



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

Private Bag X54315, DURBAN 4000 Int. Code: +27 31 Tel: 314 7000 website: [www.publicworks.gov.za](http://www.publicworks.gov.za)  
Supply Chain Management: Mr. Thokozani Zwane – 031 314 7109  
Works Management – Mr. Siphon Mbhele

## REQUEST FOR QUOTATION

You are hereby invited to submit a quotation for the supply and delivery of the following service to be rendered at **DCS Ingwavuma Prison**

Bid response documents to be deposited in the bid box situated at: **National Department of Public Works and Infrastructure: Corner of Pixley Ka Seme (Aliwal Street) and Samora Machel (West Street)**

Item	Description	Quantity / Period
1	Supply and Delivery of Domestic Water at the Institution for Three Months: Delivery of 20 000 Litres Everyday	03 Months

**CLOSING DATE: 29 JUNE 2022 CLOSING TIME @ 11:00AM**

**NB: No late documents will be accepted.**

Kindly submit your quotation by fully completing the attached bid document and bill of quantities or specifications attached in hereunder, and clearly indicate the delivery period and the validity period of your quotation, Kindly also clearly indicates if your price includes or excludes VAT. ***“You may claim VAT only if you are a VAT Vendor”.***

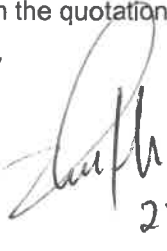
### TERMS AND CONDITIONS

- If a supplier fails to deliver any or all goods or fails to deliver the required services within the specified period on the **order/ Contract or appointment letter** the Department of Public Works and Infrastructure may impose a penalty and further deduct from the order / contract a sum of the delayed goods or unperformed services, or terminate the contract in part or in whole.
- The Department of Public Works and Infrastructure quotation documents must be fully completed, signed by the bidder and bear the signature of witnesses and be forwarded to the aforementioned physical address or email, failure to comply with these requirements will result in the quotation being disregarded.

Yours Faithfully

SIGNATURE:

DATE:

  
28/09/2022

For: National Department of Public Works and Infrastructure

**Acknowledgement of the request to quote**

Sign for acceptance \_\_\_\_\_

**Company Stamp**

Sign for rejection \_\_\_\_\_

## PA 32: INVITATION TO BID PART A

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)**

BID NUMBER:	DBNQ22/06/98	CLOSING DATE:	29/06/2022	CLOSING TIME:	11:00AM
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DESCRIPTION	DCS INGWAVUMA PRISON: SUPPLY AND DELIVERY OF DOMESTIC WATER AT THE INSTITUTION FOR THREE MONTHS: DELIVERY OF 20 000 LITRES EVERYDAY
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID

BOX SITUATED AT (STREET ADDRESS)


**OR POSTED TO:**


**SUPPLIER INFORMATION**

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

	TCS PIN:		<b>OR</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)
	<input type="checkbox"/>	<b>A REGISTERED AUDITOR DETAILS:</b> NAME: REGISTRATION NUMBER: BUSINESS ADDRESS: ..... ..... ..... ..... TELEPHONE NUMBER:..... E-MAIL ADDRESS:.....



<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)			

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL APPLICABLE TAXES)	
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT/ PUBLIC ENTITY		CONTACT PERSON	
CONTACT PERSON		TELEPHONE NUMBER	
TELEPHONE NUMBER		FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	
E-MAIL ADDRESS			

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE
1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMEDLY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMEDLY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.



### 3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO
- IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

**Note Well:**

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as ***a firm and final offer***.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32).
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

<sup>1</sup> All applicable taxes<sup>1</sup> includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

## PA-03 (GS): NOTICE AND INVITATION FOR QUOTATION

**THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF : *Supply and deliver domestic water at the institution for three (3) months. Deliver 20 000L everyday***

<b>Project description:</b>	<i>Client: DCS, Ingwavuma Prison: Supply and deliver domestic water at the institution for three (3) months. Deliver 20 000L everyday</i>
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<b>Quote no:</b>		<b>Closing date:</b>	
<b>Closing time:</b>	<b>11:00</b>	<b>Validity period:</b>	<b>30 days</b>

