



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

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TENDER DOCUMENT

INVITATION TO TENDER FOR SERVICES AS:

**CONSTRUCTION HEALTH & SAFETY AGENT
IN TERMS OF THE CONSTRUCTION REGULATIONS: 2014 OF
THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF
1993)**

FOR THE PROJECT

BISHO HIGH COURT: CONSTRUCTION OF A NEW BUILDING

WCS: 038476

REFERENCE NO: 6465/5031/1/4K2

TENDER NO: PE15/2021

JUNE 2021

Name of tenderer:

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

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T1: TENDERING PROCEDURES

T1.1 Notice and Invitation to Tender

T1.1.1 The words “tender” and “bid” in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, similarly the words “tenderer” and “tendering Service Provider” are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and *vice versa*, and the singular includes the plural and *vice versa*. In this document, words and expressions signified in the text by the use of capital initial letters, shall have the meanings defined in the Standard Professional Services Contract except where the context otherwise requires.

T1.1.2 The Government of the Republic of South Africa in its Department of Public Works invites tenders for the provision of services as a **PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT (Pr. CHSA)** IN TERMS OF THE CONSTRUCTION REGULATIONS: 2014 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) and to monitor compliance with all built environment related acts as further fully described in C3 Scope of Services hereof.

T1.1.3 The address for collection of tender documents and the telephone number of the tender section at this address are as advertised in the Tender Bulletin.

T1.1.4 Tender documents may be collected on working days **between 07:30 and 12:45 and between 13:30 and 15:30.**

T1.1.5A non-refundable deposit of **R 100.00** is payable, in cash only, on collection of the tender documents.

T1.1.6 Queries relating to these documents may be addressed to the Employer’s authorised and designated representative who is the departmental project manager:

Ms Zinzi Ntanjana
Tel no: 041 408 2012
Cell no: 082 814 8864
Fax: N/A

Physical address: EBEN DONGES BUILDING
HANCOCK STREET, NORTH END
PORT ELIZABETH

Postal address: PRIVATE BAG X 3913
NORTH END, PORT ELIZABETH
6056

T1.1.7 The closing time for receipt of tenders is as advertised in the CIDB iTender Bulletin. **Tender closing date is Tuesday, 20 July 2021, 11:00 am.** Telephonic, facsimile, electronic and late tenders will not be accepted.

T1.1.8 Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in T1.2 Tender Data.

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender

The conditions of tender are the **Standard Conditions of Tender (January 2009 edition)** as contained in **Annex F** of the **Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement**.

The Standard Conditions of Tender is not included in this tender document. Tenderers must obtain it on the CIDB's Website at:

http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

T1.2.2 Please note the Government Notice by the Department of Labour's Chief Inspector Published on the 07th July 2015 obtainable at <http://www.labour.gov.za>

Clause number	
	<p>The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement as published in Board Notice 62 of 2004 in Government Gazette No 26427 of 9 June 2004 as amended in Board Notice 67 of 2005 in Government Gazette No 27831 of 22 July 2005, Board Notice 99 of 2005 in Government Gazette No 28127 of 14 October 2005, Board Notice 93 of 2006 in Government Gazette No 29138 of 18 August 2006, Board Notice 9 of 2008 in Government Gazette No 30692 of 1 February 2008 and Board Notice 11 of 2009 in Government Gazette No 31823 of 30 January 2009.</p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p>Each item of data given below is cross-referenced to the clauses marked "F" in the Standard Conditions of Tender to which it mainly applies.</p> <p>By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the tenderer binds himself to a <i>pactum de contrahendo</i> (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.</p>
F.1.1	<p>The Employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.</p>
F.1.2	<p>For this Contract the single volume approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 6 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The tendering Service Provider's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver his tender back to the Employer bound as it was received.</p> <p>The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume":</p> <p><u>The Tender</u> T1: Tendering Procedures T1.1 Notice and Invitation to Tender T1.2 Tender Data</p>

	<p>T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules</p> <p><u>The Contract</u> C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data</p> <p>C2: Pricing Data C2.1 Pricing Instructions C2.2 Activity Schedule</p> <p>C3: Scope of Services</p> <p>C4: Site Information</p>
F.1.4	<p>The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.</p>
F.2.1	<p><u>Tenders will only be considered for acceptance if</u> (i.e. will only be regarded as responsive if):</p> <ol style="list-style-type: none"> 1. The tendering Service Provider is a practice which renders and perform services as Professional Construction Health and Safety Agent in terms of section 4(4) and 4(5) of the Construction Regulations 2014, promulgated under the Occupational Health and Safety Act, 1993 as amended, or is an architectural- or construction project management practice, or engineering business undertaking, which practice or business undertaking also renders and performs services as Professional Construction Health and Safety Agent in terms of the legislation referred to afore, and which, as the case may be, is owned and controlled by relevant registered professional(s), by at least a percentage determined by the relevant Professional Council in its Code of Professional Conduct, in terms of number, shareholding and voting power, and who will hereafter be referred to as registered principals of the practice or a multi-disciplinary professional practice, that also practises services as Professional Construction Health and Safety Agent in terms of the Construction Regulations referred to above, which division/section is under the fulltime supervision of a registered Professional Construction Health and Safety Agent, and which is owned and controlled by registered professionals by at least a percentage determined by any of the relevant professional Councils for cases pertaining to multi-disciplinary practices/business undertakings, in their respective Codes of Professional Conduct, in terms of number, shareholding and voting power, who are registered in terms of the Architectural Profession Act, 2000 (Act no 44 of 2000), Landscape Architectural Profession Act, 2000 (Act no 45 of 2000), Engineering Profession Act, 2000 (Act no 46 of 2000), Project and Construction Management Professions Act, 2000 (Act no 48 of 2000) and who will hereafter be referred to as registered principals. 2. Copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, of all the registered principals mentioned in 1 above are included with the tender as part of the returnable documentation. In the event of any legal entity, as meant above, being a private Company with shareholding, the same information/documentation as for registered principals must be provided with the tender, in respect of all Directors formally appointed to manage the practice or business undertaking, as the case may be. Sole Proprietors, Partners in Partnerships, and Members of Close Corporations are principals as defined in 1 above and information/documentation in respect of such persons must be provided as described; 3. The information, required in respect of 1 to 2 above, has been provided for all Service Providers tendering in consortium or joint venture;

4. At least one Professional Construction Health and Safety Agent, of whom the same documentation as in 2 above has been included in the tender, of the tendering Service Provider has been listed in C1.2.3, clause 7.1.2 Key Persons

[The Employer retains the right to verify current professional registration required in terms of 2, 3 and 4 above with the relevant council as part of the tender evaluation process. **In the event of any such person not currently being registered with the relevant council, it will render the tender as unacceptable (i.e. non-responsive) and excluded from further consideration.**]

5. All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of Returnable Documents and T2.2 Returnable Schedules) have been included in the tender;
6. (a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform functionality and risk assessments as described in 6(b) and 6(c) respectively hereafter and referred to in T2.1 – sub paragraph 4;
- (b) Tender offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the following criteria on a scoring system of 1 to 5, weighted as indicated:

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

Functionality Criteria	Weighting Factor
COMPANY EXPERIENCE IN PROFESSIONAL SERVICES AS AN OCCUPATIONAL HEALTH AND SAFETY	30
PERFORMANCE ON COMPARABLE PROJECTS	20
CAPACITY/RESOURCES	20
COMPETENCE OF KEY PERSONS	30
REFER TO ATTACHED FUNCTIONALITY CRITERIA	
Total	100 Points

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

Minimum functionality score to qualify for further evaluation:	50 Points
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- (c) Tender offers are judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against the criteria listed below. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.

The risk criteria are as follows:

Description of risk criteria and sub criteria

(Note: Information provided in the returnable documentation must be provided in sufficient detail to enable the Evaluation Panel to evaluate the risk criteria set out below. The Employer reserves the right to request further clarification, elucidation, additional documentation/information, etc. as may be required to evaluate the tender. The afore-mentioned can also entail that the persons, named in the schedule of Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), be invited to an interview.

- | | |
|---|---|
| A | Allocation of suitably qualified and appropriately experienced human resources , both in respect of principals and/or other staff (professional, technical and/or administrative) of the tendering Service Provider to the project, as described in the schedule of Key Persons in |
|---|---|

	<p>terms of clause 7.1.2 of the General Conditions of Contract, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein.</p> <p>[An opinion will be formed by each of the members of an Evaluation Panel according to his/her assessment of the qualifications and experience of the human resources allocated to the project in terms of the Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), from information contained in curriculum/curricula vitae submitted with the tender. Members of the Evaluation Panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and excluded from further consideration.]</p>
B	<p>The tendering Service Provider's experience and performance on comparable projects during the past years. 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.</p> <p>[An opinion will be formed by each of the members of an Evaluation Panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the Evaluation Panel will discuss their respective risk perceptions in order to reach consensus, failing which the risk assessment will be put to the vote. No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and excluded from further consideration.]</p>
C	<p>Confirmation of the required level of professional indemnity insurance specified in terms of Contract Data clause 5.4.1 (C1.2.3 Data provided by the Service Provider).</p> <p>[If confirmation/proof of professional indemnity insurance is not duly confirmed in C1.2.3 Data provided by the Service Provider, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process. Unconfirmed professional indemnity insurance will render the tenders unacceptable i.f.o. risk and excluded from further consideration.]</p>
D	<p>Attendance of compulsory clarification meeting, if applicable in terms of F.2.7 below, by a representative of the tendering Service Provider.</p> <p>[Non-attendance, if compulsory in terms of F.2.7, will be regarded as a risk to the Employer in that salient information required for tender purposes would not have been to the knowledge of the tendering Service Provider, rendering any resultant tender to be incomplete. Non-attendance will render the tender a risk to the Employer and therefore excluded from further consideration.</p> <p>In the event of the clarification meeting not being compulsory, this risk criterion will not be applicable.]</p>
E	<p><i>If any corrections are made on the bid document it needs to be initialed by an authorised person. Failure to comply will lead to dis-qualification. The use of any correction fluid is strictly prohibited and will lead to dis-qualification</i></p>
F	<p><i>Central Supplier Database (CSD) is applicable. Submission of proof that the supplier is registered on CSD</i></p>

