

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	24 Month Term Contract:Building related services:Western Cape :Area 5		
Reference no:			
Tender no:	CPTYT05/21		
Advertising date:	28/05/2021	Closing date:	18/06/2021
Closing time:	11:00	Validity period:	56 days

It is estimated that tenderers should have a CIDB contractor grading designation of **4GB** or **select tender value rangeselect class of construction works**\* 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 **3 GBPE** or

**3 GBPE\*** 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 checked="" type="checkbox"/>	Submission of (DPW-16 EC): Site inspection Meeting Certificate as proof of attendance of compulsory site inspection meeting. Tender briefing
<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.

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

For Internal & External Use

Effective date: July 2020

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<input checked="" type="checkbox"/>	Submission of (DPW-09EC): Particulars of Tenderer's Projects.
<input type="checkbox"/>	Submission of the PA 40
<input checked="" type="checkbox"/>	<p>Only Bidders registered as B-BBEE Status level 1 and 2 contributors will be considered for this bid, as per the Referential Procurement Regulations 2017. Bidders that do not meet these pre-qualification criteria will be disqualified from further evaluation.</p> <p>Bidders are required to submit original or originally certified proof of B-BBEE Status Level of contributor or sworn affidavit in terms of the codes of good practice. B-BBEE certificate issued by the Department of Trade and Industry(DTi) are accepted.</p> <p>The B-BBEE Status Level Verification Certificates submitted must be issued by the following agencies:          For tenderers other than EMEs (Exempted Micro Enterprises)          (i) Verification agencies accredited by SANAS; or          For tenderers who qualify as EMEs          (i) Sworn affidavit signed by the EME representative and attested by a Commissioner of Oaths. The date the deponent signed and the date on the stamp of the Commissioner of Oaths must be the same according to B-BBEE COMMISSION PRACTISE GUIDE 01 2018 section 17(i)</p> <p>A trust consortium or joint venture must submit a consolidated B-BBEE status Level Certificates together with the bids.</p>

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

<input 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: <ul style="list-style-type: none"> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships</li> <li><input type="checkbox"/> A co-operative which is at least 51% owned by black people</li> <li><input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans</li> <li><input type="checkbox"/> An EME or QSE;</li> </ul>

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

<input checked="" type="checkbox"/> <b>80/20</b> Preference points scoring system	<input type="checkbox"/> <b>90/10</b> Preference points scoring system	<input type="checkbox"/> <b>Either 80/20 or 90/10</b> 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).

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".

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

Minimum functionality score to qualify for further evaluation:	50
<p><b>Functionality criteria:</b></p> <p><b>A) EXPERIENCE:</b></p> <p>The bidder must demonstrate adequate experience to have successfully managed projects of similar nature and extent to the value equal to or above R800 000.00 in the past 5(five) years. Bidders must have references to include names of contract persons and telephones numbers, contract value (R800 000.00 or above) and contract period. (To complete the DPW 09)</p> <p>Provide contactable References: Attach letters from the previous employers/contracts as proof of your experience. Failure to attach the required letter will result in no scoring of points in this criteria.</p> <p>a) The bidder demonstrates to have successfully managed 5 and more projects in the past five years = 5  b) The bidder demonstrates to have successfully managed 4 projects in the past five years = 4  c) The bidder demonstrates to have successfully managed 3 projects in the past five years = 3  d) The bidder demonstrates to have successfully managed 2 projects in the past five years = 2  e) The bidder demonstrates to have successfully managed 1 project in the past five years = 1</p>	<p><b>Weighting factor:</b></p> <p>20</p>
<p><b>B) QUALITY / PERFORMANCE EVALUATION</b></p> <p>References listed on the DPW-09(EC) will be used to obtain the quality of work</p> <p>Bidders must provide contactable references with the person's name and contact details and email address. The Bidder must forward the standard template (attached in tender document) to the referees to complete and must attached to tender document when submitting on Closing Date.</p> <p>Poor = 1 Point  Fair = 2 Points  Satisfactory= 3 Points  Good = 4 Points  Excellent = 5 Points</p>	<p>20</p>



<p><b>C) RESOURCES - VEHICLES</b></p> <p>Bidder must provide proof of ownership original or certified copy of vehicle registration form in their possession and/or demonstrate access to vehicles (Proof of Lease / Rental Agreement).</p> <p>1 Vehicle = 1 Point 2 Vehicles = 2 Points 3 Vehicles = 3 Points 4 Vehicles = 4 Points 5 Vehicles or more = 5 Points</p>	<p>20</p>
<p><b>) RESOURCES - PREMISES</b></p> <p>Bidder to provide proof of Ownership or Lease Agreement of premises or Letter of Intent (on a Company Letterhead and Signed) to establish a premises ( office ).</p> <p>Proof of operating a functional premises / office for 1 year = 1 Points Proof of operating a functional premises / office for 2 year = 2 Points Proof of operating a functional premises / office for 3 year = 3 Points Proof of operating a functional premises / office for 4 year = 4 Points Proof of operating a functional premises / office for 5 year = 5 Points</p>	<p>20</p>

<p><b>E) RESOURCES-HUMAN RESOURCE</b></p> <p>The bidder must demonstrate to have an existing team that constitutes of skilled artisans in either one or, a combination of the following trades: carpentry, bricklaying, plumbing and painting. The project leader shall be scored individually and artisans individually.</p> <p><b>Team (Project) Leader</b> The project leader shall be a qualified artisan who can demonstrate extensive experience and technical knowhow in the general building industry, who possesses either one, or a combination of the following trades: carpentry, bricklaying and painting. Such person is expected to be familiar with the current norms and standards, share the best practices and solutions with the representatives of the Department of Public Works and Infrastructure. He/ she will be in charge of the team, and must be able to provide regular site reports where required. The winning bidder may not substitute the project leader after the award. Such person may only be substituted by an equal or better qualified person, upon approval by the Department. He/ she will be scored on experience and qualifications.</p> <p>Qualifications of the project leader (bidder to attach certificates of the project leader to his/ her CV and mark them clearly with the covering page or Annexure "QUALIFICATIONS OF THE PROJECT LEADER")</p> <p>The artisan is a qualified person with trade test certificates on two or more of the following trades (carpentry, bricklaying, painting) =10</p> <p>The artisan is a qualified person with trade test certificate on one of the following trades (carpentry, bricklaying, painting or plumbing) = 5</p> <p>Project leader/artisan is an unqualified person = 0</p> <p><b>Experience of the project leader</b> 5 years of supervisory experience = 5 points 4 years of supervisory experience = 4 points 3 years of supervisory experience = 3 points 2 years of supervisory experience =2 points 1 year of supervisory experience =1 point</p>	<p>10</p> <p>10</p>
<p>NOTE: Bidder must score all CRITERIO in order to qualify for further evaluation</p>	
<p><b>Total</b></p>	<p><b>100 Points</b></p>

**Collection of tender documents**

Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za) *etenders.treasury.gov.za*

Alternatively; Bid documents may be collected during working hours at the following address **Customs House Building, Lower Heerengracht, Cape Town, 9th floor, room 941.** A non-refundable bid deposit of R300.0 is payable (cash only) on collection of the bid documents.

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

**Site inspection meeting**

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

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

Venue: (Customs House Building, Lower Heerengracht, Cape Town, 3rd floor, Dome)

Date: (10/06/2021)

Starting time: (10:30 AM)

**nquiries related to tender documents may be addressed to:**

<b>DPW Project Manager:</b>	S.Dzialwa	<b>Telephone no:</b>	021 402 2235
<b>Cell no:</b>	076 413 1820	<b>Fax no:</b>	N/A
<b>E-mail:</b>	simon.dzialwa@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).

<b>Tender documents may be posted to:</b>  The Director-General Department of Public Works and Infrastructure Private Bag X9027  Cape Town 8000  Attention: Procurement section: Room 941	<b>OR</b>	<b>Deposited in the tender box at:</b>  Customs House Ground Floor Main Entrance
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**Compiled by:**

S.Dzialwa		2021 -05- 2 1
Name of Project Manager	Signature	Date



## DPW-16 (EC): SITE INSPECTION MEETING CERTIFICATE

Project title:	24 Months Building Related Term Contract:Western Cape: Area 5		
Tender no:	05/21	Reference no:	
Closing date:	18/06/2021		

This is to certify that I, \_\_\_\_\_ representing  
\_\_\_\_\_ in the company of  
\_\_\_\_\_ visited the site on: **10/062021**

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site inspection meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

Name of Tenderer	Signature	Date

S.Dzialwa		
Name of DPW Representative	Signature	Date

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

**Tender no:** CPTYT05/21

**OFFER**

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

24 month Term Contract: Building Related Services: Area 5

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

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

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies ) IS:**

<b>Rand (in words):</b>	
<b>Rand in figures:</b>	R

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

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

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

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

Trading under the name and style of: .....

**AND WHO IS:**

Represented herein, and who is duly authorised to do so, by:  <b>Mr/Mrs/Ms:</b> ..... in his/her capacity as: .....	<b>Note:</b> A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

Tender no: \_\_\_\_\_

**WITNESSED BY:**

Name of witness	Signature	Date

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

- The official documents .....
- The official alternative .....
- Own alternative (only if documentation makes provision therefore) .....

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

**SECURITY OFFERED:**

The Service Provider will provide one of the following forms of security:

- (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes  No
- (3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes  No
- (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes  No

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

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

.....

**Other Contact Details of the Tenderer are:**

Telephone No. .... Cellular Phone No. ....

Fax No .....

Postal address .....

Banker ..... Branch.....

Bank Account No. .... Branch Code .....

Registration No of Tenderer at Department of Labour .....

**ACCEPTANCE**

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

**Tender no:** CPTYT 05/21

**The terms of the contract, are contained in:**

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

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

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

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

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

**For the Employer:**

Name of signatory	Signature	Date

<b>Name of Organisation:</b>	Department of Public Works
<b>Address of Organisation:</b>	

**WITNESSED BY:**

Name of witness	Signature	Date



**Tender no:**

**Schedule of Deviations**

<b>1.1.1. Subject:</b>
<b>Detail:</b>
<b>1.1.2. Subject:</b>
<b>Detail:</b>
<b>1.1.3. Subject:</b>
<b>Detail:</b>
<b>1.1.4. Subject:</b>
<b>Detail:</b>
<b>1.1.5. Subject:</b>
<b>Detail:</b>
<b>1.1.6. Subject:</b>
<b>Detail:</b>

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.

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

<b>Project title:</b>	<b>24 Month Term Contract: Building Related services: Western Cape: Area 5</b>		
<b>Tender / quotation no:</b>	CTYYT 05/21	<b>Closing date:</b>	18/06/2021
<b>Advertising date:</b>	28/05/2021	<b>Validity period:</b>	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						

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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
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## Bidder Quality Performance Evaluation

**The Bidder to Demonstrate Competence and Experience in Delivering Key Projects Similar to Maintenance/Service and Repairs to Term Contract: 24 Months: Building Related Services.**

The Employer: .....

Bidders Name: .....

Project Value: R.....

Project Title: .....

Period: .....

Brief description of work done by bidder:

.....  
.....  
.....

Will Require References and pose the following questions:

STATEMENT	Very Poor 1	POOR 2	AVERAGE 3	GOOD 4	EXCELLENT 5
1) Adhered strictly to the terms of contract and all contractual instructions and directions issued by the employer from time to time					
2) Responded promptly and timeously to Queries and complaints raised by the Employer in regard to work executed and reported regularly on progress					
3) Manifested the required degree of Competence, Expertise and Skill in Executing the most Economical and Cost Effective manner					

Name of Valuator: \_\_\_\_\_

Position: \_\_\_\_\_

Signature of Valuator: \_\_\_\_\_ 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.

<b>Project title:</b>	<i>24 Month Term Contract: Building Related Services: Western Cape:Area 5</i>		
<b>Bid no:</b>	CPTYT 05/21	<b>Reference no:</b>	

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 State<sup>1</sup>; 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, shareholder<sup>2</sup> 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.



<sup>1</sup> "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.

<sup>2</sup> "Shareholder" means –

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

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

3.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:  
.....  
.....

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

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

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

3.9.1 If so, furnish particulars.  
.....  
.....

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





evaluation and or adjudication of this bid?

YES  NO

3.10.1 If so, furnish particulars.

.....  
.....

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

YES  NO

3.11.1 If so, furnish particulars:

.....  
.....

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

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

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

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? <b>(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).</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
5.2	If so, furnish particulars:		

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

**6. CERTIFICATION**

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

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

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8



### PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

- 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
1			
2			
3			
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15			
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20			

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

**Note:**

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

**ENTERPRISE STAMP**



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

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

\_\_\_\_\_

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

Held at \_\_\_\_\_ (place)

on \_\_\_\_\_ (date)

**RESOLVED that:**

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

\_\_\_\_\_

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

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

\_\_\_\_\_

(Project description as per Bid /Tender Document)

Bid / Tender Number: \_\_\_\_\_ (Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms: \_\_\_\_\_

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

and who will sign as follows: \_\_\_\_\_

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

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

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

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)



Postal Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_

Fax number: \_\_\_\_\_

	Name	Capacity	Signature
1			
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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**



# 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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15			

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

**Note:**

1. \* Delete which is not applicable.
2. **NB:** This resolution must 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	<b>80</b>
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	<b>20</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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 defines 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 defines 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		
<b>OR</b>		
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:.....



