

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

PLEASE TAKE NOTE

BID NUMBER: DBN22/11/08

ADVERT DATE: 11 NOVEMBER 2022

CLOSING TIME: 11:00

CLOSING DATE: 08 DECEMBER 2022

**BID/QUOTE PRICE: R100.00**

Site Meeting Date: 24 November 2022 @ 11:00 am (Waterval Prison)

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

The Tax Clearance Certificate for Bid Purposes from the Receiver of Revenue and the DPW-07.EC Form of Offer and Acceptance must be completed and signed in the original that is in ink. Forms with photocopied signatures or other such reproduction of signatures may be rejected.

**BID DOCUMENTS MAY BE POSTED TO**

BID SECTION  
DEPARTMENT OF PUBLIC WORKS  
Private Bag X 54315  
DURBAN  
4000

ATTENTION: BID SECTION: ROOM NO. 5  
( ACCESS IMMEDIATELY NEXT TO MAIN ENTRANCE &  
SECURITY CONTROL TO PROCUREMENT BANKING HALL)

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

OR

THE BID DOCUMENTS MAY BE DEPOSITED IN A BID BOX  
OUTSIDE ROOM NO. 5 , AT SCM BANKING HALL/TENDER BOX  
HALL, CNR WEST (DR PIXLEY KASEME) AND ALI WAL (SAMORA  
MACHEL) STREETS, DURBAN

Technical enquiries: Mr. Vama Khumalo ( 031 314 7067/ 067 416 7424)

Administrative Enquiries: Ms Senzeni Masondo at (031 314 7078)

The Durban Regional Office of the Department of Public Works is open Mondays to Fridays: **07:30 – 12:45 / 13:30 – 16:00.**

For Tender purchasing cashier's office is open Mondays to Fridays: **07:30 – 12:45/ 13:30 – 14:00.**

**NB.: Late Bids/Quotes will, as a rule will NOT be accepted for consideration.**

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

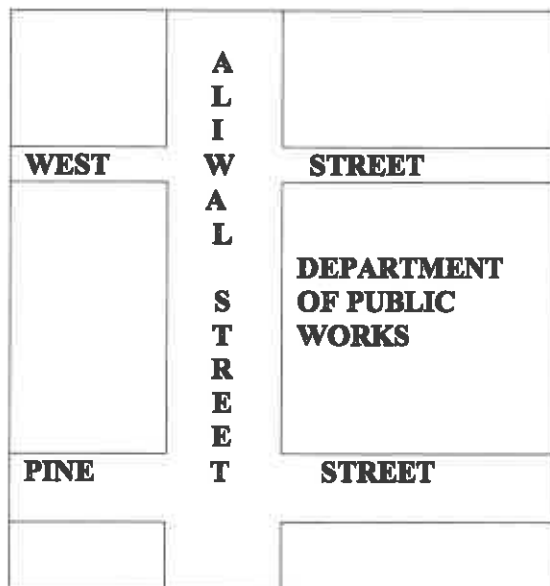
**SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.**

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

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE WITH BID/QUOTE NUMBER & CLOSING DATE CLEARLY MARKED.**

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

1. <http://www.treasury.gov.za>
2. <http://www.gov.za/bids/>  
Map DRO Nov 2005





## **ADDENDUM**

### **36 MONTHS TERM CONTRACT FOR THE OPERATION AND MAINTENANCE OF SEWERAGE TREATMENT PLANT AT DCS:**

#### **GLENCOE PRISON**

### **Addendum issued to all tenderers for DBN22/11/08**

Bidders to note that the tender published on 11 November 2022 has been amended as per attached specification,

- Schedule 2: operations for sewerage plant; number of hours have been listed to prevent having different hours coming from bidders.
- Schedule 5: Transport: a column has been added which has a fixed number of kilometres per year and also the notes under transport have been amended to give an understanding of the travelling perimeters.

**Regards**

**Vama Khumalo**  
**Project Manager**  
**Date: 21/11/2022**

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

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

<b>Project title:</b>	DCS: OPERATION AND MAINTENANCE OF SEWERAGE TREATMENT PLANT, THIRTY-SIX (36) MONTHS TERM CONTRACT FOR GLENCOE PRISON
-----------------------	---

<b>Tender no:</b>	DBN22/11/08	<b>Reference no:</b>	19/2/3/2/14/210
<b>Advertising date:</b>	11/11/2022	<b>Closing date:</b>	08 December 2022
<b>Closing time:</b>	11:00am	<b>Validity period:</b>	84 calendar days (12 Weeks)

## 1. REQUIRED CIDB GRADING

It is estimated that tenderers should have a CIDB contractor grading designation of **3 ME or 3 CE\*** or higher.  
\* Delete "or select tender value range select class of construction works" where only one class of construction works is applicable

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **select tender value range select class of construction works PE or select tender value range select class of construction works PE\*** or higher.  
\* Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable

## 2. RESPONSIVENESS CRITERIA

### 2.1 Substantive responsiveness criteria

Only tenderers who are responsive to the following substantive 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:

1	<input checked="" type="checkbox"/>	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	<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).
3	<input checked="" type="checkbox"/>	Use of correction fluid is prohibited.
4	<input checked="" type="checkbox"/>	Submission of (DPW-07 EC): Form of Offer and Acceptance.
5	<input checked="" type="checkbox"/>	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
6	<input checked="" type="checkbox"/>	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
7	<input checked="" type="checkbox"/>	Submission of DPW-09 (EC): Particulars of Tenderer's Projects.
8	<input checked="" type="checkbox"/>	Submission of DPW-16 (EC): Site Inspection Meeting Certificate
9	<input type="checkbox"/>	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.
10	<input checked="" type="checkbox"/>	Submission of DPW-21 (EC): Record of Addenda to tender documents
11	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities / <del>Lump Sum Document</del> (complete document inclusive of all parts) together with his tender.

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".

**Tender no: DBN22/11/08**

12	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced and completed sectional summary- and final summary pages with the tender.
13	<input type="checkbox"/>	Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017
14	<input checked="" type="checkbox"/>	Submission of Original Sworn B-BBEE Affidavit attested by Commissioner of Oaths or CIPC Certificate or SANAS Approved B-BBEE Certificate, Valid at the time of closing (subject to verification).
15	<input checked="" type="checkbox"/>	Attendance of Compulsory Site Briefing
16	<input type="checkbox"/>	
17	<input type="checkbox"/>	
18	<input type="checkbox"/>	

**2.2 Administrative responsiveness criteria**

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

1	<input checked="" type="checkbox"/>	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
2	<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.
3	<input checked="" type="checkbox"/>	Submission of (PA-11): Bidder's disclosure.
4	<input checked="" type="checkbox"/>	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
5	<input checked="" type="checkbox"/>	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
6	<input type="checkbox"/>	Submission of DPW-15 (EC): Schedule of proposed sub-contractors
7	<input checked="" type="checkbox"/>	The tenderer shall submit his fully priced Bills of Quantities (complete document inclusive of all parts) within 14 days from request.
8	<input checked="" type="checkbox"/>	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
9	<input checked="" type="checkbox"/>	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
10	<input checked="" type="checkbox"/>	Submission of Valid proof workmans's compensation (stamped by commissioner of oaths) (COIDA)
11	<input checked="" type="checkbox"/>	Submission of Public Liability Insurance Cover
12	<input type="checkbox"/>	
13	<input type="checkbox"/>	
14	<input type="checkbox"/>	

15	<input type="checkbox"/>	
----	--------------------------	--

Tender no: DBN22/11/08

**3. PRE-QUALIFICATION CRITERIA**

**Preferential procurement: *Applicable***

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

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

**Functionality: *Applicable***

**Note:** All bids involving the acquisition of engineering and construction works from cidb Grade 4 and above are subjected to functionality.

**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:	70%
Functionality criteria:	Weighting factor:

**Category 1: Experience**

Successful completion of similar project ( including any extensions of contract which must be accompanied by signed supporting documents and traceable references) in Operation and maintenance of waste water treatment or water treatment plant, excluding any repair callouts and new installations

R 1 500 001,00 and above	= 40 points
R 1 000 001,00 to R 1 500 000,00	= 20 points
R 750 001,00 to R 1 000 000,00	= 15 points
R 500 001,00 to R 750 000,00	= 5 points
R 1,00 to R 500 000,00	= 0 points

40

Bidder to submit the following copies for evaluation:

- a) Signed award or Appointment Letter stating award date, tender number or work reference number, type of service rendered, area/site of rendered service and contract value all with traceable reference. (Projects within the last 7 years)
- b) A completion certificate or close-up report aligned with the above bulletin (a) stating completion date, type of service rendered signed by the clients delegated authority and project manager with traceable references. (Projects within the last 7 years)

<p><b>Category 2: Human Resources (Plant Supervisor, Artisan, Operators and Assistants must be employed by the bidding company)</b></p> <p><b>2.1: Supervisor</b></p> <p>a) Plant supervisor, with 7 or more years experience after qualification in Waste Water Treatment Plant Operations = 15 Points</p> <p>Bidder to submit CV accompanied by copies of qualification with Water Care Management Certificate with traceable references. (subject to verification)</p> <p><b>2.2: Process Controller or Waste Water Plant Operator</b></p> <p>a) 3x Process Controllers or Waste Water Plant Operators with 3 or more years experience in Waste Water Treatment Plant = 10 Points</p> <p>Bidder to submit CV accompanied by copies of National Department of Water Affairs Classification Certificate for Process Controller(s) only ( class 0-V). (subject to verification)</p> <p><b>2.3: Artisan</b></p> <p>a) Millwright, with 7 or more years of experience after qualification = 10 points b) Millwright or Mechanical Fitter, with 3 or more years experience after qualification = 5 points</p> <p>Bidder to submit CV accompanied by copies of competency certificate from any recognised South African Qualifications Authority or Institute. (subject to verification)</p> <p><b>2.4: Assistants</b></p> <p>a) 3x Operations Assistance = 5 Points</p> <p>Bidder to submit CV with at least 1 year experience, in water treatment</p> <p><b>2.5: Safety Officer or Environmental Health &amp; Safety Personnel = 5 points</b></p> <p>must be registered with SACPCMP/ HPCSA</p> <p>Bidder to submit CV accompanied by copies of registration certificate with a South African recognised council reflecting the registration number. (subject to verification)</p>	<p>45</p>
<p><b>Category 3: Transport</b></p> <p>a) Own transport ( LDV/ Bakkies or Panel Van) = 5 points</p> <p>Bidder to submit proof of ownership, Lease Agreement or Intent to hire (LDV or Panel Van) i.e. Vehicle Registration Certificate in his/her name or company name. (subject to verification)</p>	<p>05</p>

Category 4: Banking rating	
Bidder to submit bank rating from Banking Institute to justify credit risk, not older than 3 months from tender closing date as proof.	10
A or B Classification = 10 points	
C Classification = 5 points	
<b>Total</b>	<b>100 Points</b>

Tender no: DBN22/11/08

#### 4. BID EVALUATION METHOD

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

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

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.