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

<input checked="" type="checkbox"/>	Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink.
<input checked="" type="checkbox"/>	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
<input checked="" type="checkbox"/>	Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents.
<input checked="" type="checkbox"/>	Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices.
<input type="checkbox"/>	Submission of (PA-29): Certificate of Independent Bid Determination.
<input type="checkbox"/>	Copy of joint venture agreement if bidder is a joint venture and / or consortium.
<input checked="" type="checkbox"/>	Registration on National Treasury's Central Supplier Database (CSD)
<input checked="" type="checkbox"/>	Compliance with Pre-qualification criteria for Preferential Procurement
<input type="checkbox"/>	Compliance to Local Production and Content requirements
<input checked="" type="checkbox"/>	Use of correction fluid is prohibited
<input checked="" type="checkbox"/>	PA-40 Declaration of Designated Groups for preferential procurement Bidder/s to submit original sworn affidavit, signed by EME representative, attested by a Commission of Oaths, or certified copy of BBBEE certificate issued by CIPC or SANAS approved BBBEE certificate, valid as the time of closing(subject to verification) Submission of PA32 form of offer and acceptance
<input checked="" type="checkbox"/>	Submission of a Certified Valid Drivers license, Minimum Code C1/ 10 or above  Submission of Water Tank Truck: Proof of Ownership: Log Book or Motor Vehicle Licence in a company name or Owners name or Internt to Hire from a hiring company indicating the availability of a truck for the durement of a contract, (Subject to verification ) Bidder/s to submit minimum experience of One Month Contract for water delivery or similar work. Bidder/s to submit appointment letter/s or award letter/s confirming water delivery service experience confirmation the value of work executed together with completion letter or certificate confirming the execution of service. Bidder/s to Submit a valid Letter of good standing from the Department of labour that is relevent to the service.

**Compliance with Pre-qualification criteria for Preferential Procurement (Tick where applicable)**

<input checked="" type="checkbox"/>	A tenderer having stipulated minimum B-BBEE status level of contributor; <input checked="" type="checkbox"/> <b>Level 1</b> <b>Or</b> <input type="checkbox"/> <b>Level 2</b>
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**Points scoring system applicable for this bid:**

80/20 points scoring system

**Indicate the Price weighting applicable to this bid:**

	<b>Weighting percentage (must add up to 100 %)</b>
<b>Price:</b>	<b>100% of 80 points</b>
<b>Total:</b>	<b>100%</b>

**Preference Points awarded according to the B-BBEE Status Level of Contribution**

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

- 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
- bidders other than EME or QSE must submit an original or certified copy of the B-BBEE Status Level Verification Certificate in order to qualify for preference points for B-BBEE
- A tender must submit of its proof of its B-BBEE status level of contributor
- A tender failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified
- A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the tender value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for; inless the intended subcontractor is an EME that has the capability to execute the subcontract.

**COLLECTION OF BID DOCUMENTS:**



Notice and Invitation for Quotation: PA-03 (GS)

All quotations must be completed on the official forms provided with this invitation and completed in ink, preferably black. Completed forms must be delivered to the Department of Public Works at the following address or faxed to the fax number below.

This quotation is subject to the General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract. Attached Terms and Conditions should be signed and submitted with the official documents.

The taxes of the successful bidder must be in order, or satisfactory arrangements must be made with the Receiver of Revenue to meet the bidder's tax obligations. The attached (PA-07) form "Application for Tax Clearance Certificate", must be completed in all respects and submitted to the Receiver of Revenue where the bidder is registered for tax purposes.

- Checkboxes for bid document collection, e-Tender portal availability, bid deposit, and pre-bid meeting details.

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

Table with contact information for DPW Project Leader: Siphon Mbhele, Telephone no: 031 314 7362, Cell no: 079 534 1391, Fax no: 031 3375868, E-mail: siphon.mbhele@dpw.gov.za

DEPOSIT / RETURN OF BID DOCUMENTS:

The closing time for receipt of bids is 11:00 on . Telegraphic, telephonic, telex, facsimile, electronic and / or late bids will not be accepted. Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the bid advertisement.