## Certification of Independent Bid Determination: PA-29

# PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	24 Month Term Contract :Building Related Seervices: Western Cape:Area 5		
Bid no:	CPTYT 05/21	Reference no:	

### INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.



## Certification of Independent Bid Determination: PA-29

<sup>2</sup> 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 consortium<sup>3</sup> 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

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

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



**PA-40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT**

Name of Tenderer .....  EME<sup>1</sup>  GSE<sup>2</sup>  Non EME/GSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
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# Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number  
## State date of South African citizenship obtained (not applicable to persons born in South Africa)

<sup>1</sup> EME: Exempted Micro Enterprise

<sup>2</sup> GSE: Qualifying Small Business Enterprise

**PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT**

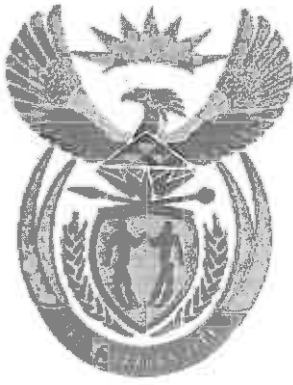
**2. DECLARATION:**

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

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

**Signed by the Tenderer**

Name of representative	Signature	Date



# public works

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Department:  
Public Works  
**REPUBLIC OF SOUTH AFRICA**

## **BID DOCUMENT**

**INVITATION TO BID FOR THE MAINTENANCE OF GENERAL BUILDING WORKS IN  
STATE OWN BUILDINGS, LEASED BUILDINGS AND COMPLEXISES**

**FOR THE APPOINTMENT OF A 24 MONTHS GENERAL BUILDING WORKS TERM  
CONTRACT IN THE WESTERN CAPE REGION**

**AREA - 5**

**BID NO:** \_\_\_\_\_

**Name of BIDDER:** \_\_\_\_\_

**ISSUED BY:**  
THE DIRECTOR-GENERAL  
DEPARTMENT OF PUBLIC WORKS

**Prepared by: SIMON DZIALWA: CHIEF WORKS MANAGER ( BUILDING )**

## **CONTENTS OF DOCUMENT**

### **Description**

#### **The Bid**

##### **T1: BIDDING PROCEDURES**

T1.1 Notice and Invitation to Bid (PA-04 EC)

##### **T2: RETURNABLE DOCUMENTS**

T2.1 List of Returnable Documents (PA-09 EC)  
T2.2 Returnable Schedules

#### **The Contract**

##### **C1: AGREEMENT AND CONTRACT DATA**

C1.1 Form of Offer and Acceptance (DPW-07 FM)

##### **C2: PRICING DATA**

C2.1 Pricing Instructions  
C2.2 Schedule of Rates Document

##### **C3: SCOPE OF WORK**

C3.1 Scope of Work

##### **C4: SITE INFORMATION**

C4.1 Site information

#### **Annexures**

A1 Job Card

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**1 DEFINITIONS.**

- 1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- 1.1.1 "Additional Services" are increases in the quality of the routine Services detailed in the Scope of Works
- 1.1.2 "Bill of Quantities" means the document so designated in the Pricing Data that the Services and indicates the quantities and rates associated with each item the Employer agrees to pay the Service Provider for the Services Completed
- "Certificate of Completions" means the certificate issued by the Service Manager signifying that the contract has expired;
- 1.1.3 "Commencement Date" means the date on when the Services Provider is notified the Employer's acceptance of its offer;
- 1.1.4 "Contract" means the Contract signed by the parties and of which these conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;
- 1.1.5 "Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the Risks, Liabilities and Obligations of the contracting Parties and the procedures for the administration of the Contract;
- 1.1.6 "Contract Period" is from the Commencement Date for the period stated in the Contract Data:
- 1.1.7 "Contract Price" means the to be paid for the Service in accordance with the Pricing Data, subject to such additions thereto or deduction thereto or deductions there from as may be from time to time under the provision of the Contract;
- 1.1.8 "Contract Sum" refers to the amount stated by the Services Provider in the form of Offer and Acceptance;
- 1.1.9 "CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and material and goods as stated in the Contract Data:
- 1.1.10 "Day" means a calendar day:
- 1.1.11 "Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereto or additions thereto from time to time to be approved in writing by the Employer or delivered to the Service Provider by the Employer;
- 1.1.12 "Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;
- 1.1.13 "Equipment" includes all appliance, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering completion or defects correction of the Services but does not include materials;
- 1.1.14 "Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omissions thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;

- 1.1.15 "Form of Offer and Acceptance" means the written communication by the Employer to Service Provider recording the Acceptance of the Service Provider's offer;
- 1.1.16 "Identified Projects" means any projects other than routine Services, identified and
- 1.1.17 "Materials" includes all materials, commodities, articles and things required to be furnished under the contract for the execution of the Services;
- 1.1.18 "Month" refers to the period commencing on a certain day of the month to the day preceding the corresponding day of the next month;
- 1.1.19 "Parties" means the Employer and the Service Provider;
- 1.1.20 "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;
- 1.1.21 "Rates" means for all items bided in this document shall include for additional cost, and shall be representative of the actual cost involved in the executing thereof plus a reasonable mark up and should be valid whether the work associated therewith will be carried out once or more frequently;
- "Not Applicable" ( N/A ) means Not to price or complete;
- 1.1.22 "Services" means all the work to be performed by the Service Provider during the Contract period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
- 1.1.23 "Service Provider" means the Bidder, as named in the Contract Data whose offer has been accepted by or on behalf of the Employer and where applicable, includes the Service Provider's heirs, executors administrators, trustees, judicial managers or liquidators as the case may be, but not except with written consent of the Employer, any assignee of the Service Provider;
- 1.1.24 "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons thereto;
- 1.1.25 "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must , or may, be provided or performed;
- 1.1.26 "Service Period" refers to the period indicated in the Contract Data, during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.27 "Transitional Stage" refers to the period indicated in the Contract Data which commences immediately on the expiry of the Service Period, and which the Services to be provided by the Service Provider shall include, inter alia the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

## **2 INTERPRETATION.**

2.1. In this Contract, except where the context otherwise requires:

- 2.1.1. The masculine includes the feminine and the neuter, vice versa;
  - 2.1.2. The Singular includes the plural; and vice versa;
  - 2.1.3. Any Reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.
- 2.2. The headings to the clauses of this contract are included for references purposes only and shall not affect the interpretation of the provision to which they relate.
- 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.
- 2.4. The various parts of the Contract are severable and may be interpreted as such.
- 2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.
- 2.6. If any provision in a definition clause is a substantive provision conferring or imposing obligations on any Party, effect shall be given it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.

## **3 DURATION**

- 3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.
- 3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on Commencement Date and terminate on the expiry of the Contract Period unless it is extended in terms of clause 3.3.
- 3.3. The terms of duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of Contract shall however be valid unless the terms and conditions of such extension has been reduced in writing and signed by the authorized representatives of both Parties.

## **4 RIGHTS AND OBLIGATIONS OF EMPLOYER**

- 1.2 The Employer shall give access to or supply the Service Provider with:
  - 1.2.1 All relevant, available data and information required and requested by the Services Provider for the proper execution of the Service;
  - 1.2.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

## **5 RIGHTS AND OBLIGATIONS OF THE SERVICES PROVIDER**

- 5.1 The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services
- 5.2. The Service provider shall take instructions only from the Service Manager or persons authorized by the Service Manager in terms of clause 6

- 5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorization has been obtained.
- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of Professionals providing services to the Services.
- 5.5. Should the any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on a reasonable grounds to be undesirable the Employer may, in writing and other with reason thereof request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer
- 5.6 The Service Provider undertakes to effect such removal as referred to in 5.5 above, within a day of receipt of the Employer written request.
- 5.7 The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8 During the ongoing provision of the Services the Services Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9 Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.

## **6 SERVICE MANAGER.**

- 6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract
- 6.2 The Service Manager may delegate any of his powers and authority and may cancel such delegation on prior written notification thereof to the Service Provider.
- 6.3 Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.
- 6.4 The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegate to the Service Manager who shall confirm, reverse or verify the order or instruction.

## **7 SECURITY CLEARANCE**

- 7.1 Security Clearance is necessary, and all human resources utilized by the Service Provider and the Service Provider undertake to undergo Security Clearances for which the necessary forms will be made available to the Service Providers at the relevant time by the Employer. The Service Provider accepts that if he or any of his resources refuses to undergo the required security clearance they will not awarded on be allowed on the Facilities or to render services.

## **8 CONFIDENTIALITY**

- 8.1 The Service Provider undertakes to keep any and all information, whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly

confidential and such not to be sold, traded, published or otherwise disclosed to anyone in any matter whatsoever, including by means of photocopy or other reproductions, without the Employer's prior written consent, A disclosure or improper use of the confidential information, without the Employer's prior written consent will cause the Employer harm:

- 8.1.1 The service provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claim by third parties as a result of such unauthorized disclosure or use thereof, either in whole or in part; and/or
- 8.1.2 The Employer shall be entitled to cancel the contract.
- 8.2 The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:
  - 8.2.1 Employees, officers and directors of the Service Providers
  - 8.2.2 Any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.
- 8.3 The Service Provider shall be responsible that all to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any to unauthorised person

## **9 AMBIGUITY IN DOCUMENTS**

- 9.1 The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and if necessary, rectified by the Service Manager who shall thereupon issue to the Services Provider a written explanation giving details of the adjustments, if any, and a written instruction what Service, if any is to be delivered.

## **10. INSURANCES**

- 10.1 It is the responsibility of the Service Provider to assess his Risk on the contract and to ensure that the he obtains and maintains the adequate insurances to cover all such Risks.

## **11 ACCESS TO FACILITIES AND COMMENCEMENT OF SERVICES**

- 11.1 The Services Provider shall provide the Employer within 21 days of Commencement Date with an acceptable Health and Safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993)
- 11.2 The Services Period shall commence on the Commencement Date or on such other date as maybe specified in the Contract
- 11.3 Notwithstanding the provision of 11.2 the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable Health and Safety plan and Security clearance being obtained in term of clause 11.1 and 7.1 respectively

## **12 SUBCONTRACTING**

- 12.1 The Service Provider may not Subcontract any part of the Contract Services at it discretion
- 12.2 The only services that may be subcontracted is when there is a specialized services to be done, this can only done with the written consent and approval from the Service Manager.

## **13 COMPLIANCE WITH LEGISLATION**

13.1 This clause applies to legislation emanating from national and provincial government as well as that of any local authority in whose area of jurisdiction the Facilities fall and which the intellectual property of any other person

13.2 All the applications legislation, which does not specifically allow discretion in respect of compliance the Employer shall be exactly as intended by such legislation regardless of any instruction, verbal or in writing, to the contrary.

13.3 Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager?

#### 14 REPORTING OF INCIDENTS

14.1 In addition to the above the Service Provider shall as soon as possible, notify the Employer in writing of any incidents at the Facilities, which or could have resulted in damage to property or injury or death to persons.

14.2 The Service Provider shall follow up verbal notification with a detailed written report on incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.

14.3 The Service Provider shall notify the Employer immediately, on becoming of the Contract requiring him to undertake anything that is illegal or impossible.

#### 15 NUISANCE

15.1 The Service Provider shall deliver the Service in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.

15.2 The Service Provider hereby indemnifies the Employer against any Liability arising out of the Service Provider non-compliance with his obligations in term of Clause 15.1.

#### 16 MATERIAL, WORKMANSHIP, AND EQUIPMENT

16.1 All Services delivered, and materials and workmanship shall comply with the requirements of this Contract the manufacturer's specification; good industry practices and the Service Manager's written instructions and shall be suitable for the purpose intended.

16.2 The Service Provider shall in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.

#### 20 URGENT WORK (EMERGENCY'S)

20.1 The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to an act or omission on the part of the Service Provider.

20.2 If the Employer effects the remedial or repair work in of 20.1 then the Employer may recover such cost, losses or damages from the Service Provider or deduct the same from any amount still due under this contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

#### 21 INDEMNIFICATIONS

21.1 The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demands, loss, costs, damages, action, suits or legal proceedings whether arising in common law or by statute consequent upon.

21.2 The Employer accepts liability for all acts or omissions of its employees or representatives.

#### 22 VARIATIONS

- 22.1 The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitution.
- 22.2 No variation by the Employer of whatever nature shall vitiate the Contract.
- 22.3 If no prior written authorization, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such additional Services

**23 SUSPENSION OF THE SERVICES**

- 23.1 The Service Provider shall, on written order of the Service Manager, suspend the provision of the Services or any part thereof for time or times and in such manner as the Service Manager shall order and shall during such suspension, properly protect the Services so far as is necessary.
- 23.2 If the Service Provider is unable to render any of the Services for any reason other than and instruction by the Employer to suspend the Services in terms of clause 23.1, the Employer shall be liable for any claim of whatever nature, including a claim for cost, by the Services Provider.

**24 PENALTY FOR NON-PERFORMANCE**

- 24.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time.

**25 PAYMENTS**

- 25.1 The Service Provider shall furnish the Employer with a Tax invoice on completion of every service within 7 days on the completion of each service.
- 25.2 On completion of the Contract the Service Provider must submit all outstanding invoices for services completed within 90days of the last day of the expired contract

**26 OVERPAYMENTS**

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

**27 BREACH OF CONTRACT**

- 27.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance within 10(ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following:
- 27.1.1 Enforce strict compliance with the terms and conditions of the Contract;
  - 27.1.2 Terminate this contract without prejudice to any other rights it may have;
  - 27.1.3 To suspend further payments to the Services Provider;
  - 27.1.4 To appoint other services providers to complete the execution of the Services, in which event the Services Provider shall be held liable for cost incurred in connection

with and arising from the appointment of such a service provider as well as damages suffered.