#### 5. ELIGIBILITY IN RESPECT OF RISK TO THE EMPLOYER:

**Standard risk management assessment criteria in respect of tenders received for routine projects in the engineering and construction works environments:**

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

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

##### 5.1 Technical risks:

**Criterion 1: Experience on comparable projects during the past specify period between 5 and 10 years.**

The tendering Service Provider's experience on comparable projects during the past specify period between 5 and 10 years. The number of current and previous comparable projects performed by the Tenderer as per

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".



the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer will be *mutatis mutandis* declared non-responsive.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (building, engineering, high/low rise, etc.), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar client department irrespective of end purpose of buildings/facilities created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

**Criterion 2: Contractual commitment and quality of performance on comparable projects during the past specify period between 5 and 10 years.**

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer during the past specify period between 5 and 10 years as per

**Tender no: DBN22/11/08**

the evaluation report prepared by the Consultant Team, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (EC), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (EC). Failing to provide contactable references will result in the tender offer be *mutatis mutandis* declared non-responsive.

Aspects to be considered include, but are not limited to the following:

1. The level of progress on current projects in relation to the project programme or, if such is not available/applicable, to the contractual construction period in general;
2. The degree to which previous projects have been completed within the contractual completion periods and/or extensions thereto, and the extend of penalties imposed;
3. Project performance: time management & programming of works, timeous ordering of materials and appointment of subcontractors;
4. Financial management: payment to suppliers and cash flow problems;
5. Quality of workmanship: extent of reworks and timeous attention to remedial works;
6. Personnel resources: suitably qualified and experienced, turnover in site staff and labour force, specifically site manager and foreman;
7. Personnel management: extent of labour disputes and ability to resolving labour disputes amicably;
8. Sub-contractors: extent of turnover in subcontractors, general liaison and payment problems experienced;
9. Contract administration: contractual aspects such as complying to laws and regulations, insurances, security, submission of required documentation timeously, reaction to written contract instructions, appointments of subcontractors, etc. as can generally be expected in standard/normal conditions of contract.
10. Health & Safety: adherence to regulations and compliance, and number of transgressions & serious incidents.
11. Plant & equipment: sufficient resources on site and in time.
12. Delays: extent of causing delays, submission of claims timeously, and abuse of or exaggerated delay claims.
13. Final account: extent to which the contractor assisted in finalising the final account.

**Criterion 3: Suitably qualified and appropriately experienced human resources**

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (contract manager, site agent, site foreman including other professional, technical and/or administrative) of the tendering Service Provider to the project, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration

will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications and –competence in relation to the scope of work and work to be undertaken.

**Criterion 4: Attendance of compulsory bid clarification meeting, if applicable**

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tenderer in terms of PA-04 (EC): Notice and Invitation to Tender.

**5.2 Commercial risks:**

The financial viability assessment evaluates the risk over the life of the construction period, as to whether the tenderer will be able to deliver the goods and services which are specified in the contract and / or be able to fulfil guarantees or warranties provided for in the contract in order to complete the project successfully for the amount tendered.

**Tender no: DBN22/11/08**

Aspects to be considered include but are not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

**6. CONTRACT PARTICIPATION GOAL TARGETS AND CIDB B.U.I.L.D. PROGRAMME**

The contractor shall achieve in the performance of the contract the following Contract Participation Goals (CPGs) as described in PG-01.2 (EC): Scope of Work and PG-02.2 (EC): Pricing Assumptions and in accordance with the feasibility study, which forms part of the specifications in the CPG Section of the Specification of this contract.

(a)	Minimum 30% Mandatory Subcontracting to SMMEs in accordance with the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 as published in the Government Gazette Notice No. 40553 of 20 January 2017 – Condition of Tender.	<b>Select</b>
(b)	Minimum Targeted Local Manufacturers of Material Contract Participation Goal, in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Select</b>
(c)	Minimum Targeted Local Building Material Suppliers Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Select</b>
(d)	Minimum Targeted Local Labour Skills Development Contract Participation Goal in accordance with the cidb Standard for Contract Participation Goals for Targeting Enterprises and Labour through Construction Works Contracts as published in the Government Gazette Notice No. 41237 of 10 November 2017, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.	<b>Select</b>

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".

(e)	<b>cidb BUILD Programme: Minimum Targeted Enterprise Development Contract Participation Goal in accordance with the cidb Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts, No 36190 Government Gazette, 25 February 2013, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.</b>	<b>Select</b>
(f)	<b>cidb BUILD Programme: Minimum Targeted Contract Skills Development Goal in accordance with the cidb Standard for Developing Skills through Infrastructure Contracts as published in the Government Gazette Notice No. 43495 of 3 July 2020, as amended in cidb Best Practice Project Assessment Scheme Notice No. 43726 of 18 September 2020 – Condition of Contract.</b>	<b>Select</b>
(g)	<b>DPWI National Youth Service training and development programme (NYS) – Condition of Contract.</b>	<b>Select</b>
(h)	<b>Labour Intensive Works – Condition of Contract.</b>	<b>Select</b>
(i)		<b>Select</b>

**Tender no: DBN22/11/09**

(j)		<b>Select</b>
-----	--	---------------

## 7. COLLECTION OF TENDER DOCUMENTS

- Bid documents are available for free download on e-Tender portal [www.etenders.gov.za](http://www.etenders.gov.za)
- Alternatively; Bid documents may be collected during working hours at the following address SCM Banking Hall, Durban Regional Office, Cnr West (Dr. Pixley Ka Seme) and Aliwal (Samora Machel) Street, Durban, 4000. A non-refundable bid deposit of R 100 is payable (cash only) on collection of the bid documents.

## 8. 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 or virtual bid clarification / site inspection meeting. are:

<b>Venue:</b>	Dept. of Correctional Services, Waterval Prison, eMadlangeni South Africa co-ordinates: -27.7906252,30.2634488		
<b>Virtual meeting link:</b>	N/A		
<b>Date:</b>	24 November 2022	<b>Starting time:</b>	11:00am

## 9. ENQUIRIES

Enquiries related to tender documents may be addressed to:

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".

<b>DPWI Project Manager:</b>	Mr. Vama Khumalo	<b>Telephone no:</b>	031 314 7067
<b>Cellular phone no:</b>	0674167424	<b>Fax no:</b>	031 337 5868
<b>E-mail:</b>	vama.khumalo@dpw.gov.za		

#### 10. DEPOSIT / RETURN OF TENDER DOCUMENTS

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

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

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

**Tender no: DBN22/11/08**

<p><b>Tender documents may be posted to:</b></p> <p>The Director-General Department of Public Works and Infrastructure Private Bag X 54315 Durban 4000</p> <p><b>Attention:</b> <b>Procurement section: Room 5</b></p>	<p><b>OR</b></p>	<p><b>Deposited in the tender box at:</b></p> <p>National Dept. of Public Works Durban Regional Office Corner West (Dr. Pixley Ka Seme) and Aliwal (Samora Machel) Street, Durban, 4000 Room 5</p>
--	------------------	--

#### 11. COMPILED BY:

Mr. Vama Khumalo		10.11.2022
Name of Project Manager	Signature	Date

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

<b>Project title:</b>	<b>DCS: OPERATION AND MAINTENANCE OF SEWERAGE TREATMENT PLANT, THIRTY-SIX (36) MONTHS TERM CONTRACT FOR GLENCOE PRISON</b>		
<b>Tender / Quotation no:</b>	DBN22/11/08	<b>Reference no:</b>	19/2/3/2/14/210

### OFFER

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

***Operation and Maintenance of Sewerage Treatment Plant for 36 Months Term Contract.***

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

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

**THE TOTAL OFFER INCLUSIVE OF ALL APPLICABLE TAXES (All applicable taxes\* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:**

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

The amount in words takes precedence over the amount in figures. The award of the tender may be subjected to further price negotiation with the preferred tenderer(s). The negotiated and agreed price will be considered for acceptance as a firm and final offer.

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

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

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

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

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

Tender / Quotation no: DBN22/11/08

<b>AND WHO IS (if applicable):</b>	
Trading under the name and style of: .....	
<b>AND WHO IS:</b>	
Represented herein, and who is duly authorised to do so, by:  Mr/Mrs/Ms: ..... In his/her capacity as: .....	<b>Note:</b> A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

**SIGNED FOR THE TENDERER:**

Name of representative	Signature	Date

**WITNESSED BY:**

Name of witness	Signature	Date

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

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

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

**SECURITY OFFERED:**

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

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Insurance Act [Long-Term Insurance Act, 1998 (Act 52 of 1998) or 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.

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

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

Tender / Quotation no: DBN22/11/08

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

.....  
 .....

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

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

Fax No .....

Postal address .....

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

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

CIDB Registration Number: .....

**ACCEPTANCE**

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

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

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

Part C2 Pricing data

Part C3 Scope of work

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

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

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

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

**For the Employer:**

Name of signatory	Signature	Date

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

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

Tender / Quotation no: DBN22/11/08

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

**WITNESSED BY:**

Name of witness	Signature	Date

**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.

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

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



## PA-11: BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest (1) in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

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

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

YES / NO

2.2.1 If so, furnish particulars:

.....  
 .....

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

YES / NO

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

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

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

This form has been aligned with SBD4

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

**RESOLVED** that:

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

\_\_\_\_\_ (Project description as per Bid / Tender Document)

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

- \*Mr/Mrs/Ms: \_\_\_\_\_

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

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

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

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

17			
18			
19			
20			

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

**Note:**

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

**ENTERPRISE STAMP**

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

### RESOLVED that:

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

*(Project description as per Bid /Tender Document)*

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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



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

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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

**Note:**

- \* 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)*



PA-15.3: Special Resolution of Consortia or Joint Ventures

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

Physical address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (Postal code) \_\_\_\_\_

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

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

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

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

**Note:**

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

## PA16: 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.

- 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



P<sub>min</sub> = 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)

(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]

**9.5 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:.....**

.....





**PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF PERMANENT DISABLED STATUS**

<b>Project title:</b>	<b>DCS: OPERATION AND MAINTENANCE OF SEWERAGE TREATMENT PLANT, THIRTY-SIX (36) MONTHS TERM CONTRACT FOR GLENCOE PRISON</b>		
<b>Tender / Bid no:</b>	<b>DBN22/11/08</b>	<b>Reference no:</b>	<b>19/2/3/2/14/210</b>

I, \_\_\_\_\_ (surname and name),  
 identity number, \_\_\_\_\_ do hereby declare that I am a registered medical  
 practitioner, with my practice number being \_\_\_\_\_, practising at  
 \_\_\_\_\_ (Physical or postal addresses)  
 declare that I have examined Mr. / Ms. \_\_\_\_\_  
 identity number \_\_\_\_\_ and have found the said person to be  
 permanently disabled or having a recurring disability.

"Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being." –

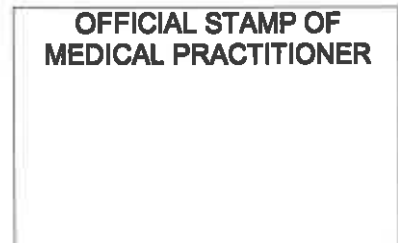
The nature of the disability is as follows:

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

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

Signature \_\_\_\_\_

Date \_\_\_\_\_



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

<b>Project title:</b>	<b>DCS: OPERATION AND MAINTENANCE OF SEWERAGE TREATMENT PLANT, THIRTY-SIX (36) MONTHS TERM CONTRACT FOR GLENCOE PRISON</b>	
<b>Tender / quotation no:</b>	DBN22/11/08	<b>Closing date:</b> 08/12/2022
<b>Advertising date:</b>	11/11/2022	<b>Validity period:</b> 84 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	Contract tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

**Tender no: DBN22/11/08**

**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						

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

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

<b>Project title:</b>	<b><i>DCS: OPERATION AND MAINTENANCE OF SEWERAGE TREATMENT PLANT, THIRTY-SIX (36) MONTHS TERM CONTRACT FOR GLENCOE PRISON</i></b>		
<b>Tender / Quotation no:</b>	<i>DN22/11/08</i>	<b>Reference no:</b>	<i>19/2/3/2/14/210</i>
<b>Closing date:</b>	<i>08/12/2022</i>		

This is to certify that I, \_\_\_\_\_ representing

\_\_\_\_\_ in the capacity of

\_\_\_\_\_ visited the site on: **24/11/2022**

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.

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

<b>Name of DPW Representative</b>	<b>Signature</b>	<b>Date</b>

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

<b>Project title:</b>	<b>DCS: OPERATION AND MAINTENANCE OF SEWERAGE TREATMENT PLANT, THIRTY-SIX (36) MONTHS TERM CONTRACT FOR GLENCOE PRISON</b>		
<b>Tender no:</b>	<b>DN22/11/08</b>	<b>Reference no:</b>	<b>19/2/3/2/14/210</b>

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

	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>

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

<b>Name of Tenderer</b>	<b>Signature</b>	<b>Date</b>





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

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

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

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

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

**1. General Conditions**

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

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

Where

- x is the Imported content in Rand  
y is the bid price in Rand excluding value added tax (VAT)

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

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



**PA36: Declaration Certificate for Local Production and Content for Designated Sectors.**  
(This form has been aligned with NT - SBD 6.2)

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Valve Products and Actuators</u>	<u>70%</u>
_____	____%
_____	____%

3. Does any portion of the goods or services offered have any imported content?  
(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

The relevant rates of exchange information is accessible on [www.resbank.co.za](http://www.resbank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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





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

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

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

**IN RESPECT OF BID NO. ....**

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

**NB**

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

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

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

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

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



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

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

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

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

**SIGNATURE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

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

**WITNESS No. 2** \_\_\_\_\_

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

## Annex C

### Local Content Declaration - Summary Schedule

(C1) Tender No. \_\_\_\_\_  
 (C2) Tender description: \_\_\_\_\_  
 (C3) Designated product(s) \_\_\_\_\_  
 (C4) Tender Authority: \_\_\_\_\_  
 (C5) Tendering Entity name: \_\_\_\_\_  
 (C6) Tender Exchange Rate: \_\_\_\_\_  
 (C7) Specified local content % \_\_\_\_\_

Pula       EU       GBP

**Note:** VAT to be excluded from all calculations

List of items		Calculation of local content					Tender summary				
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
	Valve products and Actuators										
8	Gate Valve 50mm										
8.1	Gate Valve 100mm										
8.2	Gate Valve 150mm										
8.3	Ball Check Valve 50mm										
8.4	Ball Check Valve 100mm										
8.5	Ball Check Valve 150mm										

Signature of tenderer from Annex B \_\_\_\_\_  
 Date: \_\_\_\_\_

(C20) Total tender value R \_\_\_\_\_  
 (C21) Total Exempt imported content R \_\_\_\_\_  
 (C22) Total Tender value net of exempt imported content R \_\_\_\_\_  
 (C23) Total imported content R \_\_\_\_\_  
 (C24) Total local content R \_\_\_\_\_  
 (C25) Average local content % of tender \_\_\_\_\_



## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

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

**Note: VAT to be excluded from all calculations**

Local Products (Goods, Services and Works)	Description of Items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	<b>(E9) Total local products (Goods, Services and Works)</b>		<b>R 0</b>

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) **Total local content** R 0

This total must correspond with Annex C - C24

**Signature of tenderer from Annex B**

Date: \_\_\_\_\_

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

Tender no: DBN22/11/08

Name of Tenderer .....

EME<sup>1</sup>  QSE<sup>2</sup>  Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate If youth	Indicate if woman	Indicate If person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<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
8.		%	<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
9.		%	<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
10.		%	<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
11.		%	<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
12.		%	<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

# 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> QSE: Qualifying Small Business Enterprise

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

Tender no: DBN22/11/08

## 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

<b>Name of representative</b>	<b>Signature</b>
	<b>Date</b>



**FACILITIES MANAGEMENT**

**CONDITIONS OF CONTRACT (DPW)**

**SEPT. 2005 VERSION 1**





## PA-10 (FM): CONDITIONS OF CONTRACT

### CONTENTS

<b>No.</b>	<b>CLAUSES</b>	<b>PAGES</b>
1.	Definitions	3
2.	Interpretation	4
3.	Duration	5
4.	Rights and Obligations of the Employer	5
5.	Rights and Obligations of the Service Provider	5
6.	Service Manager	6
7.	Security	6
8.	Security Clearance	6
9.	Confidentiality	6
10.	Ambiguity in documents	7
11.	Insurances	7
12.	Access to the facilities and commencement of the Services	7
13.	Programme	7
14.	Subcontracting	8
15.	Intellectual Property Rights Indemnity	8
16.	Compliance with Legislation	8
17.	Reporting on incidents	8
18.	Nuisance	9
19.	Materials, workmanship and equipment	9
20.	Urgent Works	9
21.	Indemnifications	9
22.	Variations	10
23.	Identified Projects	10
24.	Suspension of the Services	12
25.	Penalty for Non-Performance	12
26.	Payments	13
27.	Release of Security	14
28.	Overpayments	14
29.	Completion	14
30.	Assignment	15
31.	Indulgences	15
32.	Ownership and Publication of Documents	15
33.	Breach of Contract	15
34.	Stoppage and/or termination of Contract	16
35.	Dispute Resolution	17
36.	General	17
37.	<i>Domicilium Citandi et Executandi</i>	17



## 1. DEFINITIONS

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



- 1.1.18. **"Materials"** includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;
- 1.1.19. **"Month"** refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;
- 1.1.20. **"Parties"** means the Employer and the Service Provider;
- 1.1.21. **"Pricing Data"** means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;
- 1.1.22. **"Services"** means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
- 1.1.23. **"Service Provider"** means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;
- 1.1.24. **"Service Manager"** means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;
- 1.1.25. **"Scope of Work"** refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;
- 1.1.26. **"Service Period"** refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.27. **"Transitional Stage"** refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

## **2. INTERPRETATION**

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



### **3. DURATION**

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

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

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

### **5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER**

- 5.1. The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.
- 5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.
- 5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.
- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.
- 5.5. Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.
- 5.6. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.
- 5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8. During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.



## **6. SERVICE MANAGER**

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

## **7. SECURITY**

- 7.1. The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.
- 7.2. Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).

## **8. SECURITY CLEARANCE**

- 8.1. In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.
- 8.2. It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.

## **9. CONFIDENTIALITY**

- 9.1. The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:
  - 9.1.1 the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof , either in whole or in part; and/or
  - 9.2.1 the Employer shall be entitled to cancel the Contract
- 9.2. The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:
  - 9.2.1 employees, officers and directors of the Service Provider; and
  - 9.2.2 any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.



- 9.3. The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.
- 9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.

## 10. **AMBIGUITY IN DOCUMENTS**

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

## 11. **INSURANCES**

- 11.1. It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.

## 12. **ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES**

- 12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).
- 12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data
- 12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.
- 12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.
- 12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

## 13. **PROGRAMME**

- 13.1. The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.
- 13.2. The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.
- 13.3. A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.



- 13.4. Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.

#### **14. SUBCONTRACTING**

- 14.1. The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.
- 14.2. Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.

#### **15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY**

- 15.1. The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.
- 15.2. The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.

#### **16. COMPLIANCE WITH LEGISLATION**

- 16.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.
- 16.2. All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.
- 16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.
- 16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.
- 16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.
- 16.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.

#### **17. REPORTING OF INCIDENTS**

- 17.1. In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.
- 17.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.
- 17.3. The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.
- 17.4. The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.



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

## 18. NUISANCE

- 18.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.
- 18.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.

## 19. MATERIALS, WORKMANSHIP AND EQUIPMENT

- 19.1. All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.
- 19.2. The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.
- 19.3. The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.
- 19.4. All costs for tests carried out shall be deemed to be included in the Service Provider's prices
- 19.5. Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.

## 20. URGENT WORK

- 20.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to an act or omission on the part of the Service Provider.
- 20.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.
- 20.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.
- 20.4. If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

## 21. INDEMNIFICATIONS

- 21.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:
- 21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;
- 21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;



21.1.3 any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.

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

## 22. VARIATIONS

22.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.

22.2. No variation by the Employer of whatever nature shall vitiate the Contract.

22.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.

22.4. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.

22.5. Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

22.6. If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.

22.7. The Additional Services will be valued at the rates in the Pricing Data.

## 23. IDENTIFIED PROJECTS

23.1. The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.

23.2. The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.

23.3. Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

23.4. If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.

23.5 In respect of the Identified Projects, the written instruction referred to in 23.3 shall:

- (a) describe the services/works required to be executed by the Service Provider under the Identified Project;
- (b) state the due commencement and completion dates of the relevant Identified Project;
- (c) state the total cost of the relevant Identified Project as agreed to between the Parties; and
- (d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

23.6 Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.



- 23.7** Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.
- 23.8** Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.
- 23.9** If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.
- 23.10** If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.
- 23.11** If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

- V** = Delays due to rain in calendar days in respect of the calendar month under consideration.
- Nw** = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded
- Rw** = Actual rainfall in mm for the calendar month under consideration.
- Nn** = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.
- Rn** = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.
- X** = 20, unless otherwise provided in the project specifications.
- Y** = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc - Nn) calendar days, where Nc = number of days calendar days in the month under consideration

The factor (Nw - Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.



The factor  $(R_w - R_n) + X$  shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

- 23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.
- 23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.
- 23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

#### **24. SUSPENSION OF THE SERVICES**

- 24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.
- 24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.
- 24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

#### **25. PENALTY FOR NON-PERFORMANCE**

- 25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,
- 25.1.1 delays in performing any of the Services;
- 25.1.2 fails to perform any of the Services;
- 25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.
- 25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.