	Note: Any tender not complying with all six of the above-mentioned stipulations, numbered 1 to 6 above, will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation.
F.2.7	A tender clarification meeting will not be held in respect of this tender. Attendance of said clarification meeting is not compulsory. The particulars of said clarification meeting, if applicable, are: Location: N/A Date: N/A Starting time: N/A
F.2.13.3	Each tender offer communicated on paper shall be submitted as an original.
F.2.13.4	Delete the last sentence of the paragraph: "Signatories for ... of the tender offer."
F.2.13.5	The Employer's addresses for delivery of tender offers are as advertised in the CIDB iTender. In addition, the following identification details must be provided on the <u>back</u> of the envelope: Tenderer's name, contact address and telephone number and in the top left corner on the back of the envelope: "Tender no. " (and fill in the tender number as on the front page hereof) "WCS no. " (and fill in the WCS number as on the front page hereof) "Tender for Agent i. t. o. the Construction Regulations of the OHS Act".
F.2.13.6	A two-envelope procedure will not be followed.
F.2.15	The closing time for submission of tenders is as advertised in the CIDB iTender.
F.2.16	The tender validity period is 56 calendar days from date of tender closure.
F.2.19	The tenderer shall provide access for inspections to his offices as may be required by the Employer.
F.2.22	Not a requirement.
F.2.23	The tenderer is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.
F.3.4	The time and location for opening tender offers are: Time: tenders will be opened immediately or as soon as possible after the closing time as advertised in the CIDB iTender; Location: room Reception area or Ground Floor Hall, Eben Donges Building, Hancock Street, North End, Port Elizabeth
F.3.5	A two-envelope procedure will not be followed.
F.3.9.3	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with F.3.9.4."
F.3.9.4	Omit the wording of the first sentence and replace with: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:"
F.3.9.4 (continued)	Add sub-paragraph c) as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tenderer is to be classified as not acceptable/non-responsive and removed from further contention."
F.3.11	The procedure for the evaluation of responsive tenders is Method 2.
F.3.11.2	Not applicable.
F.3.11.3 and F.3.11.7	Scoring financial offers: The formula to determine points for price is:

$$W_c = W_3 \left[1 - \left(\frac{P - P_m}{P_m} \right) \right]$$

where

W_c = the number of tender evaluation points awarded for the financial offer

W_3 = the number of tender evaluation points for financial offer and equals:

- 1) 90 where the financial value inclusive of VAT of all responsive tenders received have a value in excess of R 50 000 000; or
- 2) 80 where the financial value inclusive of VAT of one or more responsive tender offers equals or is less than R 50 000 000

P_m = the lowest acceptable tender offer;

P = the tender offer under consideration.

F.3.11.3
(continued)

Scoring for preferences:

Up to 100 minus W_3 tender evaluation points will be awarded to the tenderer who submits a valid original or certified copy of its B-BBEE Status Level Verification Certificate which is in compliance with the requirements of instructions and guidelines issued by the National Treasury and is in accordance with notices published by the Department of Trade and Industry in the Government Gazette.

An original or certified copy of the B-BBEE status level verification certificate must be submitted in order to qualify for preference points for B-BBEE. 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

In the case of Exempted Micro Enterprises (EME) and Qualifying Small Business Enterprise (QSE) a valid sworn affidavit must be submitted with the bid offer)

A consortium or joint venture will qualify for points for its B-BBEE status level only if such consortium or joint venture submits a consolidated B-BBEE status certificate which covers the consortium or joint venture as a combined unit as if it were a single enterprise. Tenderers anticipating tendering in consortium or joint venture must allow sufficient time for obtaining such status level verification.

Preference points will be allocated according to the following *table:

B-BBEE Status Level of contributor	Number of preference points, where W_3 :	
	= 90	= 80
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

* PPPFA Regulations 2017 – Regulations 6(2) and 7(2).

F.3.11.3
(continued)

Calculate total tender evaluation points:

The point calculated for financial offer will be added to the point scored for preference for each individual tender offer according to the formula:

Total tender evaluation points = W_c + preference points based on B-BEE status level of contributor.

F.3.11.4 and F.3.11.5	Not applicable.
F.3.11.9	Not applicable.
F.3.17	The number of paper copies of the signed contract to be provided by the employer is one .

T2: RETURNABLE DOCUMENTS

This tender document in its entirety, all returnable documents which must be attached to this tender document, and all returnable schedules must be returned when the tender is submitted.

T2.1 List of Returnable Documents (to be obtained/compiled by the tenderer and attached to this tender). All documents must be duly completed and signed where applicable.

1. 1. Copies of certificates or other documentation of the competent person(s) mentioned under T1.2 Tender Data, clause F.2.1, item 2 or 3, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons, or Certified copies of present registration, with the registration numbers, of all the registered principals and professionals mentioned under T1.2 Tender Data, clause F.2.1, item 2, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons, with the **South African Council for Projects and Construction Management Profession** as a "Professional Construction Health and Safety Agent (Pr. CHSA)".
2. For pre-qualification as a Level 1 BBBEE status level contributor certificate a valid original or certified copy of B-BBEE status level verification certificate OR a valid sworn affidavit if your annual turnover is less than R3 000 000 (*according to the amended construction sector codes*).
3. An exposition, with necessary annexures, in suitable format and in sufficient detail, providing all the information necessary for the evaluation panel to be able to evaluate the functionality and risk set out in T1.2 Tender Data, clause F.2.1.

T2.2 Returnable Schedules (all bound into this tender document – to be completed by tenderer)

All documents must be duly completed and signed where applicable.

1. Form of Offer and Acceptance (C1.1). Provide proof of registration with National Treasury Central Supplier Database by completing the Supplier Registration Number on the form of offer
2. Data provided by the Service Provider (C1.2.3).
3. Ownership Particulars, PA-16.1 (PSB) (form PA-16.1 (PSB) is bound in hereafter).
4. Particulars of Tenderer's Projects, DPW-09 (PSB) (form DPW-09 (PSB) is bound in hereafter).
5. If applicable, a Tender Clarification Meeting Certificate, DPW-16.1 (PSB) for compulsory clarification meeting (form DPW-16.1 (PSB) is bound in hereafter).
6. Declaration of Interest and Tenderer's Past Supply Chain Management Practices, PA-11 (form PA-11 is bound in hereafter).
7. Resolution, PA-15.1 (for a single Service Provider tendering herein) or PA-15.2 plus special resolution, PA-15.3 (for multiple Service Providers tendering in consortium or joint venture herein) (forms PA-15.1 to 3 are bound in hereafter).
8. Certification of Independent Bid Determination, PA-29 (form PA-29 is bound in hereafter).
9. A Preference Points Claim Form, PA-16 (form PA-16 is bound in hereafter).
10. Activity Schedule for Time Based Fees.(C2.2.2).
11. If applicable, security clearances form for projects requiring a security clearance.

PA-16.1 (PSB): OWNERSHIP PARTICULARS

- NB:** 1. This form is to be read with the Notice and Invitation to Tender and F.2.1 sub paragraphs 1 and 2 of the Tender Data pertaining to this Tender, and completed according to the definitions and information contained in said documents.
2. **Failure to complete this form may result in the tender being disqualified.**

Project title:	Construction Health and Safety Agent i.t.o. the Construction Regulations of the OHS Act for: BISHO HIGH COURT: CONSTRUCTION OF A NEW BUILDING: APPOINTMENT OF OCCUPATIONAL HEALTH AND SAFETY AGENT.
Tender no:	PE15/2021

1. REQUIRED DOCUMENTARY PROOF

The following documentation must be included in the tender as part of the Returnable Documents. Failure to provide the said documentation may result in the tender being disqualified.

Legal Status of Tendering Entity:	Documentation to be submitted with the tender:
If the Tendering Entity is:	
a. A close corporation, incorporated prior to 1 May 2011 under the Close Corporations Act, 1984 (Act 69 of 1984, as amended)	Copies of the Founding Statement – CK1
b. A profit company duly registered as a private company. [including a profit company that meets the criteria for a private company, whose Memorandum of Incorporation states that the company is a personal liability company in terms of Section 8(2)(c) of the Companies Act, 2008 (Act 71 of 2008, as amended)].	Copies of: i. Certificate of Incorporation – CM1; ii. Shareholding Certificates of all Shareholders of the company, plus a signed statement of the company's Auditor, certifying each Shareholder's ownership / shareholding percentage relative to the total; and/or iii. Memorandum of Incorporation in the case of a personal liability company.
c. A profit company duly registered as a private company in which any, or all, shares are held by one or more other close corporation(s) or company(ies) duly registered as profit or non-profit company(ies).	Copies of documents referred to in a. and/or b. above in respect of all such close corporation(s) and/or company(ies).
d. A profit company duly registered as a public company.	Copy of Certificate of Incorporation – CM1, and a signed statement of the company's Secretary or Auditor confirming that the company is a public company.
e. A non-profit company, incorporated in terms of Section 10 and Schedule 1 of the Companies Act, 2008 (Act 71 of 2008, as amended).	Copies of: i. the Founding Statement – CK1; and ii. the Memorandum of Incorporation setting out the object of the company, indicating the public benefit, cultural or social activity, or communal or group interest.
f. A natural person, sole proprietor or a Partnership	Copy(ies) of the Identity Document(s) of: i. such natural person/ sole proprietor, or ii. each of the Partners to the Partnership.
g. A Trust	Deed of Trust duly indicating names of the Trustee(s) and Beneficiary (ies) as well as the purpose of the Trust and the mandate of the Trustees.

