of the important sections of the MSDS such as:

- Hazards
- First aid measures
- Fire fighting measures
- Accidental release measure

- Handling storage
- Exposure control especially PPE
- Disposal

First aider shall be made aware of the MSDS and how to treat HCS incidents appropriately. Copies of MSDS's will be available on site and in the HSF.

9.9 Housekeeping [CR 27] including [ERW (6)]

All contractors shall ensure that housekeeping standards as per these regulations shall be maintained at all times.

9.10 Stacking and Storage of Materials [CR 28] including [GSR (8)]

All contractors shall ensure that materials are only stored in defined and allocated storage areas and that materials being stored are stacked in accordance with sound stacking principle as per these regulations.

9.11 Fire precautions [CR 29]

All contractors on site will comply fully with the requirements of this regulation. In particular, the principal contractor will be responsible for the evacuation plan (section (l) the details of which will be imparted to contractors, visitors etc. through the site induction.

9.12 Construction employee welfare facilities [CR 30]

The principal contractor shall be responsible for implementing this regulation and shall ensure that adequate facilities are provided for the personnel on site in terms of the following:

- Change room facilities
- Adequate toilets
- Hand wash facilities
- Drinkable water

No food preparation shall be conducted on site. Eating and drinking will only be permitted in the designated eating areas, which must be provided with adequate seating. Waste bins shall be strategically placed and cleared regularly.

10. Site Specific and Design Risks

[Please note; this is not a complete or exhaustive list. The principal contractor is expected to assess all risks to which his employees may be exposed during the construction process, as well as the hazards identified and listed below].

10.1 Hazard Identification and Risk Assessment Methodology

Once on site, every contractor shall perform task risk assessment, using the baseline risk assessment as a guide.

The Risk assessment should be reviewed once on site and thereafter after any incident, change in design or every one-year period, whichever occurs first. Additional hazards highlighted or change in the risk factor should have a separate risk assessment carried out and filed.

The risk assessment is based on the combination of the CONSEQUENCE and PROBABILITY associated with each hazards.

10.1.1 Definitions

Term	Meaning
HAZARDS	Anything that can cause harm
RISK	The chance, great or small, that someone will be harmed by hazard
CONSEQUENCE	The possible outcome of an incident/ accident, e.g. broken leg, explosion.
PROBABILITY	The possibility of the accident/incident occurring

10.1.2 Risk Assessment

The following evaluation must be used to determine risk:

Probability X Consequence= RISK

Risk Matrix

Calculating the risk

1. Take the consequences rating(1-5) and select the correct column 2. Take the likelihood rating(A-E) and select the correct row 3. Select the risk rating where the two ratings cross on the matrix below. VH=Very, High=High, M= Medium, L=Low							
		CONSEQUENCES					
Likelihood	1	1	2	3	4	5	
	A	M			VH	VH	
	B	M	M			VH	
	C	L	M			VH	
	D	L	L	M	M		
	E	L	L	M	M		

10.2 Site Specific risks

The following site-specific risks have been identified for this project. These must be catered for in the contractor’s health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment.

10.2.1 Traffic-restrictions, existing system, site traffic

Traffic accommodation must be arranged with the principal agent.

10.2.2 Site security and access-this is controlled by principal contractor.

10.3 Design risks

The following design risks have been identified by the designer for this project. These must be catered for in the contractor's health and safety plan (that which is applicable to their scope of work), and included in the site-specific risk assessment.

10.3.1 Electrical

10.3.2 Mechanical.

10.3.3 Civil Work

11. Compliance to COVID Directives

The contractor should comply with Directives of Dept. of Health and Dept. of Labour and Employment.

11.1 Induction wrt COVID-19 is mandatory.

11.2 Specific COVID-19 PPE is mandatory.

GALESHEWE MAGISTRATE COURT

AIR CONDITIONING

SUPPLEMENTARY TECHNICAL SPECIFICATION

50. GENERAL

This specification is for: -

(1) SECTION C

The supply, delivery, and installation of: -

Thirty Four (34) split type and console air conditioners and Four (4) central units.

This specification is to be read as forming part of the **Department of Public Works and Infrastructure** Standard Specification for Air Conditioning and Ventilation Installation Issue XII, 1998.

The clauses referred to herein be the clauses of the Standard Specification. Relevant clauses not specifically mentioned herein shall also apply. Where reference is made in this specification and any drawings and documents mentioned therein to the Factories, Machinery, and Building Work Act of 1941 it must be deemed to be replaced by the Health and Occupational Safety Act 85 of 1993.