- 25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.
- 26. PAYMENTS**
- 26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.
- 26.2 The Service Provider shall submit a monthly certificate taking into account the following:
- 26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;
  - 26.2.2 adjustments in terms of the pricing data;
  - 26.2.3 additional work rendered by the Service Provider;
  - 26.2.4 CPAP adjustment where stated in the Contract Data; and
  - 26.2.5 VAT. Vat will be indicated separately in all documents.
- 26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)
- 26.4 The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.
- 26.5 The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:
- (1) deductions for penalties;
  - (2) deductions for overpayments;
  - (3) deductions for retention
  - (4) deductions for damages.
- 26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.
- 26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.
- 26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.
- 26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.
- 26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.
- 26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.



- 26.12 In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.
- 26.13 Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.

## 27. RELEASE OF SECURITY

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

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

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

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

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

27.3 If the form of security selected is:

- (a) a retention of 2.5% of the Contract Sum (excl. VAT); or
- (b) a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),

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

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

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

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

## 28. OVERPAYMENTS

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

## 29. COMPLETION

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

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

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



29.3.1 The Guarantee shall be returned, if applicable.

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

### **30. ASSIGNMENT**

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

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

### **31. INDULGENCES**

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

### **32. OWNERSHIP AND PUBLICATION OF DOCUMENTS**

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

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

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

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

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

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

### **33. BREACH OF CONTRACT**

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

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

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



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

### **35. DISPUTE RESOLUTION**

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

### **36. GENERAL**

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

### **37. DOMICILIUM CITANDI ET EXECUTANDI**





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

**DURBAN REGIONAL OFFICE: DCS: GLENCOE PRISON OPERATION AND MAINTENANCE OF SEWERAGE TREATMENT PLANT FOR  
A PERIOD OF 36 MONTHS.**

**BID NUMBER: 19/2/3/14/210**

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



**BID  
FOR THE  
OPERATION, SERVICES, REPAIRS AND MAINTENANCE OF SEWERAGE TREATMENT PLANT FOR A PERIOD OF  
36 MONTHS**

**OFFICE OF THE REGIONAL MANAGER  
DEPARTMENT OF PUBLIC WORKS**

**DATE:  
1**

# **INDEX**

# **PAGES**

<b>1. TERM CONTRACT FOR SEWERAGE TREATMENT PLANT</b>	<b>1 - 3</b>
<b>2. SPECIAL CONDITIONS OF TENDER</b>	<b>4 - 15</b>
<b>3. SCHEDULE 1- TECHNICAL SPECIFICATION</b>	<b>16 - 18</b>
<b>4. SCHEDULE 2- OPERATION (LABOUR AND OTHER COSTS)</b>	<b>19 - 20</b>
<b>5. SCHEDULE 3- SCHEDULED MAINTENANCE (SERVICE)</b>	<b>21 - 22</b>
<b>6. SCHEDULE 4- NON-SCHEDULED MAINTENANCE (REPAIRS)</b>	<b>23 -- 25</b>
<b>7. SCHEDULE 5- TRANSPORT</b>	<b>26</b>
<b>8. SUMMARY SHEET (TOTAL COST)</b>	<b>27</b>



## **TERM CONTRACT FOR OPERATION AND MAINTENANCE OF SEWERAGE TREATMENT PLANT.**

**This is a term contract for period of 36 months and it will cover all or some of the following requirements**

- Day to day operation
- Scheduled maintenance (service) required on monthly, quarterly, bi-annual or annually as is stipulated in the tender document.
- Un-scheduled maintenance (repairs and/ or replacements) of items directly linked to this specific tender document as requested.

### **RATES**

- The rates in the price segment include a year 1, year 2 and year 3. These prices are applicable for the period of 36 months.
- The duration of this term contract 36 months is divided into 3, the first year 12 months and the second and third year another 12 months, respectively.
- The term contract is valid for period of 36 months unless or otherwise on the extreme it may be extended by RBAC.
- As this covers day to day operation of the plant, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective payouts at the end of the 36 months term contract could exceed or be less than the offered amount.

**SPECIAL CONDITIONS OF CONTRACT (SCC) FOR TERM CONTRACTS ONLY**

**1. VALUE-ADDED TAX**

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

**2. PRICES**

- 2.1) All prices for items in this document shall include additional costs, if any that may occur as a result of the Term Contract as well as for the supply of any scaffolding, crane hire and normal plant and everything necessary for the proper execution of the work.
- 2.2) Term contract tariffs shall remain fixed for the duration of the Term Contract and no prices adjustment shall be allowed except for the increase in VAT.
- 2.3) There are no P&Gs, escalation or variation order applicable under this project.
- 2.4) This is purely a maintenance term contract valid for 36 months on existing property.
- 2.5) As this covers day to day operation of the plant, unplanned and unpredictable the offer of acceptance is therefore an estimate and will vary, meaning that the collective payouts at the end of the 36 months term contract could exceed or be less than the offered amount.
- 2.6) National Department of Public Works Regional Office Durban cannot be held accountable should the total payout at the end of 36 month term be less than the form of offer of acceptance.

**3. THE BID**

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

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

**4. DOCUMENTS**

Should there be any contradiction between these, the Special Conditions of Contract and the General Conditions of the Contract: PA10, the contradiction must be brought to the attention of the relevant official who will make a ruling, and such ruling will be final.

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

- a) The Special Condition: PA-10
- b) Occupational Health and Safety Act, Act no 85 of 1993.
- a) Municipal by-laws and any special requirements of the Local Authority pertaining to this particular term contract.
- b) Special Conditions of Contract (SCC)

The BIDDER shall study these documents and acquaint himself with the contents thereof as no claims in this regard shall be accepted.

**5. PROVISIONAL QUANTITIES**

All quantities in this BID document are provisional and inserted in order to obtain competitive tenders. The Department reserves the right to increase or decrease quantities and exclude installations during the progress of the contract and such increases or decreases shall not alter the rates for any item.

**6. RATES**

**6.1 Each item to be serviced as listed in this tender document must be priced. "No cost", "R0.00", "Free", "N/A" or unfair and unreasonable tariffs for servicing shall not be accepted and may lead to disqualification of the BID. The Department reserves the right to make such adjustments to individual tariffs in these schedules as necessary to eliminate errors, discrepancies or what they consider to be unreasonable or unbalanced rates.**

**6.2 This is not a lump sum term contract (refer to item 2 prices 2.5.**

**6.3 Any deviation, remarks or refer to where rates are required was not completed will be deemed as an alternative offer and will render the bid non responsive.**

**7. TERM CONTRACT PERIOD, RENEWAL AND TARIFF ADJUSTMENT(DURATION)**

This BID shall be valid for a period of **THIRTY-SIX (36)** months from the commencement date. Unless terminated earlier in terms of any other clause of the Special Conditions of Contract (SCC) is breached.

**8. ACCESS TO PREMISES**

The Contractor undertakes to:

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

9. **ACCESS CARDS TO SECURITY AREAS**

Should the work fall within a security area, the Contractor shall obtain, either from the S A National Defense Force, Correctional Services , S A Police Service or Client Department access cards for his personnel and employees who work within such an area.

The Contractor shall comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S A National Defense Force or S A Police Service etc.

10. **SECURITY CHECK ON PERSONNEL**

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

11 **DRESS CODE**

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

- Workers must have a COMPANY WORK SUIT with the company logo on it.

- Must have clear identification tags with name number and a photograph openly displayed with the company logo as background.
- The dress code must adhere to the OHSA in terms of protection for all workers for this particular service.

Failure to adhere to the above criteria will result in the workers not gaining entry to any site for this particular service

**12 TRAINED STAFF**

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all the necessary steps to maintain the installations and keep it in perfect working condition. The Department reserves the right to inspect the Bidder's premises for plant, equipment and general good management before the bid is awarded.

**Note:**

**A Statement of Experience gained and on what type of equipment shall be submitted with the tender.**

**13 REDUNDANT MATERIAL, RUBBISH AND WASTE**

All rubbish and waste shall be removed and disposed from the site by the Contractor.

**14 ASSOCIATED ELECTRICAL WORK (N/A)**

**Note:**

**All such work shall be carried out by, or under the supervision of a qualified person, and comply with the Occupational Health and Safety Act (Act No 85 of 1993)**

**15.1 SCOPE OF CONTRACT**

This contract is for the Operation and maintenance of sewerage treatment plant for the period of 36 months at DCS: Watervaal Prison.

The Contractor shall submit to Chief works manager a program with fixed calendar dates when equipment will be serviced within 14 days after the contract has been awarded, to enable the Chief works manager to arrange for inspections. Any deviations from this program shall be brought to the attention of the Chief works manager by email at least 7 days prior to the due servicing dates. **No services will be carried out without service call out report.**

The Contractor shall supply, at his own cost, all consumable material such as oil, grease, waste, hacksaw blades, welding rods and material for all other forms of welding,



insulation tape, cleaning materials and chemicals etc. necessary for the proper execution of repairs, maintenance and servicing. **No claims for consumables shall be accepted.** Where repairs are required to specialized items of equipment the Contractor shall arrange for such work to be carried out by specialists approved by the Department. Should the Contractor wish to make use of sub-contractors, he shall apply to the Department for written approval before making use of their services. **No mark-up or handling fees on sub-contractor's invoices shall be accepted.**

16                    **PREVENTATIVE MAINTENANCE SERVICE SCHEDULES (ANNEXURE A)**

Servicing shall be carried out strictly as stated on the service schedules and the Contractor shall after each service submit the service sheet, completed job card and quotation must be handed in to the Registry section at DPW Johannesburg for the generation of an order.

**The Contractor shall make his own arrangements for printing and duplicating of service schedules and job cards.**

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

17                    **OFFICIAL ORDER FOR REPAIRS**

a)    An official order for repairs shall be issued to the Contractor.

b)    Instructions for repairs may only be issued to Contractors by officials of this Department (DPW/ DBN) who are the appointed persons responsible to issue the instruction. For each repair the complaint number issued for that repair as well as details regarding the defects shall be given to the Contractor in writing.

**Any instruction given by the Client and attended to by the contractor will not be honored by DPW but by the Client Department.**

c)    No payments shall be made for work executed without the necessary written authority, such as official order number and signed job cards.

c)    Payments can be delayed if order numbers and complaint numbers do not appear on invoices submitted for payment and incorrect calculations.

18                    **EXECUTION OF REPAIRS**

**In the event of repairs having to be carried out urgently during the cause of a programmed service, details of such repairs shall be reported immediately to the Head of the Technical Maintenance for further instructions and/or authority to proceed**  
**No work may be carried out without prior instruction from the Head of the Technical Maintenance.**

The Contractor shall respond to all normal breakdown calls within 8 (eight) hours of receipt of the call, AND 24 (TWENTY FOUR) NORMAL WORKING HOURS INCLUSIVE OF THE 8 HOUR RESPONSE TIME TO COMPLETE THE REPAIR. Should this not be possible it is the responsibility of the Contractor to obtain an extension of time? The written request shall clearly state all the reasons for the extension request. Permission for extension shall be in writing.