All bids must be submitted on the official forms – (not to be re-typed)

Table with two columns: BID DOCUMENTS MAY BE POSTED TO: THE DIRECTOR -GENERAL NATIONAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 54315 Durban 4000 ATTENTION: PROCUREMENT SECTION: ROOM room no; DEPOSITED IN THE TENDER BOX AT: cnr West (Dr Prixley Kaseme Street) and Aliwal Street (Samora Machel street) Box 16 Durban

COMPILED BY:

Table with signature and date: Siphon Mbhele, Chief Works Manager, 21/06/2022



## ANNEXURE TO PA-03 (EC):

### NOTICE AND INVITATION FOR QUOTATION

<b>Project title:</b>	Client: DCS, Ingwavuma Prison: Supply and deliver domestic water at the institution for three (3) months. Deliver 20 000L everyday
<b>Reference no:</b>	ID-150526

<b>Quotation No:</b>			
<b>Advertising date:</b>		<b>Closing date:</b>	
<b>Closing time:</b>	11:00PM	<b>Validity period:</b>	30 Days

#### BIDDERS TO TAKE NOTE OF THE FOLLOWING

- Contractor must comply with OHS Act no. 85 of 1993 with Regulation.
- Contractor must be in good standing with Workman's Compensation. (COIDA)
- Contractor must provide proof of relevant required registration and all compliant certification of conformances.
- Submission of Safety Plan before commencement on Site
- Bidder to submit original sworn affidavit, signed by EME representative, attested by a Commission of Oaths, or certified copy of BBBEE certificate issued by CIPC or SANAS approved BBBEE certificate, valid as the time of closing (subject to verification)
- Submission of PA32 form of offer and acceptance

**Only Awarded Service Provider will be required to submit Security Clearance Documents.**

**Awarded Service Provider to Submit Public Liability Cover and Safety Plan before Commencement on Site.**



## PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

<b>Project title:</b>	Client: DCS, Ingwavuma Prison: Supply and deliver domestic water at the institution for three (3) months. Deliver 20 000L everyday		
<b>Project Leader:</b>	Sipho T. Mbhele	<b>Bid / Quote no:</b>	

**1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:**

*(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)*

<b>Bid Document Name:</b>	<b>Number of Pages:</b>	<b>Returnable document:</b>
PA 32	03 Pages	<input checked="" type="checkbox"/>
PA 04	04 Pages	<input checked="" type="checkbox"/>
PA 10	18 Pages	<input checked="" type="checkbox"/>
PA 11	04 Pages	<input checked="" type="checkbox"/>
PA 14	01 Pages	<input checked="" type="checkbox"/>
PA 15.1	02 Pages	<input checked="" type="checkbox"/>
PA 15.2	02 Pages	<input checked="" type="checkbox"/>
PA 15.3	03 Pages	<input checked="" type="checkbox"/>
PA 16	06 Pages	<input checked="" type="checkbox"/>
PA 29	04 Pages	<input checked="" type="checkbox"/>
PA 40	02 Pages	<input checked="" type="checkbox"/>
Scope of work	02 Pages	<input checked="" type="checkbox"/>
Occupational Health and Safety	42 Pages	<input checked="" type="checkbox"/>
Additions to health and safety specifications for all construction sites to include COVID 19	09 Pages	<input checked="" type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>
	Pages	<input type="checkbox"/>

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



**REVISED PA-11: BIDDER'S DISCLOSURE**

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

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

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

**2. Bidder's declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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



**REVISED PA-11: BIDDER’S DISCLOSURE**

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....  
 .....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

.....  
 .....

**3 DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be,

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



### REVISED PA-11: BIDDER'S DISCLOSURE

disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

## PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

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

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

**RESOLVED that:**

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

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

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

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

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

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

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

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

15			
16			
17			
18			
19			
20			

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

**Note:**

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

**ENTERPRISE STAMP**



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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

**RESOLVED that:**

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

\_\_\_\_\_

\_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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



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

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

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

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

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

**Note:**

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

**ENTERPRISE STAMP**





# PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. \_\_\_\_\_  
\_\_\_\_\_
2. \_\_\_\_\_  
\_\_\_\_\_
3. \_\_\_\_\_  
\_\_\_\_\_
4. \_\_\_\_\_  
\_\_\_\_\_
5. \_\_\_\_\_  
\_\_\_\_\_
6. \_\_\_\_\_  
\_\_\_\_\_
7. \_\_\_\_\_  
\_\_\_\_\_
8. \_\_\_\_\_  
\_\_\_\_\_

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

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

**RESOLVED that:**

**RESOLVED that:**

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

\_\_\_\_\_

\_\_\_\_\_

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

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



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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

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



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

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

**Note:**

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



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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2. The value of this bid is estimated to **Select** R50 000 000 (all applicable taxes included) and therefore the...**Select Points**.....system shall be applicable.