The General Conditions of Contract 'GCC 2010', and the Department's Standard Conditions in respect of the Supply, Delivery, and Installation of Electrical and Mechanical Equipment, Plant and Materials, Form PW379 and the Standard Specification for the Electrical Equipment and Installation for Mechanical Services, Issue VIII, December 1984 shall also apply to this Contract.

Where reference is made in the Specification and any drawings and documents to Director General for "Public Works and Land Affairs" and the "Department of Public Works and Land Affairs" or Director-General: "Community Development" and "Department of Community Development" they will be deemed to have been replaced by Director-General: "Department of Public Works and Infrastructure" respectively.

Where conditions are at variance, PW379 shall have preference over General Conditions of Contract 'GCC 2010' and furthermore this supplementary specification shall have preference over both PW379 and Conditions of Contract 'GCC 2010', and also over the Standard Specification and drawings. Copies of the Standard Specifications PW 379 is obtainable from the Director-General: Public Works, Private Bag

X65, PRETORIA, 0001.

51. COMPLETION DATE:

The Building is existing.

The time for completion of the work in this Contract is concurrent with the building work and will be calculated from the date of the letter of acceptance of the tender and shall include all statutory and building industry holidays.

(See Clause 5 of General Conditions of Contract).

52. INSPECTION OF SITE:

Tenderers are advised to visit the site with a Representative of the Department to acquaint themselves with the nature and extent of the work involved before submitting their tenders.

Arrangements for visiting the site should be made by telephoning Mr Lerato Sebopetja Telephone 053 838 5347/082 806 0387

(See Clause 2.1.2 of General Conditions of Contract).

53. DRAWINGS:

(See Clause 2.1.3 of General Conditions of Contract)

54. BUILDERS WORK:

All builders' work such as cutting holes for refrigerant piping and making goods etc. shall be included in the Contract price.

55. PAINTING:

The contractor shall make good any damage to finished walls, floors, and ceilings and existing equipment caused by his staff.

The cable trunking and condensing unit support brackets shall be painted. The Representative of the Department will determine the colour.

(See Clause 4.1.1 & 4.1.2 of General Conditions of Contract).

56. MAINTENANCE:

(See Clause 2 of PW327).

57. CONTRACT PRICE ADJUSTMENT AND VALUE ADDED TAX:

No contract price adjustments of any kind whatsoever, except for variations in the rate of value added tax, will be applicable to this Contract. The tenderer will have to allow in his tender price for any possible price fluctuations.

As this is a taxable service in terms of the Value Added Tax Act, Act 89 of 1991, as amended, Value Added Tax is to be included in the tender price. VAT at the prevailing rate will be included in each progress payment certificate after deduction of the amount retained as retention money, if any. Notwithstanding the provisions of clause 6.10.3 of the General Conditions of Contract, retention moneys will be calculated as follows: -

10% of all moneys (excluding VAT) due to the contractor in terms of 6.10.5 hereof until such time as the amount retained equals 5% of the contract sum (excluding VAT).

58. PREFERENCE CERTIFICATE (ATTACHED TO TENDER FORM):

In adjudication of tenders preference will be given to South African materials or items manufactured in the Republic from South African materials which comply with the technical requirements of the specification.

Imported equipment and materials will only be considered where suitable local products are not available at competitive prices. It is a condition of tender that the preference certificate is completed and failure to do so will render the tender liable to disqualification.

59. CLEAR AWAY:

All rubbish arising from the works and all superfluous material not required for fulfilment of this contract, must be carried away.

60. SECURITY:

(See Clause 8 of General Conditions of Contract).

SECTION A

61. SCOPE OF WORK:

This section of the Contract is for the supply, delivery, and installation of; Thirty Four (34) split type and console air conditioners and Four (4) central units in Offices.

Tenderers are advised to visit the site and to satisfy themselves as to the nature and extent of the work to be done and provide in their tender price any items not specifically mentioned which they may deem necessary for the proper completion of the work.

Tenderers are advised that the existing building will be in occupation during the progress of the work and due allowance must be made for work being carried out at such times and in such manner as will least interfere with the routine of the occupants

61.1. AIR CONDITIONERS.

Each unit shall have a minimum cooling capacity (detailed in the Schedule of Particulars) at 27°C dry bulb and 50% relative humidity room conditions and 35°C ambient temperature.

Condensate drains from the indoor units shall be taken to the outside of the building and terminated near ground level. Drain piping shall be neatly run and be securely fixed.

Each indoor unit shall be equipped with electrical heating elements having a capacity of not less than 2000W.

The units shall be standard factory made equipment and shall meet the requirements of SABS 1125 where applicable. Heat pump type units will also be acceptable.

Each indoor unit must have a remote control, complete with an ON/OFF switch, fan speed control switch and thermostat. This remote control must be mounted against the wall next to each unit 1.5 metres from the floor.