For emergency services the response time shall be 2 (two) hours from the receipt of the call night or day. Only breakdowns which affect public health could cause an environmental disaster, or the operation and safety of sensitive equipment, shall be treated as emergency repairs.

In the event of the contractor not responding in the required time, the Department reserves the right to call on any other contractor to carry out the service. Any additional cost incurred shall be for the account of the successful bidder.

19                    **JOB CARDS FOR REPAIRS**

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

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

20                    **ACCOUNTS FOR SERVICING AND REPAIRS**

Accounts for servicing shall be accompanied by a Service Schedule.

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

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

**N.B**

- **Services are not compulsory**
- **Services can be cancelled at the CWM discretion**
- **Services can only be executed on the receiving of a call center complaint from CWM**
- **Services completed without call center complaint will not be paid by DPW**
- **The Department will not pay services requested by our Clients to the Contractor and attended by the Contractor without DPW Official.**

**Note:**

**Any overpayments discovered at a later stage shall be rectified and the Department shall recover the overpayment.**

The appointed bidder shall structure his quote and invoice to include the item numbers as per the Tender Document Annexure A and B

21.                    **PAYMENT TO CONTRACTORS**

Accounts can be submitted weekly or monthly. Payments of accounts complying with all the requirements shall be made **within 30 days electronically into the contractors banking account after receipt thereof.**

## 21.1 **CONTRACTORS QUOTATIONS, ORDER NUMBERS AND INVOICES**

- Prices must be clear with no corrections, no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- Because of the nature of services and repair work, being mostly of an urgent nature, the order will only remain active for payment for a period of three (3) months. Contractors must thus ensure that their invoices and supporting documents are submitted within a period of three months or give written notice via fax or letter to the Head: Supply Chain Management, citing the problem.

## 21.2 **CRITERIA APPLICABLE TO TAX INVOICES**

**A tax invoice must contain the following:**

- The words 'tax invoice' in a prominent place;
- the name, address and registration number of the supplier;
- the name and address of the recipient;
- an individual serialized number and the date upon which the tax invoice is issued
- a description of the goods or services supplied;
- the quantity or volume of the goods or services supplied;
- either-
  - (i) The value of the supply, the amount of tax charged and the consideration for the supply; or
  - (ii) 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.
- close corporation of company registration number

## 22. **PROFIT ON MATERIAL (NON SCHEDULE ITEMS)**

Percentage mark-up is allowed on non-scheduled material, equipment and requirements only and not on labour, transport and sub-contractor's services. The percentage mark-up will be calculated on the price excluding VAT. Suppliers invoice may be requested by CWM

22.1 **REQUEST FOR SUPPLIERS INVOICE FOR NON SCHEDULED ITEMS (NSI)**

Request for a SUPPLIERS INVOICE for NSI will be requested by the Works Managers and must be adhered to at all times, if and when this is requested.

The suppliers invoice must comply with the following criteria, which will be deemed acceptable to the DPW;

- Must be on a Company Letter Head
- Prices must be clear with no corrections , no tippex must be used on the quotation and invoice
- No physical corrections on either the quotation or invoice will be accepted
- The price on the invoice must correspond with the price on the quotation and order number.
- The supplier's address and contact details must be clear and current (contactable)
- The items listed on the supplier's invoice must be related to the service in question
- Failure to comply with the above will result in non-payment or a delay to this particular payment

23. **TRANSPORT COST**

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

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

24. **COMPILING AN INVENTORY AND MARKING OF EQUIPMENT**

An Inventory of all sewerage plant equipment shall be compiled by the Contractor during his first service call. The inventory shall describe the equipment in detail and the description shall indicate the make, model, size, capacity, serial number of equipment, serial numbers of attachment to the equipment i.e. fans, motors, etc.

The inventory shall also clearly state the Town/City or complex and building where the equipment is installed. The inventory shall be compiled in MS Excel

format as well as a hardcopy (4.5" disc) and an updated version shall be handed in every six months. Updated inventories must be supplied as and when components with serial number are replaced.

The Contractor shall permanently mark all new installations serviced under this contract. The number on each installation shall be unique 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.

NOTE: THE PRICE FOR MARKING OF THE EQUIPMENT AND COMPILING OF THE INVENTORY SHALL BE INCLUDED IN THE PRICE FOR SERVICING

25. CANCELLATION OF SERVICING TO INSTALLATIONS

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

26. APPROXIMATE AMOUNT

The amounts listed in the bid document are approximate. The new totals will be determined by the inventory supplied after first service. These amounts will be automatically be used throughout the duration of this service unless equipment has become redundant and is no longer required or new equipment is added.

27. CALL CENTER

The Department has a call center in place 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 by the TUESDAY OF EACH WEEK BEFORE 14H:00.

28. DRAWING UP OF SERVICE LEVEL AGREEMENT (SLA)

The successful bidder will be subjected to the drawing up of service level agreement between the client Department, DPW and the bidder as follows:

**INVITATION TO ATTEND AND PARTICIPATE:**

**IN THE DRAWING UP OF A SERVICE LEVEL AGREEMENT BETWEEN THE DEPARTMENT OF PUBLIC WORKS,OUR CLIENT DEPARTMENTS AND THE NEW SERVICE PROVIDER(CONTRACTORS).**

**THE PURPOSE:**

TO SENSATISE THE SERVICE PROVIDERS ON THE PROCEDURES REQUIRED BY ALL OUR CLIENTS TO ENABLE THEM:

- To introduce the service provider to our clients.
- To enter the premises.
- Implementation of day registers for record purposes.
- To contact the relevant person on site.
- To execute the required service's
- To exit the premises with all the relevant documents.
- To ensure that the job cards are understood and filed in properly.
- To inter phase the pilot project for the call center.
- to establish the protocol on site behavior, clear identification and adhere to OHSA
- The dos and don'ts.
- How to deal with services not completed or not completed properly.
- The closing of calls/services rendered successfully.

**THE OUTCOME**

TO FORGE A HEALTHY RELATIONSHIP WITH EVERY STAKEHOLDER FROM THE BEGINNING WHICH WILL RESULT IN A WIN-WIN SITUATION FOR ALL THE CONCERNED PARTIES?

AND

TO ESTABLISH A BENCHMARK WHEREBY SERVICE DELIVERY CAN BE MEASURED.

AND

TO AVOID THE NON COMPLAINT BY EITHER PARTIES OR THIS COULD RESULT INTO NO SERVICE DELIVERY.

**IMPORTANT NOTICE IN TERMS OF  
THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)**

In order to correctly evaluate and reconcile this tender document in terms of the Construction Regulations for submission purposes, you are advised to obtain a copy of the following documents.

- "Health and Safety Specification"
- "Occupational Health and Safety Act, 1993" (ACT 85/1993)

**Both documents may be obtained as following:**

1. Go to [www.doe.gov.za](http://www.doe.gov.za)
2. Click on documents.
3. Click on consultants documents.
4. Scroll down to item 14.

In particular and without prejudice to the Health and safety Specification documents, kindly refer to the following in the Construction Regulation (CR).

1. CR 4(1)
2. CR 4(1)(a)
3. CR 4(1)(h)
4. CR 4(2)
5. CR 5(1)
6. CR 5(4)
7. CR 5(7)
8. CR 6(6)

It is acceptable if the health and safety plan in terms of CR5(1) is made available to the client /agent after the contractors tender has been accepted and the project awarded to the specific contractor, but PRIOR to the handing over of the site.

**No work on the project shall commence without the Health and Safety Plan having been approved by the client/agent**

Kindly note that the Health and Safety Specification documents is meant to cover all contingencies for all possible projects, either initiated by the department of Public Works OR his duly appointed agent .In terms of the relevant project only that which is applicable to the project may be extracted from this document for the purpose of the Health and Safety Plan.

All of the above documentation must be available and be part of the Health and Safety File from the date of commencement of and for the duration of the project.

**EXIT CLAUSE**

**NOTE: SHOULD THE APPOINTED CONTRACTOR NOT PERFORM OR DEFAULTS ON SERVICE DELIVERY WITHIN THE FIRST THREE MONTHS THE DEPARTMENT RESERVES THE RIGHT TO CANCEL THE CONTRACT AND RECOVER THE DIFFERENCE IN PRICE BETWEEN THE CONTRACTOR IN DEFAULT AND THE NEXT CONTRACTOR RECOMMENDED TO CONTINUE WITH THE CONTRACT,( WHERE APPLICABLE.)**

**END OF THE SPECIAL CONDITIONS OF CONTRACT**



**SCHEDULE 1: TECHNICAL SPECIFICATION AND CONTRACTOR DUTIES**

Item no	Description of service	Period	Responsibility
1	The contractor is required to maintain plant and reservoir premises	36 months	Bidder/Contractor
2	The contractor is required to maintain water suppliers, electric power and communication	36 months	Bidder/Contractor
3	The contractor is required to provide training of personnel when required and legally due so	36 months	Bidder/Contractor
4	The contractor is required to do vaccination of plant personnel for sewer/water-borne diseases, e.g. typhoid fever, tetanus etc. when necessary and/or legally due so	36 months	Bidder/Contractor
5	The contractor is required to do quality water testing at a recognized institution and produce a valid laboratory test certificate or report	36 months	Bidder/Contractor
6	Allow for compensation of occupation injuries and diseases act 130 of 1993( COIDA) registration with workmen compensation	36 months	Bidder/Contractor
7	The contractor is required to supply fuel for Grass cutting with the necessary equipment for the job	36 months	Bidder/Contractor
8	Supply tools required to carry out the monthly works, i.e. hosepipes complete with both ends connection Brooms for indoors and outdoor Gardening forks, rake, wheelbarrow, rakes and pool leaf catcher Brush cutter, step ladder, gritty scoop, shovel, boulder bucket, and mops	36 months	Bidder/Contractor
9	Contractor is required to supply full PPE for plant personnel which include gloves, goggles, safety boots, overalls, t-shirts and sunhats	36 months	Bidder/Contractor
10	<b>Inlet Bar screen</b>	36 months	
10.1	Check and record static water level reservoir	36 months	Bidder/Contractor
10.2	Monitor and record flow meter readings	36 months	Bidder/Contractor
10.4	Check for leaks and record water delivery pressure	36 months	Bidder/Contractor
10.4	Record pump hours and water meter readings and electricity meter	36 months	Bidder/Contractor
11	<b>Septic Tank</b>		
11.1	Monitor the septic for any signs of overflow three times a day	36 months	Bidder/Contractor