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

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

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

	POINTS
1.3.1.1 PRICE	<b>Select Price Points</b>
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	<b>Select B-BBEE Level</b>
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

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



## Preference Points Claim for Bids: PA-16

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

## 2. DEFINITIONS

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





Preference Points Claim for Bids: PA-16

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

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

**6. BID DECLARATION**

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

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

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



Preference Points Claim for Bids: PA-16

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

**8 SUB-CONTRACTING (relates to 5.5)**

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

8.1.1 If yes, indicate:

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

..... %

(ii) the name of the sub-contractor? .....

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

.....

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

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

**9 DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm .....

9.2 VAT registration number : .....

9.3 Company registration number .....

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]





Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

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

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

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

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

**WITNESSES:**

- 1. ....
- 2. ....

[Signature box]

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

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

Name of Tenderer .....

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

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
8.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
9.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
10.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
11.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No
12.		%	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U	<input type="checkbox"/> Yes <input type="checkbox"/> No

# # Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number  
State date of South African citizenship obtained (not applicable to persons born in South Africa)

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

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



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

### 2. DECLARATION:

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

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

**Signed by the Tenderer**

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

*ID-150526, Chief Works Manager: Siphon T. Mbhele*



public works  
& infrastructure

---

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

# **SPECIFICATION**

**UNPLANNED MAINTENANCE  
DEPARTMENT OF CORRECTIONAL  
SERVICES**

**INGWAVUMA PRISON**

**DELIVERY OF DRINKING WATER  
THREE (3) MONTHS TERM CONTRACT.**

*Chief Works Manager: Siphon T. Mbhele    Cell: 079 5341391*

**ID-150526**

**A) CONDITIONS OF TENDER**

- Contractor must introduce themselves and what they will be doing to the relevant official at the institution before any assumption of work: **[Contact official at institution – Mr. S. S. Dlamini– Tel: 035 – 591 0012]**
- Due to the Urgent nature of the works ,the successful tenderer undertakes to commence the work immediately from the receipt of an official complaint number and proceed with due diligence to its final completion in all respects
- At the completion of the works the Contractor is to submit the attached completion certificate that must be faxed immediately to the Department of Public Works at fax No.031 3375868 for final inspection of the works
- The contractor must establish and maintain telephone, fax and cellular connection
- The Contractor must comply with all Occupational Health and Safety regulations and instructions
- The contract period is **Three (3) Months** from the date the official order is received.
- Time shall be considered as the essence of this contract .If the contractor fails to complete the works within the above specified contract period a penalty will be proportioned according to the estimated value of the contract and will be deducted from the sum due

**B) Notes to tenderers**

- Contractor is to supply project plan and work schedule at the commencement of works
- Contractor to note that all quantities are remeasurable
- All supporting suppliers material and service invoices must be provided together with all payment invoice claims
- Job cards must be detailed , stamped and signed by the Client Department and accompany all invoices claimed
- Contractor must provide proof of relevant required registration and all compliant certification.
- The Contractor must notify the relevant Works Manager immediately on completion of Works in all respects for inspection of the works

**C) SCOPE OF WORKS**

- **DELIVERY OF WATER FOR THREE MONTHS AT THE PRISON**

**D) PRICING SCHEDULE**

- **Note All rates and totals must be filled in and completed in all respects**
- **All prices quoted must be inclusive of labour, materials, profit and transport**

No.	Description	Qty	Rate	Total
	<b>DELIVERY OF WATER</b>			
1.	Contractor to deliver 620000L of water per month for three consecutive months and the water should be fit for human consumption at the prison's existing JoJo tanks.( Load is 20000L). <b>NOTE: Contractor to use four (4) no. existing 10000L JoJo Tanks at the front of the prison.</b>	93 Loads		
	Sub Total			
	Add 15% VAT			
	Total carried to DRO2			
	<b>Total in Words:</b>			

Name of tendering Entity

CIDB No.

Signature

Date



public works  
& infrastructure

Department:  
Public Works and Infrastructure  
REPUBLIC OF SOUTH AFRICA

# **OCCUPATIONAL HEALTH AND SAFETY**

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

### **RENOVATIONS & MAINTENANCE**

#### **MANAGED BY THE DEPARTMENT OF PUBLIC WORKS**

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## **1. PREAMBLE**

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

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

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

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



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

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

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

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

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

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

## **3. PURPOSE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 6. **INTERPRETATION**

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



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

## **7. RESPONSIBILITIES**

### **7.1 Client**

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

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

## 7.2 Principal Contractor

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

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

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

### **7.3 Contractor**

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

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

The construction Health & Safety Agent act as a link between the client, Principal Contractor and the project team members with respect to health & Safety, They are Required to ensure that the client carry out its H&S responsibilities in terms of

Legislation as well as to co-ordinate and ensure good H&S practices are maintained Throughout the duration of the project. In many cases this role starts from project Initiation to project close-out.