DETAIL OF ALL PARTNERS, PROPRIETORS, MEMBERS AND/OR SHAREHOLDERS OF THE SERVICE PROVIDER:

Full Name #	Identity Number	Relevant Professional Council	Professional Registration Number	Date of Ownership	Percentage Owned	Percentage Voting
Totals:					100%	100%

All registered principals, i.e. sole proprietors, partners in partnerships, members of close corporations and in the event of a legal entity being a private company with shareholding, all directors formally appointed to manage the business undertaking

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

Project title:	BISHO HIGH COURT: CONSTRUCTION OF ADDITIONAL ACCOMMODATION: APPOINTMENT OF OCCUPATIONAL HEALTH AND SAFETY AGENT		
Tender / quotation no:	PE15/2021	Closing date:	25/06/2021
Advertising date:	20/07/2021	Validity period:	56 calendar days

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

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

1.1. Current projects

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

1.2. Completed projects

Projects completed in the last 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum of Project	Scope of Services (Work stages appointed for – eg 1 to 6)	Date of appointment	Date of completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature
	Date

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer EME¹ QSE² Non EME/QSE (tick applicable box)

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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"/> Yes <input type="checkbox"/> No	<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)

¹ EME: Exempted Micro Enterprise
² QSE: Qualifying Small Business Enterprise

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	Signature	Date

DPW-16.1 (PSB): TENDER CLARIFICATION MEETING CERTIFICATE

Project title:	Construction Health and Safety Agent i.t.o. the Construction Regulations of the OHSAct for: <i>BISHO HIGH COURT: CONSTRUCTION OF ADDITIONAL ACCOMMODATION: APPOINTMENT OF OCCUPATIONAL HEALTH AND SAFETY AGENT</i>		
Tender no:	PE15/2021	Reference no:	6465/5031/1/4K2

This is to certify that I, _____

Representing _____

Attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

PA-11: DECLARATION OF INTEREST AND TENDERER'S PASTSUPPLY CHAIN MANAGEMENT PRACTICES

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

Project title:	Construction Health and Safety Agent i.t.o. the Construction Regulations of the OHS Act for: <i>BISHO HIGH COURT: CONSTRUCTION OF ADDITIONAL ACCOMMODATION: APPOINTMENT OF OCCUPATIONAL HEALTH AND SAFETY AGENT</i>		
Tender no:	PE15/2021	Reference no:	6465/5031/1/4K2

1. Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to tender (includes a price quotation, advertised competitive tender, limited tender or proposal). In view of possible allegations of favouritism, should the resulting tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:
 - the tenderer is employed by the state; and/or
 - the legal person on whose behalf the tender document is signed, has a relationship with a person/ persons who are/is involved in the evaluation and or adjudication of the tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the tender.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the tender.**
 - 2.1 Full name of tenderer or his/her representative: _____

 - 2.2 Identity number: _____
 - 2.3 Position occupied in the Company (director, trustees, shareholder², ect.): _____

 - 2.4 Company registration number: _____
 - 2.5 Tax reference number: _____
 - 2.6 VAT registration number: _____
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹ "State" means –

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

² "Shareholder" means –

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

2.7 Are you or any person connected with the tenderer presently employed by the state? Yes No

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution: _____

Any other particulars: _____

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? Yes No

2.7.2.1 If yes, did you attach proof of such authority to the tender document?
(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the tender.) Yes No

2.7.2.2 If no, furnish reasons for non-submission of such proof: _____

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

2.8.1 If so, furnish particulars: _____

2.9 Do you, or any person connected with the tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this tender? Yes No

2.9.1 If so, furnish particulars: _____

2.10 Are you, or any person connected with the tenderer, aware of any relationship (family, friend, other) between the tenderer and any person employed by the state who may be involved with the evaluation and or adjudication of this tender? Yes No

2.10.1 If so, furnish particulars: _____

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are tendering for this contract? Yes No

2.11.1 If so, furnish particulars: _____

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

	Full name	Identity number	Personal tax reference number	State employee number / Persal number
1				
2				
3				
4				
5				

6				
7				
8				
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10				

4. Declaration of tenderer's past supply chain management practices.

- 4.1 This Standard Tender Document must form part of all tenders invited.
- 4.2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 4.3 The tender of any tenderer may be disregarded if that tenderer, or any of its directors, have:
- (a) abused the institution's supply chain management system;
 - (b) committed fraud or any other improper conduct in relation to such system or
 - (c) failed to perform on any previous contract.

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

Item	Question	Yes	No
5.1	<p>Is the tenderer or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alterempartem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
5.1.1	If so, furnish particulars:		

5.2	Is the tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (Act No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.2.1	If so, furnish particulars:		
5.3	Was the tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.3.1	If so, furnish particulars:		
5.4	Was any contract between the tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5.4.1	If so, furnish particulars:		

CERTIFICATION

I, the undersigned (full name) _____

Certify that the information furnished on this declaration form is true and correct.

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

Signature

Date

Position

Name of Tenderer

This form is aligned to SBD 4 and 8.

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(Project description as per Tender Document)

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

- 2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

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

13			
14			
15			
16			
17			
18			
19			
20			

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

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

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

(Project description as per Tender Document)

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

- 1 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

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

- 2 The Enterprise accept joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
- 3 The Enterprise chooses as its *domiciliumcitandi 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			
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10			

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

Note:

- * Delete which is not applicable.*
- NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Tendering 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 Tendering Enterprise (attach proof of shareholding / ownership hereto).
- Directors / Members / Partners of the Tendering Enterprise may alternatively appoint a person to sign this document on behalf of the Tendering Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Tendering Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
- 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 tender for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a consortium/joint venture)*

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

8 _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____ *(project description as per Tender Document)*

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

B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

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

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

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

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

Physical address: _____

_____ (code)

Postal Address: _____

_____ (code)

Telephone number _____

Fax number: _____

	Name	Capacity	Signature
1			
2			
3			
4			
5			
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7			
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15			

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

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must 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).

PA-29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Construction Health and Safety Agent i.t.o. the Construction Regulations of the OHS Act for: BISHO HIGH COURT: CONSTRUCTION OF ADDITIONAL ACCOMMODATION: APPOINTMENT OF OCCUPATIONAL HEALTH AND SAFETY AGENT		
Tender no:	PE15/2021	Reference no:	6465/5031/1/4K2

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all tenders¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act, 1998(Act 89 of 1998) as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive tendering (or tender rigging)². Collusive tendering is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the tender of any tenderer if that tenderer, or any of its directors, have abused the institution's supply chain management system and/or committed fraud or any other improper conduct in relation to such system;
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the tendering process or the execution of that contract.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when tenders are considered, reasonable steps are taken to prevent any form of tender rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the tender.

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

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

PA-29: CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying tender:

Project title:	Construction Health and Safety Agent i.t.o. the Construction Regulations of the OHS Act for: <i>BISHO HIGH COURT: CONSTRUCTION OF ADDITIONAL ACCOMMODATION: APPOINTMENT OF OCCUPATIONAL HEALTH AND SAFETY AGENT</i>
Tender no:	PE15/2021

in response to the invitation for the tender made by:

The Government of the Republic of South Africa in its Department of Public Works,

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying tender will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the tenderer to sign this Certificate, and to submit the accompanying tender, on behalf of the tenderer;
4. Each person whose signature appears on the accompanying tender has been authorized by the tenderer to determine the terms of and to sign the tender on behalf of the tenderer;
5. For the purposes of this Certificate and the accompanying tender, I understand that the word "competitor" shall include any individual or organization, other than the tenderer, whether or not affiliated with the tenderer, who:
 - (a) has been requested to submit a tender in response to this tender invitation;
 - (b) could potentially submit a tender in response to this tender invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the tenderer and/or is in the same line of business as the tenderer;
6. The tenderer has arrived at the accompanying tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive tendering.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit a tender;
 - (e) the submission of a tender which does not meet the specifications and conditions of the tender; or
 - (f) tendering with the intention not to win the tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this tender invitation relates.

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

I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to tenders and contracts, tenders 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, 1998(Act 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, 2004 (Act 12 of 2004) or any other applicable legislation.

Name of Tenderer	Signature	Date	Position

³ 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.

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

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

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

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

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

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

1.6 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.

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 section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression 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 and promulgated in the *Government Gazette* on 9 February 2007;

- (r) “**trust**” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) “**trustee**” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \mathbf{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where

- P_s = Points scored for comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{min} = Comparative price of lowest acceptable bid

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

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

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

5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

(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)

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 audialterampartem (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:
.....

THIS FORM IS ALIGNED TO SBD 6.1

C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

Professional Construction Health and Safety Agent in terms of Section 4(4) and 4(5) of the Construction Regulations of the Occupational Health and Safety Act (Act 85 of 1993)

on the Project

BISHO HIGH COURT: CONSTRUCTION OF ADDITIONAL ACCOMMODATION: APPOINTMENT OF OCCUPATIONAL HEALTH AND SAFETY AGENT

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 Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the service of Professional Construction Health and Safety Agent in terms of the Construction Regulations of the Occupational Health and Safety Act (Act 85 of 1993), 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) ,and as described in C3 Scope of Services, is :

R (In figures)

.....

..... **Rand** (in words)

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

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

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

Company or close corporation:
.....
.....
whose registration number is:
.....
whose income tax reference number is:
.....
and whose National Treasury Central Supplier Database (CSD) numbers are:
CSD supplier number:
Tax Compliance Status Pin (TCSP).....

OR

Natural person or partnership:
.....
.....
whose identity number(s) is/are:
.....
whose income tax reference number is/are:
.....
and whose National Treasury Central Supplier Database (CSD) numbers are:
CSD supplier number:
Tax Compliance Status Pin (TCSP).....

AND WHO IS (if applicable):

Trading under the name and style of:

AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A resolution / power of attorney, signed by all the directors / members / partners of the legal entity must accompany this offer, authorising the representative to make this offer.
--	---

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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: _____

Acceptance

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

The terms of the Contract are contained in:

- Part C1 Agreements and Contract Data, (which includes this agreement)
- Part C2 Pricing Data
- Part C3 Scope of Services

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect, if sent by registered post, 4 days from the date on which it was posted, if delivered by hand, on the day of delivery, provided that it has been delivered during ordinary business hours, or if sent by fax, the first business day following the day on which it was faxed. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

For the Employer:

Name of signatory	Signature	Date

Name of Organisation:	Department of Public Works
Address of organisation:	

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Notes:

1. The extent of deviations from the tender documents issued by the Employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
2. A tenderer's covering letter shall not be included in the final Contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.
4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the Contract.

1.2.1. Subject:
Detail:

1.2.2. Subject:
Detail:

1.2.3. Subject:
Detail:

1.2.4. Subject:
Detail:

1.2.5. Subject:
Detail:

1.2.6. Subject:
Detail:

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

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

C1.2 Contract Data

C1.2.1 Standard Professional Services Contract
The conditions applicable to this Contract are the **Standard Professional Services Contract (July 2009 edition)** published by the **Construction Industry Development Board (CIDB)**.