27.2 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after 10(ten) days written notice calling for rectification of the breach, the Service Provider shall be entitled to:

27.2.1 Enforce strict compliance with the terms and conditions of the Contract; or

27.2.2 Terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.

## 28 STOPPAGE AND/OR TERMINATION OF CONTRACT

28.1 The Employer reserves the right to terminate this Contract or to temporarily stop the Services, or any part of thereof at any stage of completion.

28.2 The Employer shall have the right to terminate this contract without prejudice to any of its rights upon occurrence of any of the following;

28.2.1. on breach of this Contract by the Service Provider as stipulated in Clause 27

28.2.2. on commencement of any action for the dissolution and/or liquidation of the Service provider except for the purposes of amalgamation or restructuring approved in advance by the Employer in writing;

28.2.3. if the Service Provider receives a court order to be paid under judicial management or commence liquidation proceedings that is not withdrawn or struck out with five(5)

28.2.4. if the Service Provider informs the Employer that it intends to cease performing its obligation in terms of this Contract;

28.2.5. if the Service Provider informs the Employer that it is incapable on completing the Services as described; or

28.2.6. if in the opinion of the Employer the Service Provider acted Dishonestly;

28.3 The Employer reserves the right to, even in the absence of breach or the event referred to in 28, terminate this contract at any time, by giving one (1) calendar month written notice to the Service Provider

28.4 Further the Contract shall be considered as having terminated:

28.4.1 where the Employer stops the Contract or the Contract and instruction to resume or reinstate the Services are not issued with twelve (12) months of the instructions; or

28.4.2. if instructions, necessary for the Service Provider to continue with the Service after a stoppage instruction are not received from the Employer within three (3) months after such instruction were requested by the Service Provider.

28.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider.

28.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.

28.5.2. Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.



28.5.3. The Service Provided shall not be entitled to advance a right or any similar right if this Contract is terminated and specifically agrees to within ten (10) days of written request from the Employer, give access to and to make available all information, document, advice, recommendations and reports collected, furnished and or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

## **29 DISPUTE RESOLUTION**

- 29.1 In the event of a dispute, the Parties shall endeavor to resolve such dispute through negotiation, in good faith.
- 29.2 If the Parties fail to resolve a dispute through negotiations as mentioned in 29.1 within 24 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 29.3 Whether or not mediation resolves the dispute and irrespective of the outcome of the thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the cost of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on the mediator's fees will be based.
- 29.4 The Parties shall appoint a mediator within 21 days of agreeing to mediate.
- 29.5 On appointment of the mediator the Parties shall jointly decide on the procedure to be followed, representation, dates and venue for the mediation.
- 29.6 If the Dispute or any part thereof remains unresolved it may be resolved by litigation proceedings
- 29.7 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiations, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to be the Services Provider and the Service Provider shall proceed with the Services with diligence unless the Parties agree otherwise in writing

## **30 GENERAL**

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

## **31 DOMICILIUM CITANDI ET EXECUTANDI**

- 31.1 The domicilium et executandi of the Parties for all purposes arising from this Contract for the services of notices and legal process shall be as specified by the Parties in the Contract Data
- 31.2 Any notice, request, consent, or other communications made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have made when delivered in person to an authorised representative of the Party to whom the communication is addressed or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.

- 32 **NOTE:** Any reference to words "**Bid**" or "**Bidder**" herein and/or in any documentation shall be construed to have the same meaning as the words "**Tender**" or "**Tenderer**" for internal & external use.

**DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE  
REGIONAL OFFICE CAPE TOWN**

**24 MONTHS GENERAL BUILDING TERM CONTRACT**

**THIS IS NOT A SERVICE CONTRACT  
ALL REPAIRS REQUIRED WILL BE ATTENDED ON REQUEST**

**This is a term contract for 24 months for General Building Works and Repairs Day to Day Maintenance for Building Works and will cover all or some of the following requirements;**

1. Day to Day repairs(maintenance)
2. Replacing of items directly linked to this specific Bid as is requested.

**Rates**

3. The rates in the price segment conclude to the term of 24months.
4. The duration of this term contract is divided into 24 months which would not necessarily calculate from January to December.
5. This means that a term contract awarded on the 21/05/2014, the rates applicable to year one will be from the 21/05/2014 to 20/05/2015 and year two rates applicable from 21/05/2015 to 20/05/2016.**(This is an example only)**
6. Bidders are to **NOTE** that the quantities reflected in this document are merely illustrative and no warranty can be given as to the actual quantities of work that will be ultimately materialize on the completion of this contract. Therefore **NO CLAIMS** for alteration to rates shall be entertained due changes in quantities.
7. The Rates document forms part of and must be read and priced in conjunction with all other documents forming part of this Bid, including, standard conditions of Bid,

conditions of contract (DPW 04-FM 2005-REVISED 2014), specification and other relevant documentation.

8. Zero, nil, gratis, unbalanced or non- market related rates will **NOT** be accepted and The Department reserves the right to disqualify the Bid.

**SCHEDULE A**

**PRELIMINARIES**



public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

## SPECIAL CONDITIONS OF CONTRACT

### 1. CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT

1.1 This Contract shall be valid for a period of twenty four (24) months commencing from the date of the letter of acceptance (DPW07EC) of this Bid and may be extended for a further period not exceeding twelve (12) months, on the same conditions contained herein. **If NO written extension is given the contract will conclude.**

1.2 This is a fixed scheduled priced contract and no price adjustment of whatever nature, except for the reduction or increase in the Value-Added Tax, shall be applicable to this contract.

1.3 Should the Contract be renewed for a further period of 12 months the same conditions contained herein shall apply.

1.4 Notwithstanding any other provision to the contrary contained herein, the Department reserves the right to terminate this contract upon thirty (30) days written notice to the Bidder, should it no longer require the services being rendered hereunder, without attracting any liability or incurring any penalty in respect of such early termination.

### 2. THE BID DOCUMENT

- 2.1 The pages of this Bid document are numbered consecutively. The Bidder shall, before submitting his Bid, check the number of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent or meaning of any description, or if this Bid document contains any obvious errors, the Bidder shall obtain a directive, in writing, from the Department.
- 2.1.1 The text of this Bid document and other documents, as prepared by the Department, shall be adhered to and no alteration, erasure, omission or addition thereto by the Bidder will be recognised.

### **3. INTERPRETATION AND DEFINITIONS OF BID DOCUMENT**

- 3.1 In the event of any dispute arising regarding this contract, the matter shall be referred by the Department of Public Works to the State Tender Board, whose decision shall be final. The Bidder shall not delay the execution of any work pending such decision. The Department of Public Works shall incur no personal liability in respect of any matter arising out of the contract or incidental thereto.
- 3.2 Unit: The unit of measurement for each item.
- 3.3 Quantity: The provisional number of items.
- 3.4 Rate: The agreed unit rate per item.
- 3.5 Amount: The product of the quantity and the agreed rate for an item.
- 3.6 Sum: An agreed lump sum payment amount for an item, the extent of which is described in the Scope of Work, but the quantity of work is not measured in any units.
- 3.7 Plant & Equipment: Scaffolding, Cherry Picker trucks, Earthmoving equipment etc.
- 3.8 Client Department: All other State Departments, i.e. South Africa Police Service, Correctional and Justice Department, South Africa Defence and Others, hereafter referred to as "User Department"

### **4. DOCUMENTS**

Should there be any discrepancy between these Special Conditions of Contract and the Conditions of Contract (PA 10 FM), the former shall take preference.

The following documents shall be read in conjunction with this tender:

- 4.1 Occupational Health Safety Act: Act No. 85 of 1993.
- 4.2 Municipal By-laws and any special requirements of the Local Authority.
- 4.3 Standard Specification for Central Heating Installations Issue X January 1982.
- 4.4 Standard Specification for Air-conditioning and Ventilation Installations Issue XI, 1994.
- 4.5 Standard specification for Refrigeration Installations Issue VI 1984.
- 4.6 Standard Specification for Steam Boilers Issue VII, 1995.
- 4.7 Standard Specification for the Electrical Equipment and Installations for Mechanical Services Issue VIII December 1984.
- 4.8 The S.A. Bureau of Standards Codes of Practice S.A.B.S. 0400 of 1990, - S.A.B.S. 0105 and SANS 10142-1: 2003 (all as amended).
- 4.9 The latest Automatic Sprinkler Investigation Bureau Rules.
- 4.10 The Local Municipal Gas Regulations.

- 4.11 Conditions of Tender: Form PA 10 FM.
- 4.12 Tenderers Additional Particulars.
- 4.13 All Sections of, and Addenda to, the Specification.
- 4.13.1 **The Bidder shall study these documents and acquaint himself with the contents thereof, BEFORE SUBMITTING THE BID DOCUMENT as no claims in this regard will be entertained.**

## 5. PROVISIONAL QUANTITIES

All quantities in this Bid document are provisional and inserted in order to obtain competitive Bids. The Department reserves the right to increase or decrease quantities during the progress of the contract and such increases or decreases shall not alter the tariffs for any item. Payment shall be as set out in clauses herein.

## 6. SCOPE OF CONTRACT

- 6.1 This contract is for the maintenance/repairs as per Schedule 1 as mentioned on in properties, namely Official Quarters, Living Quarters and Messes in Military, Correctional Services and Police Bases, Prestige, State Own Buildings, State Own Housing, etc. as well as certain Leased Buildings and structures falling under the control of the Department or other departments hereafter referred to as "User" Departments.
- 6.2 The Department of Public Works reserves the right to enter into new contracts for major Repairs and Renovations, Capital Works or any other maintenance or repair works in any complex or building covered in the area of this contract. The work included in such new contracts will automatically be excluded from the contract.
- 6.3 The Department intends appointing one successful Service Provider per area.
- 6.4 The Department reserves the right if required to employ any other contractor for any project in any region or area. The Department reserves the right to allocate works/projects/orders to successful Bidders in any area with the aim to spread the assignments between them. Thus the successful Bidder do not have the right to all projects/works/orders in the region it bided for.
- 6.5 **The Department WILL NOT appoint the same Service Provider for more than two areas per discipline. This will be done in the interest of spreading work between more Service Providers. The Department will only appoint the same Service Provider with more than two areas per discipline in the cases where there is a shortfall of successful bidders in the area and within the estimate Price range for the area Bided.**
  - 6.5.1 **All Bids will be Evaluated, Scored, and the Highest scoring Bidder will be awarded 1 (One) area and limited to 2 (Two) Areas per Bidder.**
  - 6.5.2 **When a contractor is the lowest price and highest scoring bidder in all areas the first area will be recommended to that Bidder. The next lowest price and highest scoring bidder will be recommended for the next Area and so on.**
  - 6.5.3 **Sound commercial principles will underline all transactions. There will be no compromise on quality, delivery, service, SHE or Any other commercial or technical requirements. The cost of preferential procurement must not exceed**

**25% of the market range for transactions below 50M or 11% for transactions above 50M.**

**The Department Reserves the right to negotiate the price with the successful Bidder.**

- 6.6 Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 6.7 The Bidder shall supply all consumable material such as oils, grease, waste, hacksaw blades, welding rods, insulation tape, cleaning materials and chemicals etc. necessary for the proper performance of the repairs. **No claims for consumable material will be accepted.**
- 6.8 Where repairs are required to be specialised items of equipment the Bidder shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of Sub-contractors, he shall apply to the Department for written approval before he makes use of their services

## **7. VALUE ADDED TAX**

- 7.1 All rates and prices entered in this tender document must be Nett, i.e. exclusive of Value Added Tax (VAT). VAT must be calculated and added to the total value of all the items in the Schedules as reflected in the Summary.

## **8. RATES and PRICES**

- 8.1 All rates tendered by the Bidder for items in this document shall include for additional costs, if any that may occur as a result of these Special Conditions of Contract as well as for the supply of normal equipment and everything necessary for the proper performance of the work. Estimated quantities given cannot be guaranteed to be entrusted to the Bidder to whom this contract has been awarded.
- 8.2 **Unit rates entered into the Schedule 2 of Quantities:**
- 8.2.1 *shall be representative of the actual cost involved in the execution thereof plus a reasonable mark-up and should be valid whether the work associated therewith will be carried out once only or more frequently, costing to include the possibility that the emergency work to go into overtime as this cannot be claimed later.*
- 8.2.2 *must allow for the removal of the existing defective item or part, and for supply and fixing of the new items inclusive of material, labour, waste, transport, all expendable material such as oil, grease and cleaning material and equipment, profit, attendance, overheads, compliance with the Occupational Health and Safety Act and Construction Regulations and any other costs associated with the successful execution of the required work.*
- 8.3 Term contract rates shall remain fixed for the duration of the Term Contract and for any term to which the contract may be extended, no price adjustments shall be allowed except for the increase in VAT.
- 8.4 The prices and rates to be inserted in the Schedule of Rates are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work

described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the Bid document is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

8.5 There are no P&Gs, escalation or variation orders as this is applicable under Projects.

8.6 This is purely a maintenance term contract valid for two years only.

8.7 As this is day to day maintenance, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective pay-outs at the end of the two year, it may exceed or be less than the offered amount on the Bid.

8.7.1 National Department of Public Works Regional Office Cape Town cannot be held accountable should the total pay-out at the end of the term contract be less than the form of Offer of Acceptance.