The electrical connection between the fan unit and the remote control shall be covered in "EGGA tubing" or similar approved channelling.

All indoor units shall be complete with a two-speed air re-circulation fan, air filter and direct expansion-cooling coil housed in a cabinet with an adjustable air grille. The outdoor condensing units shall be complete with compressor and mullet-row condensing coil.

All indoor units shall be quiet in operation and the mean sound pressure levels generated by each unit shall not exceed the NC35 values when measured at a distance of 2m from the units.

The condensing units shall be mounted on robust angle iron brackets against the walls. The unit must be complete with compressor and air-cooled condenser and be protected against the weather. The Representative of the Department will point out the position of these brackets on site.

61.2. ELECTRICAL EQUIPMENT AND WIRING:

The supply voltage will be 220 volts, single phase, 50 Hz.

Tenders must allow for the complete electrical installation and wiring in accordance with the Standard Specification for the Electrical Equipment and Installation for Mechanical Services, Issue VIII, reprinted December 1984.

Single-phase power points are to be installed on the outside near each condensing unit.

Power cabling and refrigerant tubing between the indoor units and condensing units shall be installed in neat sheet metal trunking with clip-on covers where visible on the outside and in 'Egga Tube' where visible on the inside of the building. The power cable between condensing unit and the blower unit must be of seven- (7) core armoured cable; no cabyre will be acceptable.

61.3. SCHEDULES OF PARTICULARS AND INFORMATION:

All schedules which accompany this tender notice, form an integral part of it and shall be duly complete in every detail; FAILING which, the tender in question may be rendered ineligible for consideration.

Under no circumstances will statements such as:

See attached pamphlets

Refer to catalogue

Data to follow

As given by supplier, etc. be acceptable to the Department

Equipment offered and listed on the schedules shall be capable of performing the specified duties and complying with the Specification requirements in all respects; Should it transpire that such equipment, even when offered by make model and/or type, is unsuitable or incapable of meeting, or performing in accordance with, the Specification requirements in any respect, the Contractor or Sub-contractor shall nevertheless be responsible for any additional costs incurred in providing the required or suitable equipment.

Whenever a specific make, model or type of equipment has been prescribed in the specification and the tenderer offers an alternative, or equal make of

equipment in his tender, the Department will on acceptance of such a tender inform the prospective contractor in writing as to the make, and/or type of equipment accepted. HOWEVER, it should be noted that the words "OR EQUAL" by the tenderer is to be discouraged and could lead to the disqualification of the tender.

62. SCHEDULE OF PARTICULARS:

The following schedule of particulars must be completed in full and the equipment listed must be capable of performing the specified duties and of meeting the requirements of this specification in all respects. If it transpires that such equipment (even if offered by make or model) is incapable of meeting the requirements of the specification in any respect, the contractor shall nevertheless be responsible for any extra cost incurred in providing the required or suitable equipment.

Galeshewe Magistrate Court		
Office :		
ITEM	PARTICULARS REQUIRED	
1	Unit size	72 000 BTU
2	Manufacturer	
3	Country of origin	
4	Model number	
5	Capacity of each unit in kW at specified conditions	
	(a) Cooling	
	(b) Heating	
6	Rated voltage	
7	Power input (kW)	
8	Sound pressure (NC)	
9	Recirculated air quantity (m/s)	
10	Type of fan	
11	Are spares carried in stock? (For minimum of 10 years)	

Galeshewe Magistrate Court

Office :

ITEM	PARTICULARS REQUIRED	24 000 BTU
1	Unit size	
2	Manufacturer	
3	Country of origin	
4	Model number	
5	Capacity of each unit in kW at specified conditions	
	(a) Cooling	
	(b) Heating	
6	Rated voltage	
7	Power input (kW)	
8	Sound pressure (NC)	
9	Recirculated air quantity (m/s)	
10	Type of fan	
11	Are spares carried in stock? (For minimum of 10 years)	

Galeshewe Magistrate Court

Office :

ITEM	PARTICULARS REQUIRED	
1	Unit size	18 000 BTU
2	Manufacturer	
3	Country of origin	
4	Model number	
5	Capacity of each unit in kW at specified conditions	
	(a) Cooling	
	(b) Heating	
6	Rated voltage	
7	Power input (kW)	
8	Sound pressure (NC)	
9	Recirculated air quantity (m/s)	
10	Type of fan	
11	Are spares carried in stock? (For minimum of 10 years)	

Galeshewe Magistrate Court

Office :