The Standard Professional Service Contract is not included in this tender document. Tenderers must obtain it on the CIDB's Website at:
http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx

C1.2.2 Data provided by the Employer

Clause	
	<p>The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.</p> <p>Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.</p>
1	The Employer is the Government of the Republic of South Africa in its Department of Public Works and Infrastructure.
1	The Period of Performance is from inception of this Contract until the Service Provider has completed all Deliverables in accordance with the Scope of Services.
1	The Project is: Professional Construction Health and Safety Agent in terms of section 4(4) and 4(5) of the Construction Regulations of the Occupational Health and Safety Act for the Project: BISHO HIGH COURT: CONSTRUCTION OF ADDITIONAL ACCOMMODATION: APPOINTMENT OF OCCUPATIONAL HEALTH AND SAFETY AGENT
3.4 and 4.3.2	The authorised and designated representative of the Employer is the departmental project manager, details of whom are as indicated in T1.1 Notice and Invitation to Tender under item T1.1.6.
3.4.1	Communication by e-mail is not permitted.
3.5	The Services shall be executed in the Service Provider's own office and on the Project site as described in C3.2.7 Project Details. No portion of the work may be performed by a person employed by the State. No portion of the work may be sublet to any other person or persons without the prior written approval of the Employer.
3.6	Omit the following: " ... Within two (2) years of completion of the Service ..."
3.12.1	Period of Performance shall be sub-dividable in separate target dates according to the programme to be submitted in terms of clause 3.15 hereof. A Penalty amount of R1 000 per day will be applicable per target date for the full period of the delay. In the event that the delay exceeds 30 days, the Employer will have the option to either: (i) terminate the contract and recover any loss as a result of the termination from the Service Provider, or (ii) allow the Service Provider to continue with the Services after the agreement of a new target date and recover the penalty of R1 000 per day for the full period of the delay.

3.15	<p>Project Execution Plan (PEP): A PEP for the performance of the Service shall be submitted by the Service Provider, to the departmental project manager, within a period of two (2) weeks following the briefing meeting.</p> <p>In the event of the Employer not being satisfied with the submitted PEP, the Parties will negotiate in good faith towards a PEP that will be agreeable to both. Such an agreed-upon PEP will form the basis for the management of the appointment and remuneration purposes. Should circumstances change from the initial briefing, the Service Provider and the Employer will negotiate a revised PEP to satisfy such change(s). Should the Parties fail to reach agreement on the PEP or revised PEP, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer.</p>
3.16.2	<p>Where CPI_s = the index of StatsSA P0141 (Table B) for the month during which the tender closed. CPI_n = the index of StatsSA P0141 (Table B) for the month in which the anniversary of the tender date falls.</p> <p>The indices of StatsSA P0141 are available on the Website: http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141</p>
4.1.1	<p>Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.4.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements of the project and the Scope of Services and hand over, to the Service Providers, all documentation relevant to the execution of the Service.</p>
4.4	<p>Others providing Services on this Project are as listed in C3.4.1 Service Providers.</p>
5.4.1	<p>Minimum professional insurance cover of R1,5 million with the first amount payable not exceeding 5% of the value of indemnity, and/or personal liability – all as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide data as required.</p>
5.5	<p>The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions:</p> <ol style="list-style-type: none"> 1 Travelling for which payment will be claimed, as defined in C2.1.5 Travelling and subsistence arrangements and tariffs of charges; 2 Deviate from the final programme as in clause 3.15 above; 3 Deviate from the programme (delayed or earlier); 4 Deviate from or change the Scope of Services; 5 Change Key Personnel on the Service.
5.5 (c)	<ol style="list-style-type: none"> 1 Exclusion of authority/powers The Service Provider's authority to act and/or to execute functions or duties is excluded in respect of the matters listed below. The Employer shall retain its powers and authority as stipulated in the applicable clauses of the contract data which are relevant and applicable to the JBCC or GCC conditions of contract. <ol style="list-style-type: none"> 1.1 Nomination of nominated or selected subcontractors; 1.2 Granting of extension of time and/or ruling on claims associated with claims for extension of time; 1.3 Acceleration of the rate of progress and determination of the cost for payment of such acceleration; 1.4 Rulings on claims and disputes; 1.5 Suspension of the works; 1.6 Final payment certificate; 1.7 Issuing of <i>mora</i> notices to the contractor;

	<p>1.8 Cancellation of the contract between the Employer and contractor.</p> <p>Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the Employer sufficient time to respond within the time periods and in the format(s) determined in said conditions of contract. The Employer's ruling will be copied to the Service Provider for information.</p> <p>2 Limitation of authority/powers The Service Provider's authority is limited in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of:</p> <p>2.1 Institution of or opposing litigation; 2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project; 2.3 Instructions to embark on day works; 2.4 Day works rates; 2.5 Material quotes relating to day works; 2.6 Adjustment of general items relating to day works; 2.7 Expenditure on prime cost items; 2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates.</p> <p>In respect of the matters listed in 2.1 to 2.8 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract.</p> <p>Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.</p>
8.1	The Service Provider is to commence the performance of the Services immediately after the Contract becomes effective and execution to be as per the programme in clause 3.15above (see C3 Scope of Services, C3.5 Brief).
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed two (2) years.
9.1	Copyright of documents prepared for the Project shall be vested with the Employer.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the president of the Association of Arbitrators (Southern Africa).
12.2.4 / 12.3.4	Final settlement is by litigation.
13.1.3	All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Contract.

13.5	The amount of compensation is unlimited.
13.6	The provisions of 13.6 do not apply to the Contract.
14.4	In the first sentence, change "... period of twenty four months after ..." to "... period of thirty six months after ...".
15	In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.
5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1 or PA-15.3 by the tendering Service Provider.
5.4.1	<p><u>Indemnification of the Employer</u></p> <p>I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1 or PA-15.3)</p> <p>.....(Name of authorized person)</p> <p>hereby confirm that the Service Provider known as:</p> <p>.....(Legal name of entity tendering herein)</p> <p>tendering on the project:</p> <p>.....</p> <p>.....(Name of project as per C1.1 Form of offer and acceptance)</p> <p>holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than R 1, 5 million, with the first amount payable not exceeding 5% of the value of indemnity. I further confirm that the Service Provider will keep such professional indemnity fully subscribed. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract.</p> <p>I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate.</p> <p>I confirm that the Service Provider renounces the benefit of the <i>exceptions non causadebit, non numeratespecuniae</i> and <i>excursions</i> or any other exceptions which may be legally raised against the enforceability of this indemnification.</p> <p>Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement.</p> <p>NAME:</p> <p>CAPACITY:</p> <p>SIGNATURE:</p>

7.1.2	<p>As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, and/or, one or more professional(s) employed to render professional services, for whom copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation.</p> <p>The Key Persons and their jobs / functions in relation to the Services are:</p>		
	Principal and/or employed professional(s)	Category of registration	Specific duties
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
7.2	A Personnel Schedule is not required.		

If the space provided in the table above is not sufficient to describe the **specific duties**, this space may be utilized for such purpose:

C2: PRICING DATA

C2.1 Pricing Instructions

C2.1.1 Basis of remuneration, method of tendering and estimated fees

C2.1.1.1 Professional fees for Agency Services will be paid on a **time basis**.

C2.1.1.2 **Tenderers are to tender the hourly rate for the work in C2.2.2 Activity Schedule for Time Based Fees, column (a)**

all as set out below.

C2.1.2 Remuneration for **Services** as Professional Construction Health and Safety Agent in terms of Section 4(4) and 4(5) of the **Construction Regulations of the Occupational Health and Safety Act, 1993 (Act 85 of 1993)**

C2.1.2.1 **Professional fees shall be calculated as follows for the Services rendered by the Service Provider:**

- **The basis for remuneration being a time based fee, the rate tendered for the work in “C2.2.2 Activity Schedule for Time Based Fees”, column (a), multiplied by the actual number of hours spent plus Value Added Tax.**

C2.1.2.2 The amount tendered herein (C1.1) is for tender purposes only and will be amended according to the application of the actual number of hours as well as determined in C2.1.2.3.

C2.1.2.3 The rate per hour tendered for the service will annually be adjusted for inflation as determined by clause 3.16.2 of the Contract, as amended in the Contract Data in C1.2.2. The time based rates applicable at the time of the execution of the work, as adjusted from time to time, may be claimed.

C2.1.2.4 Reimbursable rates for typing, printing and duplicating work and forwarding charges as set out under C2.1.4 herein will be paid in full, irrespective of the rates tendered as referred to in C2.1.1.2 and C2.1.2.1 above.

C2.1.2.5 **Disbursements in respect of all travelling and related expenses**(including all travelling costs, time charges and subsistence allowances related thereto) **will not be paid for**. **Tenderers must make provision for and include all such costs in their tender when calculating the rates as described in C2.1.1.2 above.**

The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hours' notice to visit the site if so required. All costs in this regard will be deemed to be included in the applicable fees as stated in C2.1.1.1.

C2.1.2.6 All fee accounts are to be signed by a principal of the Service Provider and submitted in original format, failing which the accounts will be returned. Copies, facsimiles, electronic and other versions of fee accounts will not be considered for payment.

C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account.

C2.1.2.8 Payments to the Service Provider will be made electronically according to the banking details furnished by the Service Provider. Any change in such banking details must be communicated to the departmental project manager timeously. Fee accounts, correct in all respects, will be deemed submitted when received by the Employer and settled when electronically processed by the Employer. The Employer reserves the right to dispute the whole account, any item or part of an item at any time and will deal with such case in terms of clause 14.3 of the General Conditions of Contract.

- C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.
- C2.1.2.10 The cost of all site Personnel will be deemed to be included in the applicable fees as stated in C2.1.1.1 above. Should the need for supplementary services arise, including but not limited to detailed inspections on site during construction stage, the cost thereof should be negotiated with the departmental project manager at the time.
- C2.1.2.11 Hourly rates shall be deemed to include overheads and charges in respect of time expended by clerical Personnel which shall, therefore, not be chargeable separately.
- C2.1.3 Set off
The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other departmental project.
- C2.1.4 Typing, printing and duplicating work and forwarding charges
- C2.1.4.1 Reimbursable rates
The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: [http://www.publicworks.gov.za/under "Documents"; "Consultants Guidelines"; item 1.](http://www.publicworks.gov.za/under%20Documents%20Consultants%20Guidelines)
- C2.1.4.2 Typing and duplicating
If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.
- If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".
- Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.
- The typing of correspondence, appendices and covering letters are deemed to be included in the hourly rates paid.
- C2.1.4.3 Drawing duplication
(a) For drawing duplication the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" may be claimed or may be claimed according to the provisions as in (b) or (c) below.
- (b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the

lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.