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

8.8 **The Department Reserves the Right to Disqualify Bid Offers which incorporate Unit Rates that are Non-Market Related, Nominal and Nil or Unbalanced. All items to be priced in the price Bill and to be of a competitive price.**

8.9 **NOTE:** Once rates are calculated and found that calculation error has been made whatsoever the Department will not give you the opportunity to rectify this error and will disqualify the Bid (Schedule or Non-Schedule). No unauthorized amendment shall be made to the Schedule of Rates or any part of the Pricing Data. If such amendment is made or if the Schedule of Rates is not properly completed, the bid will be rejected.

## 9. **TRANSPORT COSTS**

9.1 **Transport costs, including travelling time, must be allowed for in the rates for each and every item in Price Schedule (Schedule One)**

9.2 **Transport costs, including travelling time for Scheduled repairs will be included in the labour rates as per item. Under no circumstances will transport or travelling costs be paid where this is claimed separate item on any invoice submitted, unless it is outside the core town.**

9.3 Please note where a schedule and non- schedule item is used on the same repair, the contractor will not be eligible to claim for transport or travelling cost on the basis of the non – scheduled item used, however non- schedule labour may be claimed for the replacement of the non- schedule item. Furthermore, the labour on site claimed for shall be reasonable and justified.

(In areas of Doubt the Department reserves the right to obtain information from other source / sources, in order to satisfy the time claimed by the Bidder is justified)

## 10. **ACCESS TO PREMISES**

The Bidder undertakes to:



- 10.1 Arrange with the occupants of buildings regarding access to the premises in order to execute the required repairs.
- 10.2 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on the site.
- 10.3 Accept liability and to indemnify the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.
- 10.4 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof.
- 10.5 Comply with all By-laws and requirements of the Local Authority.
- 10.6 Carry out repairs during normal Working Hours, After Hours and Emergency Repairs during Weekends and Public Holidays when required.

## **11. ACCESS CARDS TO SECURITY AREAS**

- 11.1 Should the work fall within a security area, the Bidder shall obtain, either from the South Africa National Defence Force, South Africa Police or User Department, access cards for his personnel and employees who work within such an area.
- 11.2 The Bidder shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the South Africa National Defence Force, South Africa Correctional Service, South Africa Police Service, Department of Justice, Prestige or Ministerial Complexes.

**NOTE: Only South Africa Identity Document will be accepted on site.**

## **12. SECURITY CHECK ON PERSONNEL**

- 12.1 The Department or the Chief of the South Africa National Defence Force, or the Commissioner of the South Africa Police Service may require the Bidder to have his personnel or a certain number of them security classified.
- 12.2 In the event of either the Department, the Chief of South Africa National Defence Force or the Commissioner of the South Africa Police Service requesting the removal of a person or persons from the site for security reasons, the Bidder shall do so forthwith and the Bidder shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

## **13. TRAINED STAFF**

- 13.1 The Bidder shall use competent trained staff directly employed and supervised by himself.
- 13.2 Bidders shall satisfy the Department in all respects that their Electricians/Technicians are suitably qualified to carry out the specified repairs covered by this contract.

- 13.3 Bidders are to note that the equipment to be repaired under this contract is of utmost strategic importance to the Department and full proof of the Bidders ability to satisfactorily perform the repairs and servicing is necessary. The Bidder's premises will be inspected for plant, equipment and general good management before contracts are awarded.

#### 14. DRESS CODE

The following dress code must be adhered to at all times by all workers:

- 14.1 Workers must have a **COMPANY WORK SUIT** with the company logo on it.
- 14.2 Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- 14.3 The dress code must adhere to the OHSWA in terms of protection for all workers for this Particular service.
- 14.4 Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

#### 15. MATERIAL OF EQUAL QUALITY

- 15.1 New parts, components and material used shall be of equal specification and shall match the existing item that is being replaced. Only genuine parts are acceptable to the Department and the use of pirate parts will not be allowed. New parts, components and material shall conform to SANS 9001.
- 15.2 Parts will be installed and connected to the supplier's specification.
- 15.3 The Bidder shall submit to the Department any suppliers or factory guarantee of repaired or replaced components together with his invoice and shall ensure that such guarantees are not jeopardised in any way. All new parts, components and material used in this contract shall be guaranteed for a period of at least 12 months.
- 15.4 The serial numbers of original and new components such as motors, compressors etc., shall be entered on job cards and invoices submitted for payment.
- 15.5 **NOTE:** The Department reserves the right to instruct the Bidder to mark by stencilling or engraving any new part or component of an installation with the complaint number for the repair at his own cost. The marking shall be in a conspicuous place and not spoil the appearance or cause any damage to the part or component.

#### 16. REDUNDANT MATERIAL, RUBBISH AND WASTE

- 16.1 All rubbish and waste shall be removed from the site by the Bidder and the plant rooms shall be kept in a clean and neat condition. The Bidder will be required to submit pictures of the redundant/waste material upon request.

**17. FRAUDULENT CONDUCT**

17.1 Fraudulent conduct shall mean any conduct aimed at obtaining an unjust profit and/or intentional poor quality of work and submitting of inflated, false or incorrect invoices, and any references listed in the National Treasury Regulations.

**18. EXECUTION OF REPAIRS**

18.1 The Contractor shall, in the event of repairs or replacements becoming necessary, submit a Technical report with an estimate of the cost of the work concerned to the Regional Representative and on receipt of instructions to that effect put the work in hand. **The technical report must be supported with photos taken from start, duration to completion of the service to give an indication justifying the repairs required and include a motivation for replacement of parts.**

18.2 The sole purpose of the estimate is to determine the magnitude of the repair and shall not be treated as a firm and final price. The Contractor shall be bound to the labour rates and the price per suppliers invoice plus mark-up in the case of Non-Scheduled items in this contract. Should the Contractor find that the final cost will be higher than the estimated cost, the Contractor shall obtain a written instruction from the Regional Representative before continuing with the work?

18.3 The Regional Representative reserves the right to execute such repairs and replacements with his own staff or by any other means.

18.4 If the Contractor fails to respond within the time limits as stated above, the Department should have the right to appoint any other third party to do the work without further notification to the Contractor. The additional costs, if any for such work, executed by the third party, will be for the account of the Contractor.

18.4.1 **NOTE: RESPONSE TIME:** The Contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of emergency repairs in accordance with clause 21 of this contract.

**19. MANAGEMENT AND EXECUTION OF WORK**

The Bidder undertakes to:

19.1 Provide the Department with a list of names of his representatives / agents who will be responsible for the management and execution of the work at the individual buildings / areas covered by this contract. Seven (7) days after letter of acceptance date, failing to do so will be in Breach of Contract and may lead to Termination of this Contract.

19.2 Arrange with the occupants of buildings regarding access to the premises in order to execute the required service.

19.3 Take adequate precautions to prevent damage to buildings, to fittings and furnishing inside the premises and elsewhere on site;

19.4 Accept liability and indemnifies the Department against any claims whatsoever arising from his conduct and/or the conduct of his employees.

- 19.5 Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
- 19.6 Provide qualified artisan(s) to carry out any emergency repair work on a 24 hours basis, including Week-Ends and Public Holidays.
- 19.7 Perform maintenance, servicing and repair work during normal working hours and overtime will only be approved as permitted by the Department Representative.
- 19.8 Make suitable arrangements regarding the signing of job cards / Ebis forms with the respective Client / User Departments. It must be noted that no extra time will be allowed or paid for this exercise and NO Invoice will be paid without the original required signed documents. It is also required from the Bidder to sign time in and out in register to be found with the User Department on site.
- 19.9 It is strongly recommended to take as many photos necessary of the work in progress and submit with invoicing as supporting evidence of works performed.
- 19.10 It is of the utmost importance that the contractor whilst working or repairing any Works at any of the Air Force Landing strips, the necessary clearance and reflective protection clothing and demarcating is done before any work is commenced and completed.
- 19.11 **Only Specialised Services to be Sub-Contracted.**

## 20. OFFICIAL INSTRUCTION FOR REPAIRS

- 20.1 **An official instruction for each repair shall be issued to the Bidder. The Bidder may not accept any instruction from the User Department and / or its employer, or enter into any negotiations with the User Department in regard to any work to be done.**
- 20.2 Instructions for repairs may only be issued to Bidders by officials of this Department. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Bidder in writing. If the Bidder has facsimile facilities, the instruction will be faxed or emailed to him. The Bidder shall not proceed with any work without an official instruction.
- 20.3 No payments shall be made for work executed without the necessary written authority.
- 20.4 Payments will be delayed and invoices returned if order numbers and complaint numbers do not appear on invoices submitted for payment.

## 21. EMERGENCY REPAIRS

- 21.1 For purposes of this Bid document emergency services shall mean work which, in the opinion of the Department, must be carried out without any undue delay,

notwithstanding that it may have to be done during normal working hours, Saturday, Sunday and Public Holidays, within time frames as above.

- 21.2 Emergency repairs after hours may be executed with only receipt of an official complaint ( CPT or ID ) number and only on the telephonic instruction of the Control Works Manager of this Department.
- 21.3 The Bidder shall however ensure that the official of the User Department signs the job card. The Bidder shall also ensure that he obtains the official instruction from the Department on the following working day. No payment will be made without a complaint number, official instruction and duly completed and signed job card.
- 21.4 Only breakdowns which affect public health or the operation and safety of sensitive equipment (Refrigeration, Fresh Water Pumps, Sewerage Pumps, IT Equipment in Laboratories, Access Control, power failure to complexes and buildings, security related defects, etc.) shall be treated as emergency repairs. Breakdowns involving personal comfort will not be considered as emergency repairs unless authorised as such by the Regional Representative of this Department.

## 22. JOB CARDS ("M" FORMS) FOR REPAIRS

- 22.1 The Bidder must provide his own supply of Job Cards in accordance with the example included herein.
- 22.2 **Job Cards shall be completed in all respects for each and every repair work. Complete a separate job card for every day and service rendered. Job cards will indicate "job still in progress" and the final job card will indicate "Job Completed". The job card must be faxed the same day of completion to the Department Representative, copy left with client department, original submitted with invoice for payment.**
- 22.3 The Job Card must be completed legibly in black ink after completion of each repair. All columns of section (1) one and (2) two on the job card shall be completed by the Bidder and all un-used portions/lines of section (2) two shall be deleted and counter signed by the responsible representative of the User Department, who will also sign-off the Job Card – Section Three (3) pertains. Black ink shall be used in this regard.
- 22.4 Only the artisan who executed the repair work may sign the job card and submit it to the User Department for signature.
- 22.5 In addition to the Original Completed Job Card submitted with the account, the Bidder must submit a copy of the completed Job Card to the User Department for audit purposes and retain a third copy for his official records.
- 22.6 Failure to comply with the above could delay payment.
- 22.7 In the event where the User Department do not have an official date stamp, the onus is on the Bidder to see that the client sign and date in the allocated block on the job card.  
(No job card will be accepted should the above not be completed)
- 22.8 **No Photo copied or E-Mailed copy Job Cards will be accepted under any circumstances with invoicing.**

22.9 Having blank or incomplete Job cards signed by the User Departments before or after work is completed is deemed to be **of a fraudulent nature and is in breach of this contract and can and will lead to the cancellation of the contract.**

22.10 The Job Card must be signed by the User Department immediately after the work has been completed, not days/weeks/months thereafter.

**NOTE: All job cards ( hours spent ) are to be completed on site. The use of correctional fluid will not be allowed on any documentation.**

**23. SUBMISSION OF SUPPLIER'S INVOICES ( NON-SCHEDULED REPAIRS )**

23.1 Bidders shall submit a certified copy of the Supplier's Tax Invoice ( **ONLY SAPS Certification Accepted** ), attached to their accounts in respect of Non-Scheduled items purchased for such repairs.

**Where Ex-Stock material are used, No quotation for the ex-stock material used from any supplier will be accepted, But ONLY original or certified copy of ex-stock suppliers invoice WILL be accepted when Invoicing.**

23.2 Descriptions like "1 x compressor" or "1 x wire" are not acceptable and will lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e. make, model, serial number, size, capacity, etc. shall be listed on the account.

23.3 A separate invoice for each repair shall be submitted. Only invoices from registered and approved suppliers/dealers for the respective equipment/items/parts must be supplied.

23.4 **The Suppliers Invoice must comply with the following criteria, which will be deemed acceptable to the Department;**

23.4.1 Must be on a Company Letter Head;

23.4.2 The words 'tax invoice' in a prominent place;

23.4.3 The name, address and registration number of the supplier;

23.4.4 The name and address of the recipient;

23.4.5 An individual serialized invoice number and the date upon which the tax invoice is issued;

23.4.6 Description of the goods or services supplied;

23.4.7 The quantity or volume of the goods or services supplied;

23.4.8 Either;

23.4.8.1 The value of the supply, the amount of tax charged and the consideration for the supply; or

23.4.8.2 Where the amount of tax charged is calculated by applying the tax fraction to the consideration, the consideration for the supply and either the amount of the tax charged, or a statement that it includes a charge in respect of the tax and the rate at which the tax was charged.

23.5 Prices must be clear with no corrections; no Correction ink may and must not be used on any documentation.

- 23.6 The supplier's address and contact details must be clear and current (contactable)
- 23.7 The items listed on the supplier's invoice must be related to the service in question and correlate with items claimed for on job card.
- 23.8 Failure to comply with the above will result in non-payment or a delay to this particular Payment.
- 23.9 The Department reserve the right to scrutinize all supplier's invoices, prices for items supplied and services rendered shall be market related.