ITEM	PARTICULARS REQUIRED	
1	Unit size	12 000 BTU
2	Manufacturer	
3	Country of origin	
4	Model number	
5	Capacity of each unit in kW at specified conditions	
	(a) Cooling	
	(b) Heating	
6	Rated voltage	
7	Power input (kW)	
8	Sound pressure (NC)	
9	Recirculated air quantity (m/s)	
10	Type of fan	
11	Are spares carried in stock? (For minimum of 10 years)	

62 SCHEDULE OF PRICES

Schedule 'A' for Unit Rate prices

ITEM	UNIT SIZE	PRICE PER UNIT	PRICE FOR INSTALLATION PER UNIT
(a)	90 000 BTU	R	R
(b)	72 000 BTU	R	R
(c)	60 000 BTU	R	R
(d)	48 000 BTU	R	R
(e)	36 000 BTU	R	R
(f)	30 000 BTU	R	R
(g)	24 000 BTU	R	R
(h)	18 000 BTU	R	R
(i)	12 000 BTU	R	R
(j)	30 Amp isolator with waterproof box	R	
(k)	7 core armed cable per meter	R	
<p>1. UNIT PRICES REQUIRED FOR VARIATION ORDER PURPOSES</p> <p>2. FOR TENDER PURPOSES, UNIT RATE FOR AC EQUIPMENT TO BE MULTIPLIED BY NUMBER OF UNITS REQUIRED AS INDICATED WITHIN SCHEDULE 'B' TENDER PRICING DATA</p>			

Schedule 'B' Tender pricing data

The following schedule of prices shall be completed by the tenderer and price to be forwarded to form of offer and acceptance.

The following schedule of prices shall be completed by the tenderer.

ITEM	DESCRIPTION	PRICE IN SA CURRENCY DUTY PAID
(a)	<p>Price of all equipment and material (Price to be inclusive of installation)</p> <p>1) 72 000 BTU = 4 x Unit price 'A'</p> <p>2) 24 000 BTU = 8 x Unit price 'A'</p> <p>3) 18 000 BTU = 4 x Unit price 'A'</p> <p>4) 12 000 BTU = 22 x Unit price 'A'</p>	<p>R</p> <p>R</p> <p>R</p> <p>R</p>
(b)	Price for delivery to site	R
(c)	Price for Health and Safety	R
(d)	Hiring of crane	R
(e)	Price for issuing Electrical COC	R
(f)	Price for servicing mechanical equipment (Biannual services for splits units = 2 per 12 month warranty period)	R
(g)	Price for servicing mechanical equipment (Quarterly services for central units = 4 per 12 month warranty period)	R
(h)	Value Added Tax (15%)	R
(i)	Total price to be carried over to DPW 07 (EC)	R

GALESHEWE: MAGISTRATE COURT: INSTALLATION AND REPLACEMENT OF AIR CONDITIONERS		
OFFICES/LOCATION	QUANTITY	SCOPE OF WORKS PER ITEM
Cash Hall (Room D-4)	1	Replacement
Court Room 1 (Room 239)	1	Replacement
Court Room 1 (Room 240)	1	Replacement
Court Room 2 (Room 278)	1	Replacement
Court Room 3 (Room 279)	1	Replacement
Court Center (Room D 220)	1	Replacement
Prosecuter Office (Room D 289)	1	Replacement
Prosecuter Office (Room D 221)	1	Replacement
Prosecuter Office Swithboard (Room D 227)	1	Replacement
State Office (Room D 18)	1	Replacement
Consultation Office (Room D 19)	1	Replacement
Child Clerk (Room D 20)	1	Replacement
Office D 28	1	Replacement
Office (Room D 29)	1	Replacement
Office (Room D 46)	2	Replacement
Maintenance Office (Room D 48)	1	Replacement
Family Court (Room D 47)	1	Replacement
Family Court (Room 54)	2	Replacement
Supervisor Office (Room D)	1	Replacement
Magistrate Office (Room D 60)	1	Replacement
Interpreters Office (Room D 62)	1	Replacement
Security Guard Room No. 1	1	Replacement
Security Guard Room No. 2 and Server Room.	1	Replacement
Assessors Office (Room D 231)	1	Replacement
Magistrate Landross Office (Room D 232) (NI)*	1	Replacement
Consultation Office (Room D 255) (NI)*	1	New installation
Consultation Office (Room D 256) (NI)*	1	New installation
Consultation Office (Room D 257) (NI)*	1	New installation
Consultation Office (Room D 258) (NI)*	1	New installation
Consultation Office (Room D 289) (NI)*	1	Replacement
Office (Room D 246)	1	Replacement
D 223	1	Replacement
Children witness Room	1	Replacement
Play Room	1	Replacement
Witness Preparation room	1	Replacement
prosecutors D223	1	Replacement
Office Manager (D226)	1	Replacement