(c) If the Service Provider does not undertake his own drawing duplication, he shall be paid the lowest of three quotations of local firms doing plan printing in his locality. Such quotations must accompany his account.

(d) Should there not be three firms doing drawing duplication in his locality, it must be mentioned on his account and the available quotation(s) must then accompany the account.

(The cost of providing all polyester negative prints required to form part of the original set of drawings, as-built drawings including computer assisted drawing records for all facets/disciplines involved in the project are included in the tendered fees and will not be reimbursed separately.)

C2.1.4.4 Forwarding charges

(a) Only the charges in respect of the forwarding of parcels by courier or air freight on special request by the Employer will be refunded, provided that such charges will not be refunded if the request had been made as a result of a delay caused by the Service Provider.

(b) The cost of postage, facsimile transmissions, telephone calls, e-mails, etc., is deemed to be included in the value based fees and time based fees paid.

C2.1.5 Travelling and subsistence arrangements and tariffs of charges

Notwithstanding the ruling in C2.1.2.5 above (regarding disbursements and travelling expenses which will not be paid), when the Service Provider is requested in writing by or prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated for travelling time, disbursements and travelling expenses. Travelling time will be fully reimbursed.

C2.1.5.1 General

The most economical mode of transport is to be used taking into account the cost of transport, subsistence and time. Accounts not rendered in accordance herewith may be reduced to an amount determined by the Employer.

As the tariffs referred to hereunder are adjusted from time to time, accounts must be calculated at the tariff applicable at the time of the expenditure.

Where journeys and resultant costs are in the Employer's opinion related to a Service Provider's failure, in terms of this Contract, to properly document or co-ordinate the work or to manage the Contract, no claims for such costs will be considered.

C2.1.5.2 Travelling costs

Fees for travelling costs are as set out in Table 3 in the "Rates for Reimbursable Expenses".

Travelling costs will be refunded for the full distance covered per return trip measured from the office of the Service Provider appointed.

Compensation for the use of private motor transport will be in accordance with the Government tariff for the relevant engine swept volume, up to a maximum of 3000 cubic centimetres, prescribed from time to time and as set out in Table 3 in the "Rates for Reimbursable Expenses".

C2.1.5.3 Hired vehicles

In cases where use is made of hired vehicles, the most economical sized vehicle available is to be used but compensation shall nevertheless be restricted to the cost of a hired car not exceeding a capacity of 1300 cc. Where use of a special vehicle is essential (e.g. four track or minibus to accommodate more people), prior approval in writing must be obtained from the departmental project manager.

C2.1.5.4 Subsistence allowance

The subsistence allowances are as set out in Tables 4 and 5 in the "Rates for Reimbursable Expenses".

Only actual costs are payable in respect of absence from office of less than 24 hours.

Should the daily tariff as set out in Table 4 be inadequate, substantiated actual costs plus a special daily allowance, as shown in Table 5 for incidental expenses, may be claimed. It must be noted that claims may only be according to Table 4 or Table 5. Accommodation should be limited to the equivalent of a three star hotel and no alcoholic beverages or entertainment costs may be claimed for.

C2.2 Activity Schedule

C2.2.1 Activities

C2.2.1.1 The activities shall be as listed under item C3.2

C2.2.1.2 The tenderer must make provision for all activities necessary for the execution of the service as set out in C3 Scope of Services hereof.

C2.2.2 Activity Schedule for Time Based Fees

ACTIVITY SCHEDULE FOR TIME BASED FEES

Tenderer's Rates for Time Based Fees			
(a) Tenderer's rate per hour for Time Based Fees	X	(b) Estimated hours	(a)x(b) Financial Offer by Tenderer for Time Based Fees
R	X	1480 h	= R (1)
Add VAT @ 15%			R (2)
<u>TOTAL FINANCIAL OFFER FOR TIME BASED FEES</u> ⁽¹⁺²⁾			R (3)

NOTE: 1. Total Financial Offer for Time Based Fees, (3) above, **must be carried over to C1.1 Form of Offer and Acceptance**. Failure to carry this over to the Form of Offer and Acceptance **may render the tender non-responsive**. In terms of C2.1.2.5, time spent on travelling, as well as any other travel related expenses (such as travelling costs and subsistence allowances) will not be remunerated – except as provided for in C2.1.5.

C3: SCOPE OF SERVICES

C3.1 Employer's objectives

A Service Provider performing all the duties of the client as the Professional Construction Health and Safety Agent of the Employer in terms of section 4(4) and 4(5) of the Construction Regulations 2014(CR) promulgated under the Occupational Health and Safety Act, 1993(Act 85 of 1993) (OHSA) as well as monitoring compliance by the contractor(s) with the OHSA as captured in the CR and other built environment related acts on the construction site pertaining to the appointment which may result from this tender.

C3.2 Description of Services

The Service Provider for the project will primarily undertake the duties apportioned by the Construction Regulations(CR) to the Employer for the project to which the intended appointment/actual appointment pertains, but will also include duties in respect of other legislation as listed in C3.6 Applicable legislation and standards. The details of the duties of the Service Provider under the appointment, as set out below, provide a basis for the understanding of the duties, but shall not be deemed to be exhaustive, but will serve to illustrate the intention of the Employer and the Employer's expectation of the functions apportioned to the appointee under the contract.

C3.2.1 Appointment and briefing of professional team (Project Initiation and Briefing)

Description: Agreeing client requirements and preferences, assessing user needs and options, appointment of necessary consultants in establishing project brief, objections, priorities, constraints, assumptions and strategies in consultation with client, and Finalisation of Project Concept and feasibility.

C3.2.1.1 The Pr. CHSA must attend briefing meetings with the other service providers (the professional team) and brief all on the requirements of the Occupational Health and Safety Act, 1993 (Act 83 of 1993) as well as all the applicable legislation and standards listed under C3.6 below.

Standard Services

- (a) Demonstrate the Construction Health and Safety Agent competency and resource
- (b) Assist in developing a clear construction project health and safety brief
- (c) Attend the construction project initiation meetings
- (d) Conclude the terms of the agreement with the client
- (e) Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for the next stage of the project
- (f) Advise the client on the adequacy of health and safety competency and resources of the other consultants or participants
- (g) Identify construction project health and safety risk profile
- (h) Define the Construction Health and Safety Agent scope of work and services
- (i) Agree on the documentation programme with the principal consultant and other consultants
- (j) Attend design and consultants meetings
- (k) Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants
- (l) Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project
- (m) Advise on preliminary cost estimates/budgets for construction project health and safety

C3.2.1.2 Construction Health and Safety Deliverables: Project Initiation and Briefing

- a) Construction project health and safety risk profile
- b) Agreed construction project health and safety policy for the project
- c) Construction project baseline risk assessment- CR 4(1)(a)
- d) Construction project health and safety specification- CR 4(1)(b)
- e) Record of appropriate specialists health and safety competency and resource assessments
- f) Schedule of required surveys, tests and other investigations and related reports
- g) Record of construction project health and safety risk communication
- h) Design risk management process
- i) Preliminary cost estimates/budgets for construction project health and safety
- j) Assess and approve the appropriate specialists health and safety plans
- k) Ensure that special importance to the accessibility of the building and facilities to ensure that the design, tender documentation and construction have adequate provision to allow for access and facilities/amenities for the physically disabled.

C3.2.2 Planning stage and preparation of tender documentation (Design Development and Procurement)

Description: Manage, coordinate and integrate the detail design development process within the project scope, time, cost and quality parameters together with the process of establishing and implementing procurement strategies, and procedures, including the preparation of necessary tender documentation for effective and timeous execution of the project.

- C3.2.2.1 Before tenders are invited, the Service Provider shall monitor that the requirements as set during the professional team's briefing meetings have been attended to in the design and documentation (e.g. provision for access and amenities for the disabled, etc.). The final responsibility for the inclusion of adequate provision for the required measures, specifications, etc., however, will remain with the relevant other service provider

Standard Services

- (a) Review the documentation programme with the principal consultant and the other consultants
- (b) Attend all design and consultants meetings
- (c) Finalise the construction project health and safety risk profile
- (d) Advise designers of their health and safety legal liabilities and responsibilities for constructability, maintainability and operationability of the structure
- (e) Manage, co-ordinate, integrate and record the design risk management process with the other consultants in a sequence to suit the documentation programme
- (f) Monitor the integration of health and safety aspects for constructability, maintainability and operationability of the structure during the design process and update the construction project baseline risk assessment
- (g) Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications
- (h) Agree on a format for the health and safety file
- (i) Assess and approve necessary construction project health and safety plans for early works
- (j) Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works
- (k) Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets

- (l) Liaise, co-operate and provide necessary construction project health and safety information to the client, principal consultant and the other consultants
- (m) Assist in developing a clear construction project health and safety procurement process
- (n) Finalize construction project tender health and safety specifications and integrate with procurement documentation (tender documentation)
- (o) Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants
- (p) Prepare construction project health and safety documentation for submission to authorities
- (q) Participate in construction project tender clarification meetings
- (r) Assist the cost consultant (Principal Agent) in the finalization of the construction project health and safety cost estimate/budget
- (s) Assist with the preparation of contract documentation for signature
- (t) Prepare construction project health and safety mobilization and access plans for the construction work
- (u) Assess samples, mock-ups and products for construction project, structural maintainability and operability health and safety compliance

C3.2.2.2 Construction Health and Safety Deliverables: Design Development and Procurement

- (a) Final construction project tender health and safety specifications
- (b) Final construction project health and safety risk profile
- (c) Record of construction project health and safety risk communication
- (d) Final construction project health and safety baseline risk assessment
- (e) Updated draft construction project health and safety specification
- (f) Design risk management records
- (g) Schedule of precautions necessary for construction project health, safety and hygiene control
- (h) Approved early works health and safety plans
- (i) Early works audit reports and records
- (j) Initial schedule of construction project health and safety cost estimates/budgets
- (k) Template for health and safety file
- (l) Records of construction project health and safety procurement process
- (m) Finalised schedule of construction project health and safety cost estimate/budget
- (n) Construction project health and safety mobilisation and access plans
- (o) Design risk management records
- (p) Record of construction project health and safety risk communication

C3.2.3 Tender evaluation and awarding of contract

- C3.2.3.1 The Pr. CHSA must assist the departmental project manager during the tender stage to assess and verify all short listed contractors' competencies, knowledge and resources to carry out the construction works in a safe and healthy manner within two weeks after receiving their names.
- C3.2.3.2 The Pr. CHSA must monitor that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process (CR section).