11.2	Rinse off the top of septic tank with a hosepipe daily or once a week	36 months	Bidder/Contractor
11.3	Desludge septic tank once every six months depending on the effluent results	36 months	Bidder/Contractor
12	<b>Sludge recycling sump</b>		
12.1	Keep the sump clean and free of any debris, plastics and rags etc. Ensure that the sump float level sensor is operating properly	36 months	Bidder/Contractor
12.2	Perform sludge volume index( SVI) in a government approved laboratory	36 months	Bidder/Contractor
13	<b>Primary settling tank/ Humus Tank</b>		
13.1	Remove floating sludge three times a day by opening the top draw off valve and spraying down with hosepipe	36 months	Bidder/Contractor
13.2	Remove the bottom sludge by opening bottom draw off valve for about 2/3 minutes, this is to be done soon after the removal of floating sludge	36 months	Bidder/Contractor
13.3	Scour settling tank and check for clumps of floating sludge daily	36 months	Bidder/Contractor
13.4	Clear v-notch weirs from any plastics or blockages of any matter, daily	36 months	Bidder/Contractor
13.5	Remove scum and clean overflow weir daily by using plunger rods	36 months	Bidder/Contractor
13.6	ensure hydraulic head difference thus maximizing flow in the pipe	36 months	Bidder/Contractor
13.7	If flow is not obtained , insert a rubber hose pipe with water into the top end of the pipe at the sludge box or use plunger rods	36 months	Bidder/Contractor
14.	<b>Chlorine contact tank</b>		
14.1	Place chlorine chips or pills into the basket every Monday, Wednesday and Friday for a total of three pills per week or adequate chlorine chips	36 months	Bidder/Contractor
14.2	Check operation of chlorination facilities daily and clean chlorine contact tanks quarterly	36 months	Bidder/Contractor
14.3	Check operation of all valves and sluices monthly and perform necessary maintenance	36 months	Bidder/Contractor
15	<b>Disinfection tank</b>		
15.1	Ensure only HAZOP trained and certified staff work on the installations	36 months	Bidder/Contractor
15.2	Ensure that air gas masks are working and safely used	36 months	Bidder/Contractor

15.3	Ensure that all leakages and defective parts are replaced	36 months	Bidder/Contractor
	<b>Sludge Lagoon</b>		
15.4	Keep sludge lagoon clean from the weeds and dry sludge	36 months	Bidder/Contractor
15.5	Draw off the sludge from the humus tank onto sludge lagoon only after every three months by opening the valve to the lagoon for a short time only ( if environmentally safe to do so) otherwise excess sludge must be desludged every three/ six months	36 months	Bidder/Contractor
15.6	Keep a record of sludge age analysis for determining desludge cycle	36 months	Bidder/Contractor
15.7	Ensure that a correct type of sand( silica sand) and thickness is maintained throughout the contract for proper sand filtration process	36 months	Bidder/Contractor

**SCHEDULE 2: OPERATION SCHEDULE FOR SEWERAGE PLANT EQUIPMENTS**

Operation ( Labour must include weekends and public holidays)									
Item No	Description Servicing	Qty	Rate	Hours	Amount year 1	VAT	Amount year 2	Amount year 3	Total Amount (year 1 + year2 + year3)
1	Supervisor	1		2080		R _____			
2	Process Controller	3		8736		R _____			
3	Laborers	3		8736		R _____			
4	Safety Officer	1		896		R _____			
5	Percentage mark-up o non-scheduled materials	%							
<b>Total</b>									

P's & G, OHSA and water testing chemicals									
Item No	Description Servicing	Qty	Rate	VAT	Amount year 1	Amount year 2	Amount year 3	Total Amount (year 1 + year2 + year3)	
6	Preliminary and General								
6.1	Contractual requirements	01	SUM						
6.3	Bidder to supply and erect project name board( 2.5m x 1.2m) x 3.5m poles	01	SUM						
6.4	Bidder to remove name board at end of contract	01	SUM						

6.5	Site establishment	01	SUM						
6.7	f) Vaccination of plant personnel for sewer/water borne diseases (e.g. Typhoid fever, Tetanus etc.)	09	SUM						
6.9	<b>Occupational Health and Safety Act Specifications ( Act 85 of 93)</b>								
6.10	a) Develop a Health and Safety Plan for the contract	01	SUM						
6.11	j) Provide risk assessment for the contract	01	SUM						
6.12	k) Provide and manage resources to implement and maintain the safety plan for the contract	01	SUM						
7	<b>Water testing</b>								
7.1	Monthly water testing at a recognized institution and submit valid lab test certificate or report	12							
8	<b>Chemicals</b>								
8.1	Supply hydrochloride sodium liquid (25 liters)	12							
8.2	Supply chlorine (70 kg cylinders)	2							
	<b>total</b>								
	<b>Subtotal: labour + consumables</b>		<b>carried to summary sheet</b>						

**SCHEDULE 3- SERVICE: SCHEDULED SERVICE MAINTENANCE FOR SEWERAGE PLANT EQUIPMENTS**

**3.1. PRICES FOR SERVICING**

**NOTE:**

1. The prices for servicing include checking of equipment, oil refilling when its low and must include labour, transport, consumables, minor and incidental repairs and all other overheads.
2. Prices are to be totaled and carried over to the summary page.

<b><u>SCHEDULE 3: SCHEDULE MAINTENANCE (SERVICE) FOR SEWERAGE PLANT EQUIPMENTS</u></b>									
Item No	Description Servicing	Qty	Year 1 Unit price/ service Allow for 2 services	Amount A R C	Year 2 Unit price/ service Allow for 2 services	Amount B R C	Year 3 Unit price/ service Allow for 2 services	Amount C	Total amount A + amount B + amount C
<b>1</b>	<b>Major service of pumps</b>								
1.1	Motor 6 KW	1							
1.2	Motor 13 KW	1							
1.3	Motor 2.2 KW	1							
1.4	Motor 4.5 KW	1							

1.5	Note any physical damages or excessive wear on impeller, replace impeller if necessary	2																		
1.6	Front and rear wear plates replacement	4																		
1.8	Bearing kit replacement	4																		
<b>2</b>	<b>Service gate valves</b>																			
2.1	50mm – 150 mm valves, regrease spindle, replace handle if damaged, make sure valve is easy to open and close	10																		
<b>3</b>	<b>Service Aerator</b>																			
3.1	Replace bearings kit	1																		
3.2	Gear-box overhaul	1																		
3.3	Check aerator filtration, ensure walk-way grill is safe and secure, replace coupling	1																		
3.4	Service Motor kit	1																		
	<b>SUB-TOTAL</b>																			

**SCHEDULE 4: NON-SCHEDULE MAINTENANCE FOR SEWERAGE PLANT EQUIPMENTS**

<b><u>SCHEDULE 4: NON-SCHEDULE MAINTENANCE (REPAIRS/REPLACEMENTS) FOR SEWERAGE PLANT EQUIPMENTS</u></b>									
Item No	Description Servicing	Qty	Item price year 1	Amount A R C	Item Price year 2	Amount B R C	Item price year 3	Amount C	Total amount A + amount B + amount C
1									
<b>Small submersible waste water pumps</b>									
1.2	7.5KW, S/S or Cast Iron pump	1							
2									
<b>Submersible pump float switch (with 10 cable, weight and bracket)</b>									
2.1	1 pump with alarm or 2 pumps w/o (3 switches)	1							
3									
<b>Submersible pumps auto couplings (cast iron base, guide claw, fasteners and gaskets)</b>									
3.1	Auto coupling DN150/100 cpl	1							
4									
<b>Submersible pumps ring stands (c/w 90 degrees elbow and hose connection, fasteners and gaskets)</b>									





<b>Motors, Single phase</b>									
<b>9</b>									
9.1	Single phase, 2 pole, single capacitor 0.75KW	1							
9.2	Single phase, 4 pole, double capacitor 3KW	1							
<b>10</b>	<b>Motors, three phase</b>								
10.1	Three phase, 2 pole, 30KW	1							
10.2	Three phase, 4 pole, 75KW	1							
10.3	Three phase, 6 pole, 3KW	1							
10.4	Three phase, 6 pole, 7.5KW	1							
	Percentage mark-up on non-scheduled materials								
									<b>SUB -TOTAL</b>

**SCHEDULE 4 -- TRANSPORT**

ITEM NO	TRANSPORT COST FOR CONTRACT RELATED TRAVELLING	Rate/km	Number of Km per year	Amount year1	Amount year 2	Amount year 3	Total Amount (year 1 + year2 + year3)	
1	Transport cost of a vehicle with loading capacity of 1 ton		1200 KM				R	
2	Transport cost of a vehicle with loading capacity of 2 ton		1200 KM				R	
3	Subtotal (carried to summary page)							R

**Note:**

1. The costs of workers and drivers travelling time shall be deemed to be included with the unit rates for transport costs.
2. Travelling will be for spares required and within a 200km return trip radius of the clients district municipality, any spares purchased outside the district should be attained via courier services which the department will reimburse service provider provided all supporting documents are attached with the claim.
3. Vehicle specification such as engine capacity and proof of a valid service plan should be produced if registered.
4. For hire vehicles it should be noted that the distance are still calculated within the district municipality.
5. The Department shall not be responsible for any damages that may occur on the vehicle, but the driver or the party that is responsible for the vehicle to be used.

**SUMMARY PAGE**

**BID FOR MAINTENANCE, REPAIRS AND OPERATION ON SEWERAGE TREATMENT PLANT AND ALL SEWER TREATMENT RELATED COMPONENTS FOR THE PERIOD OF 36 MONTHS TERM CONTRACT.**

The total tender price for this service must include all labour and material required for the proper execution of the work and shall be carried over to the tender form which must be returned together with this document.

No	SCHEDULE DISCRIPTION	Year 1 AMOUNT (RANDS)	Year 2 AMOUNT (RANDS)	Year 3 AMOUNT (RANDS)	Total Year1 + year2 + year 3
1	Schedule 1: technical specification & contractor duties	R _____	R _____	R _____	R _____
2	Schedule 2: Operation, labour, P&G's water testing and chemical supply				
3	Schedule 3: scheduled Service				
4	Schedule 4: non-scheduled repairs/ replacement parts				
5	Schedule 5: transport				
	Sub Total				
	Value Added Tax( VAT)				
	<b>Total Carried forward to DPW-07</b>	<b>R</b>			

TENDER'S SIGNATURE: \_\_\_\_\_

ADDRESS \_\_\_\_\_

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

A priced specification must be submitted with the tender documents.