## 24. INVOICES FROM BIDDER

- 24.1 Invoices for services rendered, must be accompanied by **Original Job Cards, Official Instruction, Suppliers Invoices for Non-Scheduled items claimed for and Photos taken from Commencement, Duration and Completion ( Not less than fifth teen (15)**. The price for each item on the job card shall be cross referenced with the applicable price for similar items in the original Bid document by means of the page and item numbers e.g. 2.2 (page 2, item 2)
- 24.2 The following information is required on the layout of an invoice:
  - 24.2.1 Invoice must be on company's letterhead;
  - 24.2.2 Invoice must be addressed to Department of Public Works;
  - 24.2.3 Invoice must have invoice date and invoice number;
  - 24.2.4 If VAT registered , invoice must indicate "TAX INVOICE" and company's VAT registration number must appear on invoice;
  - 24.2.5 Invoice to indicate the address of Client Department. Area where service was rendered;
  - 24.2.6 CPT or ID reference and order numbers must appear on invoice;
  - 24.2.7 Full description of the work that was carried out;
  - 24.2.8 The name and email address of the Departmental respective, Works Manager that instructed the service.
- 24.3 **Services on site:**
  - 24.3.1 Services are not compulsory
  - 24.3.2 Services can be cancelled at the Department's discretion.
  - 24.3.3 Services can only be executed on the receiving of a call centre complaint from the Regional Representative.
  - 24.3.4 Services completed without call centre complaint number will not be paid by the Department
  - 24.3.5 The Department will not pay services requested that the Client Department requested direct to the Contractor to perform without the DPW Official instruction.
  - 24.3.6 Where major work, extensive repairs, replacement of equipment or where there is damage to facilities or equipment; the contractor shall include photos of the entire repair process attached to the invoice showing the first steps of inspection to the completion of the work.

## 25. PAYMENT TO CONTRACTORS

- 25.1 Invoices must be submitted frequently on completion of services, but it is requested from the Bidders to submit invoices not later than 7 days after completion of any job.
- 25.2 Should the late submitting of invoices frequently occur without valid reason the Department will have the right to terminate the contract.
- 25.3 Bidders are also urge to submit all outstanding invoices within six (6) months after completion of this contract. TAKE NOTE that long outstanding invoicing for more than three years from date of completion of the service, will not be concurred for payment, the Prescription act will be implied due to the contractor not submitting the invoices in time.
- 25.4 The Irregular and Non-Compliant submission of invoices in respect of completed work shall be taken into account in the assessment of a Bidder's overall performance.
- 25.5 Payment of invoices complying with all the requirements will be made within 30 days after official departmental receipt of correct invoices.
- 25.5.1 NOTE: Any errors made by the Bidder, intentionally or unintentionally in the compilation of the job cards and for accounts discovered at a later stage, shall be rectified and the over payment recovered by the Department.
- 26. PROFIT ON MATERIAL**
- 26.1 Percentage mark-up is allowed on non-scheduled material only and shall be the percentage as rated in schedule two. The total discount obtained from the supplier shall be credited to the Department. The percentage mark-up shall then be calculated on the total discount price excluding VAT. The mark-up ceiling shall not exceed 20%.
- 27. HOURS OF WORK**
- 27.1 The Bidder shall undertake to carry out the repair/servicing during normal working hours, **UNLESS PRIOR** arrangements for working outside normal working hours have been requested by the User Department and approved by this Department. Such work done outside normal working hours shall be claimed as per labour scheduled rate in Schedule Two, on non-schedule items only.
- 29. EXECUTION OF WORK BY OTHERS**
- 29.1 Although this bid includes day-to-day repairs to all Sate Own Buildings under the jurisdiction of this Department, the respective User Departments who are responsible for minor repairs, reserves the right to carry out such minor repairs by others.
- 30. RE-STRICITION ON THE USE OF LABOUR**



- 30.1 Where possible and practical Bidders are to make allowance for on-site training of un-skilled basic mechanical work.
- 30.2 All work on this contract is to be carried out with hand labour where possible by workers recruited from the local area. Wage rates are to be negotiated with the local civics and chiefs of the relevant area ( tribal communities ).
- 30.3 The Department may request the contractor shall supply a detailed list of all employed casual workers.

### **31. MARKING OF EQUIPMENT**

- 31.1 The Bidder shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique, issued by the Department and stamped on a metal plate and pop riveted to the installation. The marking shall be in a conspicuous position, but shall not deface the appearance of the installation. Where equipment is already marked with inventory numbers, such will be used and recorded.

### **32. SUBMISSION OF PROGRESS REPORTS**

- 32.1 The Bidder shall be required to provide the Department with a progress report on a weekly basis of all services that are in progress and of those completed. The progress report shall include the status of each job i.e. "completed" or in "progress" as well the completion date or expected completion date and reasons for delay. The progress report can either be submitted individually to each respective Works Manager or as one report with a breakdown highlighting each Works Manager's work. The progress reports must be submitted every Friday or the preceding day if it falls on a public holiday. Job Cards for completed work should also be scanned and emailed to the respective works managers on a weekly basis.

### **33. NATIONAL DEPARTMENT OF PUBLIC WORKS and INFRASTRUCTURE CALL CENTRE**

- 33.1 The Department has a National centralised Call Centre based in Pretoria which deals with all unplanned and terms contracts complaints. These complaints are subjected to close times which are linked to this contracts in respect of the times frames to react to the required service delivery. The successful Bidder shall comply with these times frames and report close calls ( service completed ) on a weekly basis as above.

### **34. IMPORTANT NOTICE**

- 34.1 **THE SUCCESSFUL BIDDER WILL BE SUBJECTED TO POSITIVE SECURITY CLEARANCE.**

### **35. ASSOCIATED ELECTRICAL WORK**

35.1 The Contractor may be required to undertake repairs to electrical work associated with control systems, starters, motors and engine protection equipment including power conductors.

35.2 **NOTE:**

**All such work shall be carried out by, or under the supervision of a Licensed Electrician only and all work done shall comply with the Standard Wiring Regulations, S.A.B.S. 0142, as well as the Department's Standard Specification for Electrical Equipment and Installations for Mechanical Services, Issue VIII, 1984. All electrical work falls within the scope of this document and is the responsibility on the main contractor.**

**SUMMARY PAGE**

	<b>SUMMARY</b>		
<b>SCHEDULE 1:</b>	<b>SUB TOTAL</b>		<b>R</b>
<b>SCHEDULE 2:</b>	<b>SUB TOTAL</b>		<b>R</b>
	<b>VAT ( if Registered )</b>	<b>15%</b>	<b>R</b>
	<b>Grand Total</b>		<b>R</b>

**VAT Registration No :** \_\_\_\_\_ **( if applicable)**

**Grand total to be carried over to DPW 07 (FM) Offer and Acceptance Form in Document, Failing to do so will Deemed to be a Non - Responsive Bid.**

**TAKE NOTE:**

**That once rates are calculated and found that calculation error has been made whatsoever the Department will not give you the opportunity to rectify this error and will disqualify the Bid (Schedule 1 or 2 Non-Schedule)**

- 1 This document must be completed in full, each page initialed, the last page signed and the completed document returned by the closing date.
- 2 All items reflected in the schedule will automatically be omitted on acceptance of the Bid and shall be added back by the issuing of official complaint No's as required and at the discretion of the Department.

<b>NAME OF Bidder:</b>	
<b>ADRESS:</b>	
<b>CONTACT DETAILS:</b>	
<b>Cell:</b>	
<b>OFFICE No:</b>	
<b>Email:</b>	
<b>FAX No:</b>	

**SIGNED** \_\_\_\_\_ **DATE** \_\_\_\_\_

## SCHEDULE ONE

ITEM	DESCRIPTION	Unit	Qty.	Rates Material	Rate Labour / Travelling	TOTAL
<b>1</b>	<b>REMOVAL AND REPLACEMENT OF ROOF COVERINGS; NOTE: This type of work will be for removal and replacement of roof coverings in small areas due to storm damage</b>					
1:1	Removal of asbestos roof coverings as per asbestos act	M <sup>2</sup>	400			
1:2	Remove and replace profiled metal roof sheeting, purlins to remain.	M <sup>2</sup>	400			
1:3	Remove profiled metal roof sheeting including damaged purlins	M <sup>2</sup>	400			
1:4	Remove and replace concrete or clay roof tiles battens to remain	M <sup>2</sup>	500			
1:5	Remove concrete or clay roof tiles and damaged battens.	M <sup>2</sup>	700			
1:6	Remove and replace fibre cement roof slates battens to remain.	M <sup>2</sup>	400			
1:7	Remove fibre cement roof slates and damaged battens	M <sup>2</sup>	450			
<b>2</b>	<b>REPLACE / REPAIR DAMAGED CEILINGS</b>					
2:1	<b>NOTE: This type of work will be in Small areas due to damage that may occur.</b>					
2:2	Remove / replace existing gypsum plaster board ceiling's including damaged brandering	M <sup>2</sup>	400			
2:3	Replace / Remove existing Nu-Tech board including damaged brandering	M <sup>2</sup>	500			
2:4	Replace / Remove existing damaged Rhino coved cornice and prepare surface	M	700			
2:5	Replace damaged 9mm x 45mm wooden cover strips	M	400			
2:6	Replace Eaves	M <sup>2</sup>	500			

	<b>SUB TOTAL</b>					R
2:7	Paint ceilings and eaves white	M <sup>2</sup>	400			
<b>3</b>	<b>GUTTERS</b>					
3:1	Cleaning of gutters, downpipes and shoes,	M	500			
3:2	Replace or Repairs PVC Gutters	M	650			
3:3	Replace or Repairs Aluminum Seamless Gutters	M	300			
3:4	Replace or repairs fibre cement gutter	M	350			
3.5	Remove asbestos gutters as per asbestos act	M <sup>2</sup>	300			
<b>4</b>	<b>EXCAVATION</b>					
4:1	Hack up and remove concrete Footings	M <sup>3</sup>	500			
4:2	Over 0,0mm and up to 100mm thick concrete Slabs	M <sup>3</sup>	400			
4:3	Over 100mm and up to 150mm thick concrete Slabs	M <sup>3</sup>	300			
4:4	Over 150mm and up to 300mm thick re-inforced concret surfaces	M <sup>3</sup>	300			
<b>5</b>	<b>WATERPROOFING</b>					
5:1	Remove and repairs to tiled roof with an approved waterproofing system applied as per manufactures specification with the paint and membrane method	M <sup>2</sup>	500			
5:1	Repairs to flat concrete roofs with an approved waterproofing system applied as per manufactures specification with the torch on method 4mm thick	M <sup>2</sup>	300			
5:2	Repairs to metal roof sheets with an approved waterproofing system applied as per manufactures specification with the paint and membrane method	M <sup>2</sup>	400			
5:3	Replace roof screws with washers steel or rubber for water tightness	No	800			
5:4	Seal roof screws and make watertight	No	500			

	SUB TOTAL					R
<b>6</b>	<b>TIMBER</b>					
6:1	Remove and replacement of barge boards and fascia boards. (timber)	M	400			
6:2	Remove and repair /re-fix barge boards and fascia boards.(timber)	M	400			
6:3	Remove and replacement of PVC fascia/barge board	M	300			
6:4	Remove and repair/re-fix PVC fascia board.	M	400			
6:5	Remove and replacement of Nutec fascia board	M	500			
6:6	Remove and repair/re-fix Nutec fascia board	M	500			
<b>7</b>	<b>Remove / Replacement of timber beams(no Black Cross timber) SANS Approved Timber</b>					
7:1	114mm x 38mm SA Pine	M	500			
7:2	76mm x 50mm SA Pine	M	300			
7:3	228mm x 38mm SA Pine	M	300			
7:4	228mm x 50mm SA Pine	M	500			
<b>8</b>	<b>ROOF COVERING</b>					
8:1	Replace Polycarp roof sheets – Big six profile	M <sup>2</sup>	700			
8:2	Replace Polycarp roof sheets-IBR profile	M <sup>2</sup>	400			
8:3	Replace Polycarp roof sheets – Corrugated profile	M <sup>2</sup>	500			
8:4	Replace metal corrugated roof sheets including fixings and leave watertight.	M <sup>2</sup>	500			
8:5	Replace metal IBR roof sheets including fixings and leave watertight	M <sup>2</sup>	650			
8:6	Replace metal Clip-Lock roof sheets including fixings and leave watertight	M <sup>2</sup>	500			
8:7	Replace Clay Tiles	M <sup>2</sup>	500			
8:8	Replace Slate Tiles	M <sup>2</sup>	700			

	<b>SUB TOTAL</b>					R
<b>9</b>	<b>Fencing</b>					
9:1	Diamond wire mesh fencing(galvanized) 1,2m high	M	400			
9:2	Diamond wire mesh fencing(galvanized) 1,83m high	M	300			
9:3	Diamond wire mesh (plastic coated) 1,2M high	M	350			
9:4	Welded mesh ( galvanized 25x50 ) 1,2m high	M	400			
9:5	Welded mesh (galvanized 25x50) 1,83m high	M <sup>2</sup>	500			
9:6	Corner posts 1,2m high above ground level	No	450			
9:7	Corner posts 1,83m high above ground level	No	500			
9:8	Stays 1,2m high above ground level	No	400			
9:9	Stays 1,83m high above ground level	No	500			
9:10	Strands ( galvanize ) 4mm	M	500			
9:11	Strands (plastic coated) 4mm	M	300			
9:12	Standard Steel Gates 1.2x 3.1m covered with Diamond Mesh	No	500			
9.13	Repair / replace Clear View	M <sup>2</sup>	500			
9.14	Remove / Replace razor wire	M	500			
<b>10</b>	<b>VIBRACRETE WALLS</b>					
10:1	Vibracrete slabs	No	300			
10:2	Corner posts 1,2m high above ground level	No	400			
10:3	Corner posts 1,8m high above ground level	No	600			
10:4	Standard concrete posts1,2m high above ground level	No	400			
10:5	Standard concrete posts1,8m high above ground level	No	400			
<b>11</b>	<b>BRICK WORK</b>					
11.1	Half Brick Wall ( Single wall )	M <sup>2</sup>	500			
11.2	Full Brick wall ( Double wall )	M <sup>2</sup>	300			
11.3	Plastering of walls	M <sup>2</sup>	500			
<b>12</b>	<b>CONCRETE WORK ( New works )</b>					
12.1	Footings ( 20- 25mpa )	M <sup>3</sup>	400			
12.2	Slabs ( 15-20mpa )	M <sup>3</sup>	500			