C3.2.4 Appointment, briefing of, and site handover to principal contractor and subcontractors

Pr. CHSA Standard Services

- (a) Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans
 - (b) Submit necessary construction health and safety documentation to authorities and facilitate **permits** that may be required to commence the construction work
 - (c) Attend site handover meetings and lead construction project health and safety mobilisation and access plans
 - (d) Attend regular site, technical and progress meetings
 - (e) Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes
 - (f) Monitor the implementation of the construction project health and safety plans in accordance with the construction project health and safety specification and further scope of work changes and recommend stop work orders where necessary
 - (g) Monitor design risk management
 - (h) Perform incident and accident investigations where necessary
 - (i) Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits
 - (j) Conduct construction health and safety management system audits
 - (k) Facilitate construction health and safety system and plans reviews for continual improvement
 - (l) Monitor the compilation of the construction project health and safety file by the contractor(s)
 - (m) Prepare and maintain the consolidated health and safety file
 - (n) Prepare the structure commissioning health and safety plans
- C3.2.4.1 The Pr. CHSA must attend the site handover meeting with the contractor and brief all on the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as well as all the applicable legislation and standards listed under C3.6 below;
- C3.2.4.2 Provide aspiring subcontractors, who are preparing bids for, or any subcontractors, who have been appointed by the principal contractor to perform construction work for the client, with the documented health and safety specification for construction work.
- C3.2.4.3 Promptly provide the principal contractor and his agent with any information which might affect the health and safety of any person carrying out construction work.
- C3.2.4.4 Discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in sub-regulation of the CR and thereafter finally approve the health and safety plan for implementation.

- C3.2.4.5 Asses the health and safety plan submitted by the principal contractor and, if found to be acceptable, recommend joint approval to the departmental project manager.

Pr. CHSA Deliverables

- (a) Approved contractor(s) construction project health and safety plans, including all construction health and safety appointments
- (b) Permits to commence construction work
- (c) Record of meetings, including all construction health and safety matters to be actioned
- (d) Record of revised changes to the construction project health and safety risk profiles
- (e) Record of revised changes to the construction project health and safety specifications
- (f) Record of revised changes and commissioning of the construction project health and safety plans
- (g) Record of revised construction project health and safety cost estimate/budget
- (h) Records of design risk management
- (i) Record of construction project health and safety audit reports
- (j) Record of contractor(s) construction health and safety performance
- (k) Record of construction project health and safety work stoppage reports
- (l) Record of incident and accident investigations and corrective actions
- (m) Record of interactions with the Compensation Commissioner or similar
- (n) Record of construction health and safety system and plans reviews
- (o) Record of construction project health and safety risk communication
- (p) Structure commissioning health and safety plans

C3.2.5 Construction phase of contract

C3.2.5.1 Monitoring functions

C3.2.5.1.1 General

- (a) The Pr. CHSA shall monitor and keep written record of the items listed below from the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977) (NBRBSA) as well as all the applicable legislation and standards listed under C3.6 below and shall report on compliance by the relevant party/parties to the departmental project manager on a monthly basis.
- (b) Monitoring measures shall include periodic audits at intervals mutually agreed upon between the Pr. CHSA and principal contractor. Attendance of the periodic (at monthly or shorter intervals) project monitoring meetings with the contractor(s) and other service providers will be required to address issues and operational deficiencies/failure to comply.

C3.2.5.1.2 Application for permit to perform Construction work

- (a) The Pr. CHSA must apply to the provincial director in writing for a permit to perform construction work at least 14 days before the work is to be carried out on a form similar to Annexure 2 of the Construction Regulations, 2014
- (b) The Pr. CHSA must ensure that no work in connection with the erection or demolition of any building shall commence on the site unless notice, in the form required by the local authority, has been given to such local authority by the owner of such building, stating the date on which such erection or demolition will commence (NBRBSA section A22).

C3.2.5.1.3 Health and safety plans

The Pr. CHSA must monitor that:

- (a) the principal contractor provide and demonstrate a suitable and sufficiently documented health and safety plan, based on the Service Provider's documented health and safety specification contemplated in CR section 4(1)(m), which shall be applied from the date of commencement and for the full duration of construction work in terms of CR section 7.(1)

- (b) a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor (CR section 5(1) (m))
- (c) the principal contractor obtains from each appointed subcontractor a specific contractor's health and safety plan covering the specific part of the project apportioned to that subcontractor in respect of the Construction Regulations and related operations as integrated with the principal contractor's health and safety plan, and based on the health and safety specification of the client.
- (d) a copy of each subcontractor's health and safety plan, as well as the contractor's health and safety plan contemplated is available on request to an employee, inspector, contractor, client or client's agent.
- (e) the principal contractor ensures that a specific contractor's health and safety plan covering a specific part of the project health and safety plan as determined in CR section 7.(2) is implemented and maintained on the construction site.
- (f) the principal contractor ensures that the collection of health and safety plans covering the various parts of the project is kept updated throughout the project;

C3.2.5.1.4 Risk assessments by contractors

The Pr. CHSA must monitor that:

- (a) every contractor appointed to perform construction work, shall have a risk assessment performed by a competent person appointed in writing before the commencement of any construction work and during construction work. The risk assessment shall be part of the health and safety plan to be applied on the site.
- (b) a copy of each risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.

C3.2.5.1.5 Appointments to be made by contractor

The Pr. CHSA must monitor that the principal contractor has appointed all and ensures the appointment of all necessary competent persons in writing; that is (and not limited to)

- (a) The appointment or ensure the appointment of each subcontractor in writing for that part of the project apportioned to the subcontractor in respect of the Construction Regulations; (CR section 5(1) (a) (v))
- (b) The appointment or ensure the appointment of a full-time competent employee designated in writing as the construction, with the duty of supervising the performance of the construction work (CR section 6(1))
- (c) The subcontractor's duty to duly appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on site after having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site (CR section 6(6))
- (d) The appointment or ensure the appointment of a competent person(s), responsible for the preparation of a fall protection plan for the entire project and site, to be duly designated in writing (CR 8(1))
- (e) To ensure and appoint in writing the correct number of trained and suitably equipped first aid officials for the site as well as having provided a suitable treatment facility
- (f) To appoint or ensure the appointment in writing a competent person(s) in terms of General Machinery Regulations in the case of working on sites where large installations, the capacity

of which exceeds an electrical demand or mechanical energy consumption of 1.2MVA, are involved (General Machinery Regulations)

- (g) Appoint or ensure the appointment in writing a competent person to supervise and inspect all temporary works operations (CR section 10(1))
- (h) Appoint or ensure the appointment a competent person(s) to supervise all excavation work, have each excavation, including all bracing and shoring, inspected and ensure the safety of all excavations on the site, duly appointed in writing (CR section 11(1))
- (i) Appoint or ensure the appointment a competent person in writing to supervise and control all demolition work on site (CR section 12(1))
- (j) The appointmentor ensure the appointment a person, competent in the use of explosives for demolition and all relevant work to develop a method statement in accordance with the applicable explosives legislation (CR section 12(11))
- (k) The appointmentor ensure the appointment a competent person in writing to ensure that scaffolding complies with the safety standards, to oversee all scaffolding work operations and verify that that all scaffold erectors, team leaders and inspectors are competent (CR 14(1))
- (l) The appointmentor ensure the appointment a competent in writing to oversee all suspended platform work operations and to verify that that all suspended platform erectors, operators and inspectors are competent (CR 15(1))
- (m) The appointment or ensure the appointment of a competent person to operate and supervise bulk mixing plant and to keep record of maintenance (CR 18(1))
- (n) The appointment or ensure the appointment of a competent person(s) in writing to examine and clean all explosive actuated fastening devices used on the construction site (CR 19(1))
- (o) The appointment or ensure the appointment of a competent person(s) in writing to be in the control of all temporary electrical installations on the construction site (CR (22))
- (p) The appointment or ensure the appointment of a competent person(s) in writing to supervise all stacking and storage on the construction site (CR 26))
- (q) The appointment or ensure the appointment of a competent person(s) in writing to inspect the equipment required for fire safety and protection on the site in the manner indicated by the manufacturer thereof and having it similarly maintained (CR 27(h))
- (r) The appointment or ensure the appointment of a competent person(s) in writing to ensure that all ladders are complying with the requirement of section 13A of the General Safety Regulations;
- (s) Ensuring that all contractors appointed on the project appoint Health and Safety representatives and convene regular Health and Safety committee meetings (OHSA sections 17 to 19).
- (t) Ensuring that a contractor, in addition to the construction site provisions in the facility regulation 2004 promulgated by Government notice NO. R.924 of 3rd of August 2004, provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities. (CR 28))

C3.2.5.1.6 Training due before construction work begins or the site entered

The Pr. CHSA must monitor that the principal contractor has:

- (a) Ensured all employees involved in the construction project to be informed, instructed and trained by a competent person regarding any hazard and the related work procedures before

any work commences, and thereafter at such times as may be determined in the risk assessment.