**The following are the existing and allowable maximum effluent quality parameters (determinants) as stipulated by the Department of Home Affairs Parameter**

	Limit
Odour	N/A
Colour in mg Pt-Co	N/A
Turbidity in NTU	10 NTU / FTU
Total Suspended Solids (TSS) in mg/l	< 25.0
Total Dissolved Solids (TDS) in mg/l	< 1000
Conductivity in $\mu\text{S}/\text{cm}$ (mS/m)	< 1500 (150)
Ph	5.5 - 9.5
E-Coli	0
Free Chlorine as Cl <sub>2</sub> in mg/l	< .25
Nitrate Nitrogen as N in mg/l	<10
Chemical Oxygen Demand (COD) in mg/l	< 75.0
Ammonia Nitrogen (as N) in mg/l	<10.0
Chloride as Cl	<200
Sulphate as SO <sub>4</sub>	<400
Sodium as Na <sup>+</sup>	<200
Temperature in °C	No limit





**public works**

Department:  
Public Works  
REPUBLIC OF SOUTH AFRICA

# **OCCUPATIONAL HEALTH AND SAFETY**

## **GENERIC GUIDELINES FOR SAFETY, HEALTH AND ENVIRONMENTAL SPECIFICATIONS**

**IN**

### **CONSTRUCTION PROJECTS, REPAIRS, RENOVATIONS & MAINTENANCE**

**MANAGED BY**

**THE DEPARTMENT OF  
PUBLIC WORKS**

**DESCRIPTION: DCS: OPERATION AND MAINTENANCE OF  
SEWERAGE TREATMENT PLANT**

## TABLE OF CONTENT

1. Preamble .....	3
2. Scope of health & safety specification document.....	5
3. Purpose .....	5
4. Definitions.....	6
5. Occupational health & safety management.....	8
5.1 Structure and organization of OHS responsibilities.....	8
5.1.1 Overall supervision and responsibilities OHS.....	8
5.1.2 Required appointment as per the construction regulation.....	10
5.2 Communication, participation & consultation.....	11
6. Interpretation.....	11
7. Responsibilities.....	12
7.1 Client.....	12
7.2 Principal contractor.....	13
7.3 Contractor.....	14
7.4 Responsibilities of Construction Health & Safety Agent (SACPCMP).....	15
8. Scope of work.....	16
9. Preparing Health & Safety Plan.....	16
10. Health & Safety File.....	19
11. OH&S Goals & Objective & Arrangements for Monitoring & Reviewing OH&S Performance..	19
11.1 Identification of Hazards & development of Risk Assessment, Standard working Procedures (SWP) & Method Statement.....	19
11.1.1. Monthly audit by client and/or its agent.....	19
11.1.2 Health & Safety incident/accident reporting and investigation.....	19
12. Review.....	21
12.1 Site Rules & other Restrictions.....	22
12.1.1 Appointment of Health & Safety Reps.....	23
12.1.2 Duties and functions of the Health & Safety Reps.....	23
12.1.3 Establishment of Health & Safety Committee.....	23
12.1.4 Training & Awareness.....	24
13. Project Site Specific Requirements.....	25
14. Outlined Data References & information on Certain & Specific Obligatory Requirements to ensure compliance.....	26
15. Principal Contractor General duties.....	30
16. The Principal Contractor Specific Duties.....	31
17. The Principal Contractor Specific Responsibilities with regard to hazardous activities.....	31
18. General Notes to the Principal Contractor.....	32



19. House Keeping.....	33
20. Lockout System.....	36
21. Important Lists & Records to be kept.....	36

## **1. PREAMBLE**

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

The Client's further duties are as described in The Act and the Regulations made thereunder. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the

contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. *This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.* The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

The Department of Public Works is tasked to provide accommodation and operational facilities to a very large proportion of the approximate 35 National Departments responsible for the governance of the Department of Public Works. A very large number of State employees and public users of the facilities and the services provided there-in directly interacts with the facilities provided by the well-being, health and safety of a great number of people. This Department thus has directly or indirectly, an impact on the Republic of South Africa as well as the National Parliament.

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

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

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

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

## **3. PURPOSE**

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

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

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

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

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

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

**“Purpose of the Act”** – To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

**“Health & Safety Specification”** – means a document that includes information required under the construction regulation and obtained from the clients & designers during the early planning & design stage for a specific project on a specific site for use by the contractors when preparing their tenders or bids to clients.

**“Health & Safety Plan”** – means a document which is site specific and includes all identified hazards, safe work procedures to mitigate, reduce & control the hazards identified in a project.;

**“Agent”** – means any person who acts as a representative for a client;

**“Client”** – means any person for whom construction work is performed;

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

**“Construction Work”** is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

**“Contractor”** – means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

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

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

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

**“Hazard”** – means anything including work activities and practices with the potential to cause harm;

**“Risk”** – means the likelihood that harm will occur and the subsequent consequences.

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

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

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

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

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

- a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.
- b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.
- c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made

available to the principal Contractor to become part of site records (Health & Safety File).

- d) The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 6 to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).
- e) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

### 5.12 Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	3.	Application Construction work permit	Client
2.	5(1)(k)	Principal contractor for each phase or project	Client
3.	5(6)	Construction Health & Safety Agent	Client
4.	7.(1)(c)	Contractor	Principal Contractor
5.	7(3)	Contractor	Contractor
6.	8(1)	Construction manager	Contractor
7.	8(2)	Assistance Construction manager	Contractor
8.	6(1)	Construction supervisor	Contractor
9.	6(2)	Construction supervisor sub-ordinates	Contractor
10.	8(5)	Construction Safety Officer	Contractor
11.	8(8)	Responsible employee	
12.	9(1)	Person to carry out risk assessment	Contractor
13.	10(1)	Fall protection planner	Contractor
14.	12(1)	Temporal work designer	
15.	12(2)	Supervisor of temporal work operation	
16.	13(1)	Excavation supervisor	Contractor
17.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
18.	14(11)	Explosives expert	Contractor
19.	14(1)	Supervisor demolition work	Contractor
20.	14(2)	Scaffold supervisor	Contractor
21.	16(1)	Suspended platform supervisor	Contractor
22.	18(1)a	Rope access	Contractor
23.	19(8)(a)	Material hoist inspector	Contractor
24.	20(1)	Bulk mixing plant supervisor	Contractor
25.	21(2)	Explosive actuated fastening device inspector	Contractor
26.	21(2)(g)	Explosive actuated fastening device cartridge, nails and studs: issuer & collector	Contractor
27.	23 (1)	Operator : construction vehicle and mobile plant	Contractor
28.	28 (a)	Stacking and storage supervisor	Contractor
29.	29 (h)	Fire equipment inspector	Contractor



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

- 5.2.1 Occupational Health & Safety matters/issues shall be communicated between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.**
- 5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.**
- 5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')**
- 5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.**

## **6. INTERPRETATION**

- a) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.**
- b) (The position taken by the Construction Regulations is that the "owner", in terms of its instructions; operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors.**

- c) The Principal Contractor has to take full responsibility for the health and safety on the site of the relevant project / contract. This includes monitoring health and safety conditions and overseeing administrative measures required by the Construction Regulations from all contractors on the project site.

## **7. RESPONSIBILITIES**

### **7.1 Client**

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

- **act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.**

## **7.2 Principal Contractor**

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.**
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.**
- c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.**
- d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.**
- e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.**
- f) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety**

requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

- g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

### **7.3 Contractor**

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

### **7.4 Responsibilities of Construction Health & Safety Agent (SACPCMP)**

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

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

## **8. SCOPE OF WORK**

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

- a) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.
  - Site clearance
  - Site hoarding, demarcation and demolition works
  - excavations, filling, compaction, evening surface
  - Piling (by drilling, excavating,)
  - Temporal works
  
- b) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system or any civil engineering structure or type of work
  
- c) Construction of a new two storied Administration building.
  - Preparation of site by leveling, compaction etc.
  - Excavations for parking areas/services

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

- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers on construction site.
  
- (b) The plan must be implemented, maintained and kept up to date during the construction of the project.
  
- (c) The principal contractor should prepare a H&S plan that includes
  - project information;
  - client requirements for H&S management on the project;
  - Environmental restrictions and existing on-site risks arrangements, imposed

by others or developed by the principal contractor, to control significant site H&S risks; H&S file & project H&S review.

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

- details of the client, that is the person commissioning the construction work, for example their name, representative and contact details;  
details of the principal contractor;
- details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover;
- details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of subcontractors and how non-compliance will be handled; and
- details on how the risks associated with falls, falling objects, moving plant, electrical work and all high risk construction work that will take place on a construction project will be managed.

**(e) The H&S plan should also include information on:**

- the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
- the safe use and storage of plant;
- the development of a construction project traffic management plan;
- obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
- workplace security and public safety; and
- ensuring workers have appropriate licences and training to undertake the construction work.

**(f) The H&S plan must contain:**

- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed;
- the project program or schedule details, including start and finish dates, showing principal activities;
- details of client, design team, principal contractor, subcontractors, and major suppliers; and
- extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

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

- a) The H&S file is a document prepared by the principal contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.
- b) The principal contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.
- c) The Principal Contractor must, in terms of Construction Regulation 7(7), keep a Health & Safety File on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.
- d) The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:
- e) The Health and Safety File will remain the property of the Client and/or its Agent on its behalf throughout the period of the project and shall be consolidated and handed over to the Client and/or its Agent on its behalf at the time of completion of the project.

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

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

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



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

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

#### **11.1.1 Monthly Audit by Client and/or its Agent.**

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

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

#### **11.1.2 Health & Safety Incident/accident reporting & investigations**

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
  - i. dies
  - ii. becomes unconscious
  - iii. loses a limb or part of a limb
  - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at

**least 14 days either to work or continue with the activity for which he/she was usually employed**

**OR where:**

- i. a major incident occurred**
  - ii. the health or safety of any person was endangered**
  - iii. where a dangerous substance was spilled**
  - iv. the uncontrolled release of any substance under pressure took place**
  - v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects**
  - vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.**
- b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.**
- c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".**
- d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.**
- The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)**
- (e) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)**

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

## **12. Review**

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

The Principal Contractor must provide the Client and/or its Agent on its behalf, other Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated in the above paragraph.

## **12.1 Site Rules and other Restrictions**

### **a) Site OH&S Rules**

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

### **b) Security Arrangements**

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

If not already tasked to the H&S Officer appointed in terms of Construction Regulation, the Principal Contractor must appoint a competent person who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments.