	<b>SUB TOTAL</b>					R
<b>13</b>	<b>FLOOR COVERING (new to include all materials and fixing cements/glues)</b>					
13.1	Ceramic Tiles 500mm x 500mm	M <sup>2</sup>	500			
13.2	Carpet floor Tiles	M <sup>2</sup>	400			
13.3	Laminated Flooring	M <sup>2</sup>	500			
13.4	Timber Flooring	M <sup>2</sup>	400			
14.1	Scaffolding	M <sup>3</sup>	500			
	<b>SUB TOTAL</b>					R

**END OF SCHEDULE ONE**

**SUB TOTALS TO BE CARRIED FORWARD TO SUMMARY PAGE( page 29 )**



**SCHEDULE - TWO**

Items below are for the purposes for Non-Schedule Works only and must be accompanied with written instruction by PWD Representative

ITEM	NON SCHEDULE WORK: MATERIAL AND LABOUR RATES				
	It is the purposes for NON-SCHEDULE WORKS only and must be accompanied with written instruction from the National Department of Public Works Representative.				
1	<b>LABOUR ( Note the rates must be in line with Department of Labour Rates )</b>				
	The rates for labour to be a FLAT Rate and will be deemed to include for minimum labour rates, contributions to Bonus, Pension Medical Funds etc..., as well as for normal working hours INCLUDING Overtime, Saturdays, Sundays and Public Holidays				
	Traveling Time must be include in Labour Flat Rate				
1.1	<b>LABOUR ( FLAT RATE ) NON-SCHEDULE</b>				
	<b>Time spent on site.</b>	<b>Qty.</b>	<b>Unit</b>	<b>*UNIT RATE</b>	<b>TOTAL</b>
1.1.1	Labour cost of team ( Artisan / Driver + 2 Labourers )	2 000	Per Hour		
1.1.2	General Workers(for Extra Labour ON Approval ONLY)	2 000	Per Hour		
2	<b>MATERIAL</b>				
	Percentage Mark-Up on Non-Schedule Material Items (maximum 25 % )	R125 000.00	Mark Up	%	R
3	<b>TRANSPORT( transport note 1.2.4.2 for calculations)</b>	1 500	Km		R
	Calculations: distance travelled from the Town Hall of Core Town to work place and back. Rate to include the travelling time of distance travelled.				
4	<b>PLANT</b>				
	Supporting documents as proof from Hiring company if own plant is used and charged for, <b>ONLY certification by SAPS Accepted.</b>	R125 000.00	Mark Up	%	R
		<b>SUB TOTAL</b>			R

**END OF SCHEDULE TWO ( 2 )**

**NOTE:**

**ALL ITEMS TO BE PRICED**



CONTRACTOR		COMPLAINT NO: .....		ORDER NO: .....		TENDER NO: .....			
		DEPT: .....		BUILDING: .....		TOWN: .....			
		DESCRIPTION OF COMPLAINT: .....							
		REPORTED BY: .....		TEL. NO: .....		DATE: .....			
		CONTRACTOR: .....				CONTACT NO: .....			
		DESCRIPTION OF WORK EXECUTED BY THE CONTRACTOR (to be supplemented with a report if required): ..... .....							
CONTRACTOR		No	Area / Room No.	Description of material used on site			Unit E.g./m <sup>2</sup> /m/No	Qty	
		1.							
		2.							
		3.							
		4.							
		5.							
CONTRACTOR		Guarantee		Yes / No	Time period for guarantee		Serial no. / Guarantee Card no		
		Equipment							
		Workmanship							
		(A break down invoice must be separately provided to indicate labour, material, travel, equipment hire, profit & % and VAT)							
		*** A separate job card must be signed by the contractor for each day worked on site							
		Labour type		Date on site (dd/mm/yyyy)	Time in	Time out	Hrs	No. on site	Total hrs
Artisan									
Labourer									
Type of transport:		Travelled from:			KMs per return trip:				
Name of Artisan:			Job complete:	Yes No	Date of completion:				
					Signature:				
CLIENT		I certify that I personally checked the contractor's work and it has been executed satisfactorily. I have received the scrap material <input type="checkbox"/> , not received scrap material <input type="checkbox"/> (I however do not certify technical correctness of the work)							
		Name: .....				Telephone no: .....		OFFICE STAMP	
		Designation: .....		Signature: .....		Date: .....			
***Client to please retain copy for audit purposes									
DEPARTMENT		<input type="checkbox"/>	State owned			The work / service is certified as complete Signature: ..... Name: ..... Designation: ..... Date: .....			
		<input type="checkbox"/>	Leased property						
		<input type="checkbox"/>	Physically inspected						
		<input type="checkbox"/>	Telephonic confirmation with: .....						
		<input type="checkbox"/>	Tel. no: .....						

\*\*\* The contractor must submit a completely filled, signed and stamped job card together with the invoice, failing which a payment will not be effected





# public works

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

## Work Completion Certificate

Order Number: \_\_\_\_\_

Complaint Number: \_ID\_\_\_\_\_

Town: \_\_\_\_\_

Department: \_\_\_\_\_

Building: \_\_\_\_\_

Service Description: \_\_\_\_\_

Contractor: \_\_\_\_\_

Vehicle Reg no.: \_\_\_\_\_

Works Manager Name: \_\_\_\_\_

Cell no: \_\_\_\_\_

### Summary of Work Done


Date Work started: \_\_\_\_\_ Date Work Completed: \_\_\_\_\_

**Total cost/estimate of Work R.....**

Is the work completed in good satisfaction of the Department?    Y     N

Building or machine is it safe to be used by the client?            Y     N

There are no electrical shock on any part of the building?        Y     N

Other: \_\_\_\_\_

Remarks by the Client Department (If Any) \_\_\_\_\_

Contractor sign: \_\_\_\_\_ Date: \_\_\_\_\_

Client sign: \_\_\_\_\_ Date: \_\_\_\_\_

I certify that I personally checked and I'm satisfied that the work has been executed satisfactorily.  
(However I do not certify technical correctness)

Department sign: \_\_\_\_\_ Date: \_\_\_\_\_

Works Inspected:            Y     N

CLIENT STAMP
If we set up the stamp, please fill in the stamp



**SUB TOTAL TO BE CARRIED FORWARD TO SUMMARY PAGE  
( page 29 )**

**AND GRAND TOTAL TO THE OFFER AND ACCEPTANCE FORM**

COMPLAINT NO: .....		ORDER NO: .....		TENDER NO: .....			
DEPT: .....		BUILDING: .....		TOWN: .....			
DESCRIPTION OF COMPLAINT:							
REPORTED BY: .....		TEL. NO: .....		DATE: .....			
CONTRACTOR: .....				CONTACT NO: .....			
DESCRIPTION OF WORK EXECUTED BY THE CONTRACTOR (to be supplemented with a report if required):							
.....							
.....							
.....							
<b>CONTRACTOR</b>	<b>No</b>	<b>Area / Room No.</b>	<b>Description of material used on site</b>	<b>Unit</b> <i>E.g./m<sup>2</sup>/m/No</i>	<b>Qty</b>		
	1.						
	2.						
	3.						
	4.						
	5.						
	6.						
	<b>Guarantee</b>		<b>Yes / No</b>	<b>Time period for guarantee</b>	<b>Serial no. / Guarantee Card no</b>		
	Equipment						
	Workmanship						
(A break down invoice must be separately provided to indicate labour, material, travel, equipment hire, profit & % and VAT)							
*** A separate job card must be signed by the contractor for each day worked on site							
<b>Labour type</b>	<b>Date on site</b> (dd/mm/yyyy)	<b>Time in</b>	<b>Time out</b>	<b>Hrs</b>	<b>No. on site</b>	<b>Total hrs</b>	
Artisan							
Labourer							
<b>Type of transport:</b>			<b>Travelled from:</b>		<b>KMs per return trip:</b>		
Name of Artisan:		Job complete:	Yes	Date of completion:			
		No		Signature:			
I certify that I personally checked the contractor's work and it has been executed satisfactorily. I have received the scrap material <input type="checkbox"/> , not received scrap material <input type="checkbox"/> (I however do not certify technical correctness of the work)							
<b>CLIENT</b>	Name: .....			Telephone no: .....			
	Designation: .....			Signature: .....		Date: .....	
OFFICE STAMP							

## Western Cape Region Areas to be Serviced

### **Definition of Core Areas Application to this Contract**

**The area included and circumference by the following form the Core Area**

**AREA: 1: BORDERED BY AND INCLUDING:      Cape Town Central; Core Town**

**Cape Town Central;** Moulle Point; Sea Point; Camps Bay; Scarborough; Kommetjie; Simonstown; Fish Hoek; St James; Muizenburg; Retreat; Zeekoevlei; Mitchell Plain; Wynberg; Wetton; Athlone; Mowbray; Hanover Park; Paarden Island; Salt River; Woodstock; Ndebeni; Hout Bay

**AREA: 2: BORDERED BY AND INCLUDING:      Bellville; Core Town**

**Bellville;** Millerton; Maitland; Tabelview; Melkbosstrand; Durbanville; Bothasig; Welgelegen; Stikland; Eerst River; Faure; Parow; Goodwood; Elsie's River; Borchards Quarry; Langa; Pinelands; Khayelitsha; Kuils River; Mucasar;

**AREA: 3: BORDERED BY AND INCLUDING WEST COAST      Vredenburg; Core Town**

**Vredenburg;** Saldanha Bay; Veldrif; Langebaan; Langebaan Road; Yzerfontein; Donker Gat Defence;  
**Outside the main core area:**  
Laaiplek; Vredendal; Van Rhynsdorp; Lamberts bay; Clan William; Citrusdal; Elands Bay  
Hopefield; Piketberg; Lutzville; Klawer; Aurora; Atlantis; Mamre

**AREA: 4: BORDERED BY AND INCLUDING PAARL      PAARL      CoreTown**

**Paarl;** Wellington; Hermon; Riebeeck Wes; Riebeeck Kasteel; Malmesbury, Stellenbosch; Somerset West; Gordon's Bay; Strand; Drakenstein areas; Paardeberg;

**AREA: 5: BORDERED BY AND INCLUDING WORCESTER:      WORCESTER. Core Town**

**WORCESTER;** Montagu; Bonnievale; Robertson; De Doorns; Ceres; Woseley; Ashton; Rawsonville;  
**Outside the main core area:**  
Touwsrivier; Laingsburg; Tulbagh; Porterville;

**AREA: 6: BORDERED BY AND INCLUDING CALEDON:      Caledon: Core Town**

**Caledon;** Grabouw; Riversonderend; Swellendam; Buffeljagsriver; Bredasdorp; Hermanus  
Kleinmond; Gansbaai; Stanford; Napier; Genadendal; Greyton; Bot River; Villiersdorp; Heidelberg;

**AREA: 7: SOUTHERN CAPE & KLEIN KAROO:      OUTDSHOORN      Core Town.**

**Oudtshoorn;** Callitzdorp; Dysseldorp; De Rust; Dysseldorp; George; Mosselbay; Sedgfield; Knysna;  
**Outside the main core area:**  
Beaufort West; Murraysburg; Willomore; Uniondale; Plettenberg Bay; Prins Albert; Merweville;  
Albertinia; Herbertsdale; Stilbaai; Leeu Gamka; van Wyksdorp; Riversdale; Ladismith; Barrydale;



## **HEALTH AND SAFETY SPECIFICATION REGIONS**

### **Health and Safety Specification**

**OCCUPATIONAL HEALTH**

**AND**

**SAFETY ACT**

**AND**

**REGULATIONS**

**PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

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1. **INTRODUCTION AND BACKGROUND**

1.1 **Background to the Pre-Construction Health and Safety Specification**

- 1) The Construction Regulations of February 2014 in terms of Regulation 5(1) (b) places the onus on the Client to prepare a Pre-Construction Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.
- 2) This document serves to address all the above mentioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Works hereinafter referred to as the Client throughout this document.
- 3) This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 5(1)(h) of the Construction Regulations of February 2014 and to determine his/her suitability to perform such work in a safe and healthy manner.
- 4) When submitting his/her tender the Contractor must supply the Client with the following:
  - 4.1 A detailed Site Safety Plan indicating how the contractor will manage all Safety, Health and Environmental aspects whilst working on the Clients premises or on premises under his/her control, which must be based on the contents of this document as is required by Regulation 7(1)(a) of the Construction Regulations of February 2014.

4.2 A Cost breakdown of funds being allocated to make adequate provisions for Safety, Health and Environmental requirements as is required by Regulation 5 (1)(g) of the Construction Regulations of February 2014.

- 5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolution of the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.
- 6) The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from any legal obligation imposed on him or her.

## 1.2 **Purpose of the Pre-Construction Health and Safety Specification**

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the now promulgated Construction Regulations of February 2014 in order to reduce incidents and injuries.