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

## **8. SCOPE OF WORK**

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

- a) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.
  - Site clearance
  - Site hoarding, demarcation and demolition works
  - excavations, filling, compaction, evening surface
  - Piling (by drilling, excavating,)

- Temporal works
- b) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of any bridge, dam, canal, road, railway, runaway, sewer, or water reticulation system or any civil engineering structure or type of work
  - c) Construction of a new two storied Administration building.
    - Preparation of site by leveling, compaction etc.
    - Excavations for parking areas/services

## 9. PREPARING A HEALTH & SAFETY PLAN

- (a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers on construction site.
- (b) The plan must be implemented, maintained and kept up to date during the construction of the project.
- (c) The principal contractor should prepare a H&S plan that includes
  - project information;
  - client requirements for H&S management on the project;
  - Environmental restrictions and existing on-site risks arrangements, imposed by others or developed by the principal contractor, to control significant site H&S risks; H&S file & project H&S review.
- (d) The H&S plan should include the following information:
  - details of the client, that is the person commissioning the construction work, for example their name, representative and contact details;
  - details of the principal contractor;
  - details of the construction project, for example address of the workplace, anticipated start and end date and a brief description of the type of construction work that the H&S plan will cover;
  - details on how subcontractors will be managed and monitored, including how the principal contractor intends to implement and ensure compliance with the H&S plan such as checking on the performance of subcontractors and how non-compliance will be handled; and
  - details on how the risks associated with falls, falling objects, moving plant, electrical work and all high risk construction work that will take place on a construction project will be managed.

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

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

(f) The H&S plan must contain:

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

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

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

the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:

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

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

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

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

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

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

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

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

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

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

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

- a) The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:
- i. dies
  - ii. becomes unconscious
  - iii. loses a limb or part of a limb
  - iv. is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed

OR where:

- i. a major incident occurred
- ii. the health or safety of any person was endangered
- iii. where a dangerous substance was spilled
- iv. the uncontrolled release of any substance under pressure took place
- v. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- vi. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.



- b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.
- c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".
- d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.

The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

- (e) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
- (f) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
- (g) The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
- (h) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
- Determine the underlying H&S deficiencies and other contributory factors
  - Identification of corrective/preventative actions and continual improvement

- Communicating the outcome/results and documenting the events of the investigation.

(i) **Reporting Of Near-Misses**

- Department of Public Works views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
- Department of Public Works retains the right to enforce the reporting of near misses within 24 hours of occurrence.

## **12. Review**

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

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

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

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

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

**b) *Security Arrangements***

The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must include the rule that non-

employees shall at all times be provided with fulltime supervision while on site. The Principal Contractor must develop a set of Security rules and procedures and maintain these throughout the construction period.

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

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

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

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

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

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

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

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

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

### 12.1.4 Training & Awareness

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

#### **a) *Training & Induction***

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

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

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

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

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

**c) Other Training**

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

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

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

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

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

**Administrative & Legal Requirements**

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

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

		<ul style="list-style-type: none"> <li>• Register kept for Lifting Tackle</li> <li>• Log Book kept for each individual Crane</li> <li>• Inspection: - All cranes - <b>daily by operator</b> <ul style="list-style-type: none"> <li>- Tower Cranes/s - <b>after erection/6monthly</b></li> <li>- Other cranes - <b>annually by comp. person</b></li> </ul> </li> <li>• - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application</li> </ul>
General Safety Regulation 8(1)(a)	<b>Designation of Stacking &amp; Storage Supervisor.</b>	<ul style="list-style-type: none"> <li>• Competent Person/s with specific knowledge and experience designated to supervise all Stacking &amp; Storage</li> <li>• Written Proof of Competence of above appointee available on Site</li> </ul>
Construction. Regulation Environmental Regulation 9	<b>Designation of a Person to Co-ordinate Emergency Planning And Fire Protection</b>	<ul style="list-style-type: none"> <li>• Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures</li> <li>• Emergency Evacuation Plan developed:</li> <li>• Drilled/Practiced</li> <li>• Plan &amp; Records of Drills/Practices available on Site</li> <li>• Fire Risk Assessment carried out</li> <li>• All Fire Extinguishing Equipment identified and on <b>register</b>.</li> <li>• Inspected weekly. Inspection Register kept</li> <li>• Serviced annually</li> </ul>
General Safety Regulation 3	<b>First Aid</b>	<ul style="list-style-type: none"> <li>• Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)</li> <li>• First Aid freely available</li> <li>• Equipment as per the list in the OH&amp;S Act.</li> <li>• One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)</li> <li>• List of First Aid Officials and Certificates</li> <li>• Name of person/s in charge of First Aid box/es displayed.</li> <li>• Location of First Aid box/es clearly indicated.</li> <li>• Signs instructing employees to report all Injuries/illness including first aid injuries</li> <li>• PSE Risk Assessment carried out</li> <li>• Items of PSE prescribed/use enforced</li> </ul>
General Safety Regulation 2	<b>Personal Safety Equipment (PSE)</b>	