### **12.1.1 Appointment of Health & Safety Representatives**

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

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

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

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

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

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

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

#### **12.1.4 Training & Awareness**

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

**a) *Training & Induction***

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

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

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

**b) *Site Specific Induction Training***

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

**c) *Other Training***

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

### **13. PROJECT/SITE SPECIFIC REQUIREMENTS**

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

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

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

**Administrative & Legal Requirements**

<b>OHS Act Section/ Regulation</b>	<b>Subject</b>	<b>Requirements</b>
Construction. Regulation	Notice of carrying out Construction work	<ul style="list-style-type: none"> <li>• Department of Labour notified</li> <li>• Copy of Notice available on Site</li> </ul>
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	<ul style="list-style-type: none"> <li>• Updated copy of Act &amp; Regulations on site.</li> <li>• Readily available for perusal by employees.</li> </ul>
COID Act Section 80	Registration with Compensation Insurer.	<ul style="list-style-type: none"> <li>• Written proof of registration/Letter of good standing available on Site</li> </ul>
Construction. Regulation 4 & 5(1)	H&S Specification & Programme	<ul style="list-style-type: none"> <li>• H&amp;S Spec received from Client and/or its Agent on its behalf</li> <li>• OH&amp;S programme developed &amp; Updated regularly</li> </ul>
Section 8(2)(d) Construction. Regulation 7	Hazard Identification & Risk Assessment	<ul style="list-style-type: none"> <li>• Hazard Identification carried out/Recorded</li> <li>• Risk Assessment and – Plan drawn up/Updated</li> <li>• RA Plan available on Site</li> <li>• Employees/Sub-Contractors informed/trained</li> </ul>
Section 16(2)	Assigned duties (Managers)	<ul style="list-style-type: none"> <li>• Responsibility of complying with the OH&amp;S Act assigned to other person/s by CEO.</li> </ul>
Construction. Regulation 6(1)	Designation of Person Responsible on Site	<ul style="list-style-type: none"> <li>• Competent person appointed in writing as Construction Supervisor with job description</li> </ul>
Construction. Regulation 6(2)	Designation of Assistant for above	<ul style="list-style-type: none"> <li>• Competent person appointed in writing as Assistant Construction Supervisor with job description</li> </ul>
Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	<ul style="list-style-type: none"> <li>• More than 20 employees - one H&amp;S Representative, one additional H&amp;S Rep. for each 50 employees or part thereof.</li> <li>• Designation in writing, period and area of responsibility specified in terms of GAR 6 &amp; 7</li> <li>• Meaningful H&amp;S Rep. reports.</li> <li>• Reports actioned by Management.</li> </ul>



<p>Section 19 &amp; 20 General Administrative Regulations 5</p>	<p><b>Health &amp; Safety Committees/s</b></p>	<ul style="list-style-type: none"> <li>• H&amp;S Committee/s established.</li> <li>• All H&amp;S Reps shall be members of H&amp;S Committees</li> <li>• Additional members are appointed in writing.</li> <li>• Meetings held monthly, Minutes kept.</li> <li>• Actioned by Management.</li> </ul>
<p>Section 37(1) &amp; (2)</p>	<p><b>Agreement with Mandatories/ (Sub-)Contractors</b></p>	<ul style="list-style-type: none"> <li>• Written agreement with (Sub-)Contractors</li> <li>• List of SubContractors displayed.</li> <li>• Proof of Registration with Compensation Insurer/Letter of Good Standing</li> <li>• Construction Supervisor designated</li> <li>• Written arrangements re.</li> <li>• H&amp;S Reps &amp; H&amp;S Committee</li> <li>• Written arrangements re. First Aid</li> </ul>
<p>Section 24 &amp; General Admin. Regulation 8 COID Act Sect.38, 39 &amp; 41</p>	<p><b>Reporting of Incidents (Dept. of Labour)</b></p>	<ul style="list-style-type: none"> <li>• Incident Reporting Procedure displayed.</li> <li>• All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf</li> <li>• Cases of Occupational Disease Reported</li> <li>• Copies of Reports available on Site</li> <li>• Record of First Aid injuries kept</li> </ul>
<p>General Admin. Regulation 9</p>	<p><b>Investigation and Recording of Incidents</b></p>	<ul style="list-style-type: none"> <li>• All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing.</li> <li>• Copies of Reports (Annexure 1) available on Site</li> <li>• Tabled at H&amp;S Committee meeting</li> <li>• Action taken by Site Management.</li> </ul>
<p>Construction. Regulation 8</p>	<p><b>Fall Prevention &amp; Protection</b></p>	<ul style="list-style-type: none"> <li>• Competent person appointed to draw up the Fall Protection Plan</li> <li>• Proof of appointees competence available on Site</li> <li>• Risk Assessment carried out for work at heights</li> <li>• Fall Protection Plan drawn up/updated</li> <li>• Available on Site</li> </ul>
<p>Construction. Regulation Driven Machinery Regulations 18 &amp; 19</p>	<p><b>Cranes &amp; Lifting Machines Equipment</b></p>	<ul style="list-style-type: none"> <li>• Competent person appointed in writing to inspect Cranes, Lifting Machines &amp; Equipment</li> <li>• Written Proof of Competence of above appointee available on Site.</li> <li>• Cranes &amp; Lifting tackle identified/numbered</li> </ul>

		<ul style="list-style-type: none"> <li>• Register kept for Lifting Tackle</li> <li>• Log Book kept for each individual Crane</li> <li>• Inspection: - All cranes - <b>daily by operator</b> <ul style="list-style-type: none"> <li>- Tower Cranes/s - <b>after erection/6monthly</b></li> <li>- Other cranes - <b>annually by comp. person</b></li> </ul> </li> <li>• - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application</li> </ul>
General Safety Regulation &(1)(a)	Designation of Stacking & Storage Supervisor.	<ul style="list-style-type: none"> <li>• Competent Person/s with specific knowledge and experience designated to supervise all Stacking &amp; Storage</li> <li>• Written Proof of Competence of above appointee available on Site</li> </ul>
Construction. Regulation Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	<ul style="list-style-type: none"> <li>• Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures</li> <li>• Emergency Evacuation Plan developed:</li> <li>• Drilled/Practiced</li> <li>• Plan &amp; Records of Drills/Practices available on Site</li> <li>• Fire Risk Assessment carried out</li> <li>• All Fire Extinguishing Equipment identified and on <b>register</b>.</li> <li>• Inspected weekly. Inspection Register kept</li> <li>• Serviced annually</li> </ul>
General Safety Regulation 3	First Aid	<ul style="list-style-type: none"> <li>• Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)</li> <li>• First Aid freely available</li> <li>• Equipment as per the list in the OH&amp;S Act.</li> <li>• One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)</li> <li>• List of First Aid Officials and Certificates</li> <li>• Name of person/s in charge of First Aid box/es displayed.</li> <li>• Location of First Aid box/es clearly indicated.</li> <li>• Signs instructing employees to report all Injuries/illness including first aid injuries</li> <li>• PSE Risk Assessment carried out</li> <li>• Items of PSE prescribed/use enforced</li> </ul>
General Safety Regulation 2	Personal Safety Equipment (PSE)	

General Safety Regulation 9	Inspection & Use of Welding/Flame Cutting Equipment	<ul style="list-style-type: none"> <li>• Records of Issue kept</li> <li>• Undertaking by Employee to use/wear PSE</li> <li>• PSE remain property of Employer, not to be removed from premises GSR 2(4)</li> </ul>
General Safety Regulation 13A	Inspection of Ladders	<ul style="list-style-type: none"> <li>• Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment</li> <li>• Written Proof of Competence of above appointee available on Site</li> <li>• All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately</li> <li>• Equipment identified/numbered and entered into a register</li> <li>• Equipment inspected weekly. Inspection Register kept</li> <li>• Separate, purpose made storage available for full and empty vessels</li> </ul>
General Safety regulation 13B	Ramps	<ul style="list-style-type: none"> <li>• Competent person appointed in writing to inspect Ladders</li> <li>• Ladders inspected at arrival on site and weekly thereafter. Inspections register kept</li> <li>• Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register</li> <li>• Competent person appointed in writing to supervise the erection &amp; inspection of Ramps. Inspection register kept</li> <li>• Daily inspected and noted in register</li> </ul>

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

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

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

Rev H&S Spec Guideline Oct 2015

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

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

The following examples of activities are identifiable as hazardous in terms of the Construction Regulations. The contractor shall execute the activities in accordance with the following Construction Regulations and other applicable regulations of the Act:

- Fall protection
- Structures
- Excavation work
- Demolition work
- Scaffolding
- Construction vehicles & mobile plant.
- Water environments
- Housekeeping on construction sites
- Fire precautions on construction sites.

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

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

## **Legal Framework**

### **Part of legal obligations**

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

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

## **19. HOUSE KEEPING**

Good housekeeping will be maintained at all times as per Construction Regulation No. 25. Poor housekeeping contributes to three major problems, namely, costly or

Rev H&S Spec Guideline Oct 2019

increased accidents, fire or fire hazards and reduction in production. Good housekeeping will enhance production time.

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

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

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

**a) Facilities**

The site establishment plan shall make provision for:

**b) Dining room facilities**

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

**c) Change rooms**

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

**d) Ablution facilities**

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

These facilities shall be maintained by the contractor.

#### **e) Smoking Areas**

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

#### **f) Drinking Water Facilities**

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

#### **g) Equipment Compliance Certificates**

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

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

#### **h) Barricading**

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the Department of Public Works Project Manager. The contractors' barricading standard shall be included in the Health and Safety Plan.

Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

#### **i) Erection of Structures for Logistic Support**

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

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



## **J) Salvage Yard Management**

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

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

## **k) Fall Arrest and Prevention Equipment**

Approved fall prevention equipment shall be used at heights of less than 2.0 metres. Above heights of 2.0 metres fall prevention equipment shall include fall arrest Equipment. Users of fall arrest equipment shall, amongst other things be trained in what an appropriate load bearing point is for connecting fall prevention equipment. Any deviation from this requirement shall be negotiated and agreed with Department of Public Works in writing.

## **l) Hazardous Chemical Substances Waste Removal**

Department of Public Works shall provide a facility to collect all hazardous chemical waste material.

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

## **m) Personal Protective Equipment (PPE)**

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

## **20. LOCKOUT SYSTEMS**

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

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

## **21. IMPORTANT LISTS AND RECORDS TO BE KEPT**

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

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

### **a) Contractor Risk Assessment Process**

The risk assessment process shall include:

- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed
- 3) the risk assessment will also include activities like:
  - i. Transportation of passengers and goods to and from site
  - ii. Site establishment
  - iii. Physical and mental capabilities of employees
  - iv. Others as may be specified.
- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards

**5) a review plan for risk assessments shall provide for:**

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

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

**b) Risk Profile**

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

**c) Risk Based Inspection Program**

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

# IMPORTANT CONTACT DETAILS

(FOR HEALTH & SAFETY ASPECTS ONLY)

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



SERVICE	NUMBER	CONTACT PERSON
Hospital		



Ambulance		



Water		
Electricity		



Police		



Fire Brigade		



Engineer		

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

**SECTION 37(2) AGREEMENTS  
CONCLUDED BETWEEN  
DEPARTMENT OF PUBLIC WORKS  
(Hereinafter referred to as Department of Public Works)**

**AND**

.....  
**(Name of contractor/supplier/Agent/)**

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

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

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

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

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

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

Signed this ..... day of ..... 20 ..... at

..... (Place)

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

behalf of ..... (Supplier/contractor/Agent)

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

**Witnesses**

1. ....

2. ....

Signed this ..... day of .....20.....

at ..... (Place)

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

**Behalf of Department of Public Works.**

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

**Witnesses**

1. ....

2. ....