The Pre-Construction Safety, Health and Environmental Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the Health and Safety of all persons potentially at risk and the potential risk to the environment may receive the same priority as other facets of the project such as Scope, Time, Cost and Quality.

## 1.3 **Implementation of the Pre-Construction Health and Safety Specification**

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up his/her project-specific Construction Phase Health and Safety Plan as indicated above. The Principal Contractor shall forward a copy of this specification to all Sub-Contractors at their bidding stage so that they can in turn prepare Health and Safety Plans relating to their operations.

## 2. **PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION**

### 2.1 **SCOPE**

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

## 2.2 **Contractual Issues**

- 2.2.1 Due to fact that this document is based on legislative requirements the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
- 2.2.2 The Client or its duly appointed representative reserves the right to stop any contractor from working whenever Safety, Health or Environmental requirements are being violated. Any resultant costs of such work stoppages will be for the Contractors account.
- 2.2.3 The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.
- 2.2.4 The Client will not entertain any claim of any nature whatsoever which has come about as result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

## 2.3 **Safety, Health and Environmental Standards and Procedures**

- 2.3.1 The Contractor will ensure that all work performed by him/her is executed in accordance with work procedures which comply with accepted safety practices and applicable safety, health and Environmental legislation.
- 2.3.2 Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.
- 2.3.4 Where procedures have been specified by this Client in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Client or it's duly appointed representative.

## 2.4 **Interpretations**

### 2.4.1 **APPLICATION**

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

### 2.4.2 **DEFINITIONS**

- 1) The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations of February 2014 shall apply unless otherwise stipulated.
- 2) Any reference to "The Contractor" includes – the Principal and Sub - Contractor unless otherwise stipulated.

## 2.5 Minimum Administrative Requirements

### 2.5.1 Notification of Intention to Commence Construction Work

- 1) The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences if required in the format of Annexure 2. A copy of this notification must be forwarded to the Client prior to the commencement of Construction work.
- 2) Copies of such notification can be obtained from any Department of Labour Office.

### 2.5.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.

- 1) The Contractor shall submit in the format of Annexure B, proof of all supervisory as well as any other relevant appointments as is required by the OHS Act and the Construction Regulations.
- 3) It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Safety, Health and Environmental Standards would not be negatively affected.
- 4) Should the Client or its representative deem such practice as having a negative effect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.

It is a specific requirement for this project that a competent Health and Safety Officer be appointed for the project on a full time basis for the duration of the Project.

### 2.5.3 Competency of Contractor's Appointed Competent Persons

- 1) Contractors' competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of "Competent Person" in accordance with the Construction Regulations of February 2014 and the Occupational Health and Safety Act, Act 85 of 1993.
- 2) The Client reserves the right to require levels of Competency, which exceeds the requirements as stipulated by the Act and or Construction Regulations.
- 3) In the event of the Client requiring additional levels of Competency, alternative arrangements will have to be made.

### 2.5.4 Compensation of Occupational Injuries and Diseases Act, Act 130 of 1993 (COID ACT)



- 1) The Contractor warrants that his and all his workmen are fully covered in terms of the COID, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client or whilst working on the Clients premises or premises under the Clients control.
- 2) The Contractor will supply proof of such insurance cover to the Client with his/her tender submission.
- 3) The Contractor undertakes to ensure that all Sub-Contractors appointed by him/her will be fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of their contractual relationship with the Contractor
- 4) The Contractor must also ensure that he has additional insurance cover that will adequately make provisions for any losses and/or his employee's acts and/or omissions whilst working on the Clients premises or on premises under the client's control.

#### **2.5.5 Occupational Health and Safety Policy**

- 1) The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer.
- 2) The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.
- 3) A copy of such policy must be included in the Site Safety Plan and the Site Safety File.

#### **2.5.6 Health and Safety Organogram**

- 1) The Contractor shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons.
- 2) In cases where appointments have not been made, the organogram shall reflect the intended persons to be appointed to such positions.
- 3) The organogram shall be updated when there are any changes in the Site Management Structure.

#### **2.5.7 Preliminary Hazard Identification and Risk Analysis and Progress Hazard Identification and Risk Analysis**

- 1) A Preliminary Hazard Identification and Risk Analysis was conducted and can be found in the format of Annexure D. This Hazard Identification and Risk Analysis was performed to make the Contractor aware of potential Hazards, which could be present on the site and may not be comprehensive.
- 2) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of construction work, and the assessed risks shall form part of the Construction phase Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:
  - a) A list of hazards identified as well as potentially hazardous tasks;
  - b) A documented risk assessment based on the list of hazards and tasks;
  - c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
  - d) A monitoring and review procedure of the risks assessment as the risks change.

- 3) The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.
- 4) The Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (tool box talk strategy to be implemented and so on).
- 5) Should the Client or its duly appointed Representative identify alternative hazardous activities performed by the Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed then the contractor will be required to perform such an exercise before continuing such work.

#### 2.5.8 Health and Safety Representative(s)

- 1) The Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.
- 2) The appointments must be in writing and the Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

#### 2.5.9 Health and Safety Committees

The Principal Contractor shall ensure that project Health, Safety and Environmental meetings are held monthly or as deemed necessary by the project requirements.

- 1) Minutes must be kept on record and filled in the Site Health and Safety File.
- 2) Meetings must be organized and chaired by the Principal Contractors' Responsible Person.

#### 2.5.10 Health and Safety Training

##### 2.5.10.1 Induction

- 1) The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety Induction Training Session before starting work. A record of attendance shall be kept in the Health and Safety file. **A suitable venue must be supplied to provide this training.**
- 2) All visitors to the site must also be subjected to site-specific induction training highlighting items such as steps to follow in the event of an emergency, restricted areas and so on.

##### 2.5.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at

hand. A record of attendance shall be kept in the Health and Safety File. All Contractors have to comply with these minimum requirements.

#### 2.5.10.3 Competency

- 1) All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out.
- 2) The abovementioned competency requirements will be assessed on a regular basis by the Client, by means of Audits, Progress Meetings, and any other means deemed fit by the Client.
- 3) The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work and records should be kept of criteria used to determine competency.
- 4) The Client reserves the right to require competencies which may exceed the Contractors standards in which case alternative arrangements will have to be made to meet the Clients requirements.

#### 2.5.11 General Record Keeping

- 1) The Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations of February 2014.
- 2) The Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, and so on are kept in a Health and Safety file held in the Site Office.
- 3) The Principal Contractor must ensure that every Contractor opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.

#### 2.5.12 Health and Safety Audits, Monitoring and Reporting

- 1) The Client shall conduct monthly Health and Safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of Health and Safety.
- 2) The Principal contractor is obligated to conduct similar audits on all Contractors appointed by him/her.
- 3) Detailed reports of the audit findings and resultant corrective measures shall be reported on at all levels of project management meetings/forums.
- 4) Copies of the Clients audit reports will be forwarded to the Contractor and must be kept in the Site Health and Safety File.
- 5) The Principal Contractor must audit the activities and administration of all appointed Sub-Contractors, forward a copy to the Client or its representative within seven days of completion of the audit and file a copy on the Site Safety File.

#### 2.5.13 Emergency Procedures/Plans

- 1) The Principal Contractor shall submit a detailed Emergency Procedure/Plan for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan/s including the following key elements:
  - List of key competent personnel;
  - Details of emergency services;
  - Actions or steps to be taken in the event of the specific types of emergencies;
  - Information on hazardous material/situations.
- 2) Emergency Procedures/Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major incidents/accidents major and minor and any other anticipated emergencies.
- 3) The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be available to site personnel.
- 4) Emergency procedures/Plans must be developed by a competent person such as a Safety, Health and Environmental Officer or in the absence of a Safety, Health and Environmental Officer by the Construction Work Supervisor.
- 5) Emergency Procedures/Plans must form part of the Agenda of monthly safety meetings as the Procedures/Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.

#### 2.5.14 First Aid Boxes and First Aid Equipment

- 1) All Contractors shall appoint in writing First Aider(s) in terms of legislative requirements.
- 2) The appointed First Aider(s) must be sent for accredited first aid training should they not have received such training prior to commencement of work on site.
- 3) Valid certificates to be kept on site in the Site Safety File.
- 4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.
- 5) All Contractors with more than 5 employees shall supply their own first aid box
- 6) In the event of hazards chemical substances being present on site, first aiders must be trained to address any incidents of accidental exposure and their first aid kits stocked accordingly

#### 2.5.15 Accident / Incident Reporting and Investigation

- 1) Injuries are to be categorized into the following categories:
  - 1) first aid;
  - 2) medical;
  - 3) disabling; and
  - 4) Fatal injuries.

- 2) All Contractors have to report on the 4 categories of injuries to the Principal Contractor as soon as is reasonably practicable.
- 3) The Principal Contractor must stipulate in his/her construction phase Health and Safety plan how he/she will handle each of these categories.
- 4) When reporting injuries to the Client, these categories shall be used.
- 5) All injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.
- 6) The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.
- 7) All incidents taking place in terms of Section 24 of the Act must be reported in the prescribed period and manner to the Department of Labour.
- 8) Copies of Section 24 reports, including WCL 1 & 2 forms must be forwarded to the Client immediately after completion.

#### 2.5.16 Hazards and Potential Situations

- 1) The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.
- 2) Should a hazardous situation require work stoppages the work must be stopped and corrective steps taken such as written Safe Work Procedures and issuing of Personal Protective Equipment.

#### 2.5.17 Personal Protective Equipment (PPE) and Clothing

- 1) The Contractor shall ensure that all workers are issued and wear Hard Hats, Safety Boots/Shoes and Overalls.
- 2) The Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times.
- 3) The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:
  - Lost or stolen;
  - Worn out or damaged.
- 4) The above procedure applies to Contractors and their Sub-Contractors.
- 5) The Contractor must ensure that no person enters the Site without the required Personal Protective Equipment.
- 6) Visitors to the Site must be provided with the required PPE such as Hard Hats, Earmuffs and Eye Protection.
- 7) Records of all PPE issued to staff must be kept on site in the Site Safety File.
- 8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.

- 9) Safety belts are not to be allowed on site due to its associated potential of injury to the user; only double lanyard safety harnesses are permitted.
- 11) Suitable eye protection must at all times be worn by the worker when performing grinding, chipping, chasing and other associated activities.
- 12) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.
- 13) Any person performing welding or brazing work will wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.
- 14) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid resistant overalls must be provided.
- 15) Ear protection must be worn in designated noise zone (in excess of 85dB)
- 16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.
- 17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.
- 18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

#### 2.5.18 Occupational Health and Safety OHS Signage

- 1) The Contractor shall provide adequate on-site OHS signage including but not limited to: "no unauthorized entry", "report to site office", "site office", "beware of overhead work", "hard hat area".
- 2) Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.
- 3) In the event where work is being performed on a premises displaying signage such as no-parking, speed limits and so on, the Contractor will abide by the requirements of such signage except if otherwise instructed.

#### 2.5.19 Permits

- 1) The Contractor shall draft and implement where required permits which may include the following:
  - Use of Explosives and Blasting;
  - Work for which a fall prevention plan is required;
  - Use of cradles, and
  - Electrical work
  - Hot works
- 2) The Contractor will ensure that where permits are required that it is used and adhered to.

#### 2.6 Physical Requirements

### **2.6.1 Demolition Work**

- 1) Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client.
- 2) Such Safe Work Procedures' must where possible be submitted with the Site SHE Plan
- 3) Acceptance will then be issued to the Principal Contractor to proceed with the demolition work.
- 4) The Principal Contractor shall ensure that demolition work complies with the Construction Regulations of February 2014.
- 5) In the event where a structure identified for demolition includes substances such as lead or asbestos it must be performed within the requirements of the applicable legislative.

### **2.6.2 Excavations, Shoring, Dewatering or Drainage**

- 1) All excavation work must be performed under the supervision of a Competent Person as specified in Annexure B of this document and the Construction Regulations of July 2003.
- 2) Adequate Shoring and Bracing must be provided where required to ensure that the health and safety of the employees working in such excavations are not put at risk.
- 3) Adequate provisions must be made to ensure that water is drained from excavations which may enter such excavations as a result of seepage or rain.
- 4) All excavation made by the Contractor must be clearly demarcated and protected to prevent accidental access.
- 5) Barricading tape may only be used to make solid barricading more visible and may not be used as a means of barricading.
- 6) In addition to the abovementioned the requirements of Regulation 11 of the Construction Regulations of July 2003 must be adhered to.

### **2.6.3 Edge Protection.**

- 1) All open edges posing the risk of resulting in injuries or damage to equipment must be adequately guarded fenced or barricaded or other similar suitable means used to prevent injuries or damage to equipment.
- 2) Barricading tape is not deemed to be suitable and may only be used in addition to other suitable means as indicated above.

### **2.6.4 Explosives and Blasting**

- 1) All explosives must be transported or stored according to the requirements of SANS 0228.
- 2) Written approval must be obtained from the Chief Inspector Occupational, Health and Safety prior to any blasting activities taking place.

- 3) A copy of such permission from the Chief Inspector Occupational, Health and Safety must be supplied to the client prior to Blasting.
- 4) Prior to blasting a siren must be sounded, warning flags posted and guards placed at strategic locations points to prevent accidental entry to the blasting area.