- (b) Ensured no employee to be allowed or permitted to enter the construction site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry
- (c) Ensure all employees required to work with or to be supported on a suspended platform to have been trained and found to be competent

C3.2.5.1.7 Medical fitness certificates for specific functions

The Pr. CHSA must monitor that the principal contractor has:

- (a) Ensured all operators required of tower cranes to be in possession of a medical certificate of physical and psychological fitness for such work
- (b) Ensured all employees required to work with or to be supported on a suspended platform to be in possession of a medical certificate of physical and psychological fitness for such work

C3.2.5.1.8 Preventative measures and protection plans

- (a) The Pr. CHSA must monitor that the principal contractor has caused that:
 - (i) Suitable and sufficient fire-extinguishing equipment have been placed at strategic locations or as may have been recommended by the fire chief or local authority concerned, and that such equipment is maintained kept ready and in good working order
 - (ii) Fire equipment required for fire safety and protection on site is being inspected weekly by the appointed competent person(s)
 - (iii) A sufficient number of workers, as determined by the competent person have been trained in the use of fire-extinguishing equipment
 - (iv) There is an effective evacuation plan for emergency preparedness

C3.2.5.1.9 Notification of controlled installations

For the following Units/entities, the Pr. CHSA must monitor that the principal contractor ensures:

- (a) Lifts: that he/she or the relevant subcontractor duly notifies the relevant provincial director of the Department of Labour of the intention to do a lift installation on the site of the contract. Due procedure must be followed to have the installation formally registered with the provincial director of the Department of Labour at completion;
- (b) Boiler installations: that he/she or the relevant subcontractor duly notifies the relevant provincial director of the Department of Labour of the intention to do a boiler installation on the site of the contract. Due procedure must be followed to have the installation formally registered with the provincial director of the Department of Labour at completion;
- (c) X-ray hand luggage and brief case scanners: that he/she or the relevant subcontractor/supplier duly notifies the Department of Health of the intention to do an X-ray hand luggage and brief case scanner installation on the site of the contract. Due procedure must be followed to have the installation formally registered with the Department of Health at completion;
- (d) Incinerators: that he/she or the relevant subcontractor/supplier duly notifies the Department of Environmental Affairs and Tourism of the intention to do an incinerator installation on the site of the contract. The documentation furnished will have to include an Environmental Impact Assessment (EIA) specific to the make and model of incinerator(s) which will be installed, if such has not been included in the original project EIA. Due procedure must be followed to

have the installation formally registered with the Department of Environmental Affairs and Tourism at its completion;

- (e) Water works and sewage processing/treatment Plant: that he/she or the relevant subcontractor/supplier duly furnishes all information on the intended water works and/or sewage processing/treatment plant to the departmental project manager and facilitate the process to enable the Employer to successfully register the installations with the Department of Water Affairs and Forestry in accordance with the National Water Act, 1998 (Act 36 of 1998).

C3.2.5.1.10 Provision of information to maintain health and safety on site

The Pr. CHSA must monitor that:

- (a) Where changes are brought about (by way of variation orders, instructions in respect of additions, deviations, etc.), sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely (CR 4(1)(r))
- (b) in addition to the documentation required in the health and safety file, a comprehensive and updated list of all the subcontractors on site, accountable to the principal contractor, as well as the type of work being done by each is available on site & copies of agreements between the parties.

C3.2.5.1.11 Registration, subscription, etc. of contractors

- (a) The Pr. CHSA must monitor through the principal contractor, that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer CR 4(1)(i))
- (b) The Pr. CHSA must monitor through the principal contractor, that every contractor is registered and in good standing with the Unemployment Insurance Fund CR 4(1)(j))

C3.2.5.1.12 Access control to and access provision on construction site

The Pr. CHSA must monitor that the principal contractor:

- (a) Has measures in place to allow access only to persons with direct business on the site (including inspectors of the Department of Labour) but only after having undergone a site safety briefing and while being protected by the various items of personal safety equipment required for each area of the site being accessed;
- (b) Has ensured that there is safe and convenient means of access to be provided to every part of the project site in which persons are required to work, ranging from trenches to scaffolding

C3.2.5.1.13 Records to be kept by principal contractor during construction phase

The Pr. CHSA must monitor that the principal contractor:

- (a) keeps at the workplace or section of a workplace, as the case may be, a record in the form of Annexure 1 for a period of at least three years, which record shall be open for inspection by an inspector, of all incidents which he or she is required to report in terms of section 24 of the Act and also of any other incident which resulted in the person concerned having had to receive medical treatment other than first aid (General Administrative Regulations (GAR) section 9.(1))
- (b) ensures that every employee on site is in possession of proof of the health and safety induction training as determined in sub-regulation (7(8)), issued by a competent person of the contractor prior to the commencement of construction work and carry the proof contemplated in paragraph for the duration of that project or for the period that the employee will be on the construction site(CR section 7(10) (a))
- (c) Keeps all drawings pertaining to the design of the relevant structure on site and that they are available on request by an inspector, contractors, client, client's agent or employee (CR section 9(3))

- (d) Keeps all drawings pertaining to the design of temporary works structures on the site and that they are available on request by an inspector, contractor, client, client's agent or employee (CR section 10(2)(c))
- (e) Ensures that the records of all suspended platform inspections, performance tests and changes of placement of supports are kept on the construction site for inspection (CR 17(11))
- (f) Ensures that details of the description, location, etc. of all temporary electrical work and the results of the prescribed inspections by the competent person are recorded in a register, countersigned and kept on site for inspection (CR section 22)
- (g) Ensures that every ladder on the construction site is suitable for the purpose for which it is used, complies in construction, materials and condition with the requirements section 13A of General Safety Regulations and is used in compliance with the requirements and prescriptions of said section
- (h) Ensures that all contractors appointed on the project keep records/minutes of their regular Health and Safety committee meetings. (OHSA Sections 17 to 19))

C3.2.5.2 **Project Close-out**

Description: The process of managing and administering the project close out, including preparation and co – ordination of the necessary documentation to facilitate the effective operation of the project

Standard Services

- (a) Review, discuss and approve the health and safety file with the contractor(s) and manage the construction project health and safety during the defects liability period
- (b) Cancel all construction project health and safety legal appointments
- (c) Prepare the health and safety operations and maintenance report
- (d) Prepare the consolidated construction project health and safety close - out report

Construction Health and Safety Agent Deliverables

- (a) Record of audits during the defects liability period
- (b) Record of construction health and safety risk communication
- (c) Report on approved health and safety file
- (d) Health and safety operations and maintenance report
- (e) Consolidated construction project health and safety close-out report

Additional related Services

- (a) Provide advice to the Client on health and safety competence and resources of up to [number] proposed designers prior to arrangements being made for design work to begin.
- (b) Prepare [number] additional copies of the health and safety file.
- (c) Prepare [number] copies of abstracts of the health and safety file for delivery to tenants by the Client/Owner's (The contents of the abstracts to be determined in consultation with the Client/Owner's legal advisors).
- (d) Seek the co - operation of and co – operate with anyone else involved in a construction project at an adjoining site so far as necessary to enable them to perform their duties under the Construction Regulations.
- (e) Facilitate co – operation and co – ordination in relation to duty holders on adjoining construction sites as it may affect the project; ensuring that suitable arrangements are made and implemented for the co – ordination of health and safety measures during planning and preparation for the construction phase.
- (f) Keep a record of the all health and safety files.
- (g) Convert the health and safety files on other projects to match Client/ Owner's electronic format.
- (h) Carry out necessary inspections at the appropriate stages to verify that the construction of the relevant structure is carried out in accordance with the design.
- (i) To stop any contractor from executing any construction work that is not in accordance with the relevant design's health and safety aspects.

- (j) Assist in the development of maintenance schedules for the Client/Owners completed structure.
- (k) Inspect the structure on behalf of the Client/Owner once every six (6) months for the first two (2) years on completion of the structure and then yearly thereafter, to ensure the structure remains safe for continued use and records are kept of such in the structures health and safety file

C3.2.6 Final handover of the project by the principal contractor to the Employer

C3.2.6.1. The Pr. CHSA must arrange for the principal contractor to hand over a consolidated health and safety file to the Employer upon completion of the construction work and shall, in addition to the documentation referred to in section 7 of the CR, include a record of all drawings, designs, materials used and other similar information concerning the completed structure (CR 5(1) (g))

For the following installations, the Service Provider must monitor that:

C3.2.6.2 Lifts: all documentation in respect of registration of lifts with the Department of Labour, documented proof of all inspections and maintenance done, have been obtained by the principal contractor from the relevant contractor/subcontractor and are handed over to the Employer's relevant departmental regional office for safekeeping;

C3.2.6.3 Boiler installations: all documentation in respect of registration of boiler installations with the Department of Labour and all the necessary inspection and test certificates issued by inspection authorities are obtained by the principal contractor via the relevant contractor/subcontractor and are handed over to the Employer's relevant departmental regional office for safekeeping;

C3.2.6.4 Electrical installations: the principal contractor ensures that all certificates of compliance required for the electrical work/installations on the project are completed correctly by an accredited electrician and are duly issued by the relevant contractor/subcontractor to him and that all certificates are handed over to the to the Employer's relevant departmental regional office for safekeeping;

C3.2.6.5 X-ray scanning machines for hand luggage/brief cases: all documentation in respect of registration of the X-ray scanning machines with the Department of Health, all the necessary inspection and test certificates issued by inspection authorities are obtained by the principal contractor via the relevant contractor/subcontractor/supplier and are handed over to the Employer's relevant departmental regional office for safekeeping;

C3.2.6.6 Incinerators: all documentation in respect of registration of incinerator installations with the Department of Environmental Affairs and Tourism, all the necessary inspection and test certificates issued by inspection authorities are obtained by the principal contractor via the relevant contractor/subcontractor and are handed over to the Employer's relevant departmental regional office for safekeeping;

C3.2.6.7 Fuel gas installations: all documentation in respect of registration of fuel gas installations with the relevant local authority and its fire department, all the necessary inspection and test certificates are obtained by the principal contractor from the relevant contractor/subcontractor and are handed over to the Employer's relevant departmental regional office for safekeeping.

C3.2.7 Project details

C3.2.7.1 Project description

The project is to refurbish the entire magistrate office building including external works. East London Magistrate Court comprises of a court building which is a single structure with various parts namely, administration block, cellblock, magistrate courts and offices for SAPS. The main court building is a 4 multi-storey with flat roof which is split and raised at different levels, finished with parapet walls, creating an aesthetically pleasing design. External wall are made of concrete terrazzo panels and tile cladding, aluminium and timber doors and aluminium and steel windows.

C3.2.7.2 Scope

The construction of new additional building and the entire existing building generally require complete repairs and special attention be given on the following aspects amongst other things:

- Complete reroofing: Converting the leaking flat concrete roof to pitched roof.
- Re-configuration of the main entrance.
- Conversion of offices to library, new courts,
- Enclosure of courtyards
- Installation of new lifts
- Repairs to structural cracks.
- Painting of all internal, removal of tiles on external walls and plastering.
Replace all rusted aluminium and steel windows frames & windows, burglar bars at ground floor and provision of blinds.
- Security measures to be upgraded.
Replacement or upgrading of entire electricity installation i.e. light fittings (LED), cabling, distribution boards, etc.
- Repairs to all kitchens i.e. provision of hot water, new cupboards, painting, etc.
- Water and sewer reticulation, construction of underground storage water tanks.
- Replace ceiling and installation of suspended ceilings.
- Repairs to all ablutions, i.e. sanitary fittings, plumbing and drainage, wall and floor tiles, etc.
- Replace Joinery fittings.
- Replace all Ironmongery.
- Provision of parking sufficient space and replacing existing tar with paving and access roads.
- Replacement of steel and timber door frames and doors.
- Provision of shelving at registry, library, judge's chambers, service counters and benches
- Dampness of walls and concrete slabs to be repaired
- Repairs to air-conditioning
- Cash/finance offices to be fully complaint
- Fire protection.
- Enhancement of furniture in all courts.
- Sexual offences courts to be upgraded to a required standard.
- Provision of standby generator
- Provision of proper signage
- Landscaping

C3.2.7.3 Location of the Project

The existing facilities – Bisho High Court, located on ERF 4788 according to the surveyor general cadastral information, at corner of Independence Street and Main Road in Bisho, will be occupied for the duration of the contract period.