#### 2.6.5 Stacking of Materials

- 1) Stacking and storage of materials must be performed under the Supervision of a Competent Person whom has been appointed in writing as required by Annexure B.
- 2) Storage areas must be designated, kept neat and under control. In addition to the abovementioned the requirements of General Safety Regulations as promulgated by Government Notice No R1031 dated 30 May 1986 as amended must be complied with.
- 3) In the event that unauthorized persons may enter an area where materials are stacked such area must be harricaded off to prevent access to such area.

#### 2.6.6 Speed Restrictions and Protections

- 1) Unless otherwise stipulated the speed limit on site to be adhered to is 10 Km/h.
- 2) Vehicle movement routes on site must be clearly indicated where applicable.
- 3) Signage to ensure the safe movement of vehicles on site as well as to ensure the health and safety of all employees and visitors on site must be displayed in strategic locations.

#### 2.6.7 Hazardous Chemical Substances (HCS)

- 1) All employees required to use Hazardous Chemical Substances or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regard to the requirements of the Hazardous Chemical Substances Regulations as amended in Government Gazette No 25130 of June 2003, the potential sources of exposure and the potential risks to their health caused by exposure.
- 2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.

#### 2.6.8 Asbestos

- 1) Asbestos work may only be performed subject to prior notification of the Provincial Director, Occupational Health and Safety, Department of Labour, in writing.
- 2) Proof of such notification must be supplied to the Client prior to work proceeding.
- 3) All asbestos work shall be carried out as per the Asbestos Regulations by an approved Asbestos Contractor.
- 4) All employees must be informed and receive training on aspects such as the contents and scope of the Asbestos Regulations as published in Government Gazette 23108 of February 2002, the potential risks of exposure to asbestos, precautionary measures employees have to take and all other requirements deemed necessary to provide a safe and healthy environment for all employees as specified by the Asbestos Regulations as indicated above.



- 5) All asbestos will be removed from site by an approved asbestos contractor to an approved asbestos dump site.

## **2.7 Plant and Machinery**

### **2.7.1 Construction Plant**

- 2.4 All Construction Plant must comply with and be used in conjunction with the requirements of Section 23 of the Construction Regulations and in specific that all records of inspections rendering such plant safe must be kept on site.
- 2.5 Operators will be competent and trained and copies of training certificates shall be placed on the health and safety file on site.
- 2.6 Operators shall be in possession of medical certificate declaring that they are physically and psychologically fit to operate such construction vehicle and plant and copy of medical certificate shall be on the file.
- 2.7 Original operating and medical certificates shall be kept by the operators and shall be on site in-possession of the operators at all times.

### **2.7.2 Vessels under Pressure (VUP)**

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspecting equipment regularly and keeping records of inspections;
- Providing appropriate fire fighting equipment.

### **2.7.3 Fire Extinguishers and Fire Fighting Equipment**

- 1) The Principal Contractor and Sub Contractors shall provide or ensure adequate provision of regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur.
- 2) The appropriate notices and signs must be posted up as required.
- 3) Contractors may not utilize fire protection equipment belonging to the client without prior consent.

### **2.7.4 Hired Plant and Machinery**

- 1) The Contractor shall ensure that any hired plant and machinery used on site is safe for use.
- 2) The requirements as stipulated by the OHS Act 85/1993 and Construction Regulations of February 2014 shall apply.
- 3) The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Site Health and Safety File. All relevant Contractors must ensure the same.

### **2.7.5 Scaffolding / Working at Heights**

- 1) Working at heights includes any work that takes place in an elevated position in excess of 2m.
- 2) The Contractor must submit a risk-specific fall prevention plan and include a rescue plan in accordance with the Construction Regulations of February 2014 before this work is undertaken.
- 3) The fall prevention plan must be approved by the Client before work may commence.

#### 2.7.6 Formwork and Support Work for Structures

- 1) The Principal Contractor shall ensure that the provisions of Section 10 of the Construction Regulations of February 2014 are adhered to.
- 2) These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all Formwork and Support Work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the Formwork and Support Work has been removed.
- 3) Records of all inspections must be kept in a register on site.

#### 2.7.7 Lifting Machines and Tackle

- 1) The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20).
- 2) There must be a competent appointed lifting Machinery and Tackle Inspector on site who must inspect the equipment daily or before use, taking into account that:
  - All lifting machinery and tackle has a safe working load clearly indicated;
  - Regular inspection and servicing is carried out;
  - Records are kept of inspections and of service certificates;
  - There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
  - The tower crane bases have been approved by an engineer;
  - The operators are competent as well as physically and psychologically fit to work and be in possession of a medical certificate of fitness which must be available on site.

#### 2.7.8 Ladders and Ladder Work

- 1) The Contractor shall ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.
- 2) Records of inspections must be kept in a register on site.

#### 2.7.9 General Machinery

The Contractor shall ensure compliance with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing, and training those who use machinery.

#### 2.7.10 Portable Electrical Tools and Explosive Powered Tools

- 1) The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.
- 2) The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.
- 3) The Contractor shall apply the following:
  - A competent person undertakes routine inspections and records are kept.
  - Only authorized trained persons use the tools.
  - The safe working procedures apply.
  - Awareness training is carried out and compliance is enforced at all times.
  - PPE and clothing is provided and maintained.
  - A register indicating the issue and return of all explosive rounds is implemented and maintained, and
  - That signs are posted up in the areas where explosive powered tools are being used.

#### 2.7.11 High Voltage Electrical Equipment

- 1) All contractors must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
- 2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.

#### 2.7.12 Public and Site Visitor Health and Safety

- 1) The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers.
- 2) Appropriate Health and Safety Notices and signs shall be posted up, but shall not be the only measure taken.

#### 2.7.13 Night Work

The Contractors must ensure that adequate lighting is provided to allow for work to be carried out safely.

#### 2.7.14 Transportation of Workers

- 1) The Contractor and shall not:
  - Transport persons together with goods or tools unless there is an appropriate area or section to store such goods.
  - Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
  - Permit workers to stand or sit on the edge of the transporting vehicle.
  - Transport workers in LDV's unless they are closed/covered and have the correct number of seats for the passengers.

- 2) No driver will transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
- 3) The driver of any LDV will not permit more than 2 passengers to occupy the cab of any single cab LDV and 4 passengers of any double cab LDV.
- 4) All vehicles operated on the site will in all aspects comply with the requirements of the Road Traffic Ordinance Act
- 5) Drivers of such vehicles will have a valid license for the code of vehicle being driven by them.
- 6) No servicing of vehicles will be permitted on a Construction Site, which is occupied by staff working for the Client.
- 7) Servicing or repairs of vehicles on site may only take place if such activities are performed with the necessary procedures in place to prevent any harmful effects to the environment.
- 8) All waste generated from servicing vehicles must be disposed off in accordance with relevant Environmental legislation.
- 9) In the event where Earth Moving Equipment is present on site the following must be adhered to:
  - Drivers of vehicles must be instructed to avoid parking behind earth moving vehicles to ensure that their vehicles are visible to the operator of earth moving vehicles.
  - Right of way must be afforded to earth moving machinery at all times.
  - Vehicles must only be permitted to park where possible in designated areas

## **2.8 Occupational Health and Environmental Management.**

### **2.8.1 Occupational Hygiene**

- 1) Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.
- 2) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.
- 3) Contractors must prevent inhalation, ingestion, absorption, and noise induction.
- 4) Site-specific health risks are tabled in Annexure D such as cement -dust, wood-dust, noise and so on but is not limited to these items.
- 5) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.

- 6) In the event where staff is required to be away from home due to the work they have to perform on behalf of the Contractor, the Contractor will provide suitable clean dry and hygienic accommodation, the cost thereof shall be borne by the Contractor.

#### 2.82 Environmental Management

- 1) The Contractor shall take all precautionary steps to prevent any pollution of the Environment.
- 2) Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
- 3) The Contractor will ensure that adequate procedures are implemented and maintained to ensure that all waste generated including asbestos waste is placed in suitable receptacles and removed from the site promptly.
- 4) Plans to deal with spillages must be in place and maintained.
- 5) No waste materials liquid or solid may be disposed of in drains.
- 6) No burning of waste material may take place where such material being burned may result in pollution of the air or give off toxic vapors which could be harmful to the health of employees or any other person present on site.

#### 2.8.3 Welfare Facilities

- 1) Contractors will supply sufficient toilets (1 toilet per 30 workers). Toilets will be so positioned that it is in close proximity of the workers. If more toilets are required contractors must make provision for this.
- 2) Showers (1 for every 15 workers).
- 3) Changing facilities.
- 4) Hand washing facilities, soap, toilet paper, and hand drying materials.
- 5) Waste bins must be strategically placed and emptied regularly.
- 6) Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment.
- 7) Workers must not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

#### 2.8.4 Alcohol and other Drugs

- 1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.
- 2) No person may be under the influence of alcohol or any other drugs while on the construction site.

- 3) Any person on prescription drugs must inform his/her Employer, who shall in turn report this to the Principal Contractor forthwith.
- 4) Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
- 5) Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

ANNEUXRE A

The Contractor must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHSA Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction/Building Work	Complete Annexure 2 (Construction Regulations)	Before commencement on site

2.3.2	Assignment of Responsible Persons	All relevant appointments as per OHS Act, Con Regs and Annexure B	Together with SHE Plan
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with SHE Plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	Construction Reg and Client Requirement	Together with SHE Plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with SHE Plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with SHE Plan
2.3.7	Initial Hazard Identification and Risk Assessment	Construction Regs.	Together with SHE Plan

### ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

#### ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment or as deemed necessary: (further appointments could become necessary as the project progresses)

Appointment	OHSA Reference	Requirement abbreviated
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person
Construction Manager	CR 8(1)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Construction Work Supervisor	CR 8(7)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 8(8)	A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.
Health and Safety Officer	CR 8(5)	A competent Health and Safety officer in the control of all safety related aspects on site for the duration of the repair phase of this project.
Health & Safety	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident /Accident Investigator	GAR 8	A competent person(s) to investigate incidents/accidents on site and could be: <ul style="list-style-type: none"> <li>• The employer</li> <li>• H&amp;S Representative</li> <li>• Designated person</li> </ul>

		<ul style="list-style-type: none"> <li>Members of the H&amp;S Committee</li> </ul>
Risk Assessment Co-ordinator	CR 9	A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall Protection Plan Co-ordinator	CR 10	A competent person(s) to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person(s) to address all on site first aid cases.
Lifting Machine & Equipment inspector	DMR 18	A competent person(s) to inspect lifting machines, equipment & tackle.
Scaffolding Erector	CR 16.1	A competent person(s) to erect scaffolding
Scaffolding Inspector	CR 16.2	A competent person(s) to inspect scaffolding before use and every time after bad weather etc
Temporary Works	CR 12	A competent person(s) to inspect formwork & support work
Excavation Inspector	CR 13	A competent person(s) to inspect excavation work and ensure that approved safe working procedures, are followed at all times
Ladder Inspector	GSR 13A	A competent person(s) to inspect monthly and ensure they are safe for use, keeping monthly record
Stacking Supervisor	CR 28	A competent person(s) to supervise all stacking and storage operations
Demolition Supervisor	CR 14(1)	A competent person(s) to supervise all demolition work
Explosive Powered Tools Inspector/Supervisor	CR 21	A competent person(s) to inspect & clean the tool daily and controlling all operations thereof.
Temporary Electrical Installations Supervisor	CR 24	A competent person(s) to control all temporary electrical installations.
Construction vehicles and Mobile Plant Supervisor.	CR 23(1)(k)	A competent person to inspect vehicles and plant on a daily basis prior to use and record such finding in register.
Fire-Fighting Equipment Inspector	CR 29	A competent person(s) to inspect fire-fighting equipment with required training certificate.

### OTHER REQUIREMENTS

#### ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly whichever is sooner.



What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: <ul style="list-style-type: none"> <li>• Incidents/accidents and investigations</li> <li>• Non conformances by employees &amp; External H&amp;S audit reports</li> </ul>	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. Numbers	
Risk assessment	Continuous	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: <ul style="list-style-type: none"> <li>• Scaffolding</li> <li>• Excavations</li> <li>• Formwork &amp; support work</li> <li>• Explosive tools</li> </ul>	
General Inspections	Monthly	<ul style="list-style-type: none"> <li>• Firefighting equipment</li> <li>• Portable electrical equipment</li> <li>• Ladders</li> <li>• Lifting equipment/slings</li> </ul>	

What	When	Output	Accepted by Client & date
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' Workman's Compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatory's	

## ANNEXURE D

### Project/site Specific Requirements

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

- Demolition work
- Creating openings in walls
- Preparation of paint surfaces
- Painting of walls
- Working with cement products
- Dust
- Metal/Steel work
- Exposure to noise
- Establishment of site office
- Locating of existing services
- Loading and offloading of trucks
- Aggregate/sand and other material delivery
- Protection against dehydration and heat exhaustion
- Manual and mechanical handling
- Lifting and lowering operations.
- Use of Potable electrical Equipment
  - Angle grinder
  - Electric Drilling Machine
  - Skill Saw
- Use and storage of flammable liquids and other Hazardous substances
- Site works
- Excavations
- Electrical installation work
- Mechanical works
- Working in the vicinity of the public, inmates (prisoners) and staff of the client
- Working at heights
- Working with construction machinery and plant
- Persons working in close vicinity of construction machinery and plant.
- Working with asbestos products i.e. gutters, down pipes, insulation etc.
- Hot works i.e. welding, flame cutting etc.

**NOTE:**

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

**NB:-**

**Although some of the work related to health and safety work is mentioned /noted in certain measured items in the bill of quantities it is still the contractor's responsibility to allow in his Bid price for all work related to health and safety and the requirements as per this Health and Safety Spec**