C3.2.7.4 Project Programme

Milestone	Anticipated Date
Complete SCM processes	01/06/2021
Advert date for consultants	25/06/2021
Closing date	20/07/2021
Adjudication and award	17/08/2021
Appoint Consultants	20/08/2021
Briefing Consultants & Client	24/08/2021
Planning Completion date (completed all the SP & SCM processes)	28/01/2022
Confirmation by Client re necessity of project & availability of funds	08/02/2022
Advertise Bids	11/02/2022

Compulsory pre-tender site meeting	16/02/2022
Closing of Bids	15/03/2022
Adjudication of Bids and Bid award	31/05/2022
Site Handover	23/06/2022
Anticipated first delivery	23/06/2025
Anticipated final delivery (If applicable)	23/06/2026

C3.2.7.5 Information available from Employer

Detailed designs and technical specifications related to the project.

C3.2.7.6 Other Contracts on Site

Phase 1: Complete repairs of the Holding Cells.

C3.2.7.7 Reporting Requirements and Approval Procedure

Monthly progress reports on planning will be submitted as per departmental pro-forma which will include Stage Reports, Preliminary Design Report, Sketch Plan Submissions, Final Design Report including monitoring, monthly audits and project close out report upon completion of the project.

C3.3 Use of reasonable skill and care

It will be expected of the Pr. CHSA to apply reasonable skills and due diligence in the execution of the duties stipulated in this document which shall include *inter alia* the following:

Although the Pr. CHSA's documents may be scrutinised by the Employer, this shall in no way relieve him of his professional responsibility for the proper and prompt execution of his duties. The Employer shall also be entitled to have any documentation or calculations verified by Others. In the event of non-performance/ incomplete performance, default or negligence, the Employer shall have the right to claim compensation or damages and set off such against any amount payable.

During assessment of any existing facilities, which may have a direct bearing on the Project, the Pr. CHSA shall determine deficiencies with such facilities in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the SANS 10400, etc. and recommend measures to rectify those during the project execution phase.

The departmental project manager shall be notified by the Pr. CHSA who must monitor through the principal contractor, that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer and his personnel of any transgression, including environmental legislation during the Service Provider's operation pertaining to the contract regardless of who may be involved.

C3.4 Co-operation with other services providers

C3.4.1 It will be required of the Pr. CHSA to co-operate with all other service providers appointed on the Project to form the professional team, i.e.

- (a) Project Managers
- (b) Construction Health and Safety Professionals
- (c) Architects
- (d) Quantity Surveyors
- (e) Structural Engineers
- (f) Civil Engineers

- (g) Electrical Engineers
- (h) Mechanical Engineers
- (i) Landscape Architects
- (j) And other service providers as may from time to time be deemed necessary.

The above-mentioned **Architects** will act as principal agent.

- C3.4.2 The required professional Services will be executed by the professional team under the control and management of the designated departmental project manager who, at the time of invitation to perform professional Services, will be the person mentioned in T1.1.6. The Employer reserves the right to replace the mentioned departmental project manager with another member of its staff or any individual/firm from the private sector should it be deemed necessary at any stage during the execution of the Project.

Furthermore, the Pr. CHSA shall be fully responsible for the compliance of his operation, equipment as well as staff and persons under his supervision on site whether by invitation, instruction or otherwise and regardless of the capacity, purpose and relationship of any such persons to the appointment, to all aspects of all applicable regulations and stipulations under the OHS Act.

- C3.4.3 Other role players
Local, provincial and national authorities, statutory bodies, governmental departments, Others, as may be required from time to time, including the client department/end user(s).

C3.5 Brief

- C3.5.1 Target dates and times
The Service Provider will be expected throughout to give preference to the execution of the work involved in this commission.

The work of all Service Providers will be co-ordinated by the principal agent. All work is to be performed by the persons listed as Key Persons and persons under their supervision and further be executed as described in the Programme according to clause 3.15 of the Contract Data (and/or PEP according to the same clause, if applicable).

During the construction phase of the Project it will be expected of the principal agent to obtain a construction programme from the main contractor, to continuously monitor his progress against that programme for compliance and to take whichever steps have been described in the relevant manual and the Working Guideline for Project Managers. This should be done in collaboration with the rest of the professional team, should the progress not be according to the said programme.

- C3.5.2 Reporting requirements
Notwithstanding any other requirements as listed elsewhere, the Service Provider shall submit a monthly report indicating progress of the Services.

- C3.5.3 Final disposal of documents
Upon approval and finalisation of the final account of projects requiring a security clearance, it is a requirement that the Service Provider forward to the Employer all documents relating to this service. The same may be requested on any other project of the Employer.

C3.6 Applicable legislation and standards

Legislation emanating from national and provincial governments as well as that of any local authority in whose area of jurisdiction the subject of the appointment falls and which has bearing on the activities and facilities under this appointment, is applicable.

All the applicable legislation, which may not specifically allow discretion in respect of compliance by the State, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.

Should any applicable legislation allow discretion in respect of compliance by the State, 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 appointed professional team by the departmental project manager.

The Service Provider undertakes to ensure that his actions and outcome thereof including, but not limited to, the facilities to be affected by the Service shall be in accordance with all relevant legislation and upon delivery, will function as required by said relevant legislation. The Service Provider's actions and the outcome thereof will in no way be detrimental to the health and safety of the occupants or persons present therein or in the vicinity thereof. Similarly it must not be detrimental to any aspects of the environment in its structure or operation if operated as specified in operation manual(s). The relevant legislation meant herein, as amended, consist of *inter alia* the following, but not limited to:

- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Project and Construction Management Profession Act, 2000 (Act 48 of 2000);
- SANS 0400 - 1993 or the latest amended version;
- Fire Brigade Services Act, 1987 (Act 99 of 1987);
- Engineering Profession Act, 2000 (Act 46 of 2000);
- Architectural Profession Act, 2000 (Act 444 of 2000);
- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Constitution of the Republic of South Africa 1996, Chapter 2- Bill of rights (in particular sections pertaining to the access to public buildings and facilities for the physically disabled);
- Electricity Act, 1987 (Act 41 of 1987);
- Employment Equity Act, 1998 (Act 55 of 1998) (in particular sections pertaining to equity towards the physically disabled);
- Environmental Conservation Act, 1989 (Act 73 of 1989);
- Environmental Conservation Amendment Act, 2003 (Act 50 of 2003);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Health Act, 2003 (Act 61 of 2003);
- National Heritage Resources Act, 1999 (Act 25 of 1999);
- National Water Act, 1998 (Act 36 of 1998);
- Compensation for Occupational Injuries & Diseases. Act No 61 of 1997
- Unemployment Insurance Contribution Act, No 4 of 2002.
- Public Health Amendment Act, 1971 (Act 42 of 1971);
- Quantity Surveying Profession Act, 2000 (Act 49 of 2000);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Tobacco Products Control Amendment Act, 1999 (Act 12 of 1999);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- the Regulations of the local Gas Board, where applicable;
- The latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- Legislation pertaining to the access to public buildings and facilities for the physically disabled and
- All regulations promulgated under the above Acts and all amendments made from time to time.

Although the more salient legislation has been referred to above, the *onus* remains on the Service Provider to adhere to, and apply, any and all Acts and/or Regulations not specifically mentioned in the list above but which will have an effect on the Project.

This will be a continuous process throughout the appointment, which will manifest itself during the following phases:

- development of plans and documentation;
- supervision of any Service Provider under the appointment;
- ensuring compliance of the end product;
- compiling and issuing of Instruction/Operational Manuals indicating *inter alia* what the legal and safety requirements entail for the user(s)/operator(s) of the facilities;
- providing instruction to the intended users/operators.

The Pr. CHSA shall accept full and complete responsibility (both contractually and/or in delict) regarding compliance with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) for his acts and omissions as well as those of his employees and indemnifies the Employer against any legal action in this regard.

The Pr. CHSA undertakes to ensure that the requirements of the Occupational Health and Safety Act, 1993 will similarly apply to the agreement with any sub service providers inclusive of indemnifying the Employer against any legal action regarding the actions and/or omissions by them.

C3.7 Software application for programming

The Service Provider must avail himself of software to be used in the Project documentation for compatibility with other service providers as well as the Employer. Specific requirements for compatibility are specified in the relevant manuals.

C3.8 Security clearance

It is an explicit condition of this agreement that partners, directors and/or the members of staff who will have insight into the planning of projects requiring security clearance, be kept to a minimum and that such persons will not object to being submitted to a security clearance, if the Employer so requires.

If the latter is applicable, the necessary forms will accompany this tender or be provided to the Service Provider at any stage thereafter. These forms must be completed, if attached, and returned with the tender. It is important to furnish information which is complete in every respect.

Should the authority responsible for the clearance, for security reasons not be satisfied with the classification obtained of any of the staff members of the Pr. CHSA, it will be a further condition of this appointment that none of such staff members be involved with any aspect of the Project.

All documents pertaining to these projects must be stored in a safe place when not in use so as to ensure that the level of security of the projects is maintained.

The Employer will not accept liability for any costs in this regard.

FINGER PRINTS (except for projects for facilities of SA National Defence)

Persons of whom security clearance is required can obtain a finger print form SAP 91(a) from any police station. Kindly ensure that the police official responsible for taking the finger prints certifies the form since absence of the certification will result in the form being unacceptable.

C3.9 Forms for contract administration

All forms required during contract administration, called PRM forms, are obtainable on the Employer's website at <http://www.publicworks.gov.za/> under "Documents"; "Consultants Guidelines"; item 14. The agreement and conditions of contract to be entered into with the main contractor shall be the most recent version of the JBCC, if it is a multi-disciplinary contract, or GCC, if it is an engineering contract, **as approved and in use by the National Department of Public Works.**

C4: SITE INFORMATION

(Refer to C3.2.7.5 above.)