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

## 15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

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

## 16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

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

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

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

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

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

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

### **Legal Framework**

Part of legal obligations

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

- a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"

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

## 19. HOUSE KEEPING

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

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

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

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

**a) Facilities**

The site establishment plan shall make provision for:

**b) Dining room facilities**

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

**c) Change rooms**

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

**d) Ablution facilities**

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

These facilities shall be maintained by the contractor.

**e) Smoking Areas**

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

**f) Drinking Water Facilities**

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

**g) Equipment Compliance Certificates**

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

- i. lifting equipment and lifting tackle
- ii. power driven machinery

- iii.electrical equipment
- iv.testing and monitoring equipment

#### **h) Barricading**

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

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

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

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

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

#### **j) Salvage Yard Management**

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

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

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

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

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

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

waste material.

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

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

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

## **20. LOCKOUT SYSTEMS**

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

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

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

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

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

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

The risk assessment process shall include:

- 1) an evaluation of the method of the work to be conducted
- 2) the method statement on the procedure to be followed in performing the task shall be developed

- 3) the risk assessment will also include activities like:
  - i. Transportation of passengers and goods to and from site
  - ii. Site establishment
  - iii. Physical and mental capabilities of employees
  - iv. Others as may be specified.
- 4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards
- 5) a review plan for risk assessments shall provide for:
  - i. the quarterly review of all applicable risk assessments
  - ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
  - iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

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

**b) Risk Profile**

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

**c) Risk Based Inspection Program**

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



# IMPORTANT CONTACT DETAILS

(FOR HEALTH & SAFETY ASPECTS ONLY)

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

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

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

**SECTION 37(2) AGREEMENTS**

**CONCLUDED BETWEEN**

**DEPARTMENT OF PUBLIC WORKS**

(Hereinafter referred to as Department of Public Works)

**AND**

.....

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

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

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

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

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

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

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

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

..... (Place)

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

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

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

Witnesses

1. ....

2. ....

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

at ..... (Place)

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

Behalf of **Department of Public Works.**

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

Witnesses

1. ....

2. ....





## Additions to health and safety specifications for all construction sites to include COVID 19

### DCS: INGWAVUMA PRISON

1. Introduction
2. References
3. Special appointments
4. Workers transport
5. Security/access control/control of visitors onsite
6. Pre-construction evaluation of medical requirements, screening and training
7. Facilities, resources and action required by principal contractor where applicable contractor onsite
8. Required procedures, documentation development and updates
9. Procedures at start during and at end of shift
10. Managing and controlling flammable hazardous chemicals
11. Contractor management
12. Compliance monitoring and discipline
13. Additional resources and recourse management

#### 1. Introduction

COVID 19 Novel Corona virus has changed the world we live in and how we will conduct business activities and life in the future. Due to this it has become necessary to take special precautions, to plan and implement control measures, to prevent further spread of this disease.

These specifications are based on the prevention of persons, objects/tools being contaminated with the virus, infection transmission and specific occupational hygiene practices that focus on the need for employers to implement measures to mitigate or eliminate the transmission of the virus in the workplace.

**This document is an addendum to the original project health and safety specification to assist the principal contractor and contractors to protect their workers, and to comply with the interim Regulations that has been gazetted**

#### 2. References

The Department of Employment and Labour has appealed to employers to use the prescriptions of the Occupational Health and Safety (OHS) Act of 1993 in governing workplaces in relation to Coronavirus Disease 2019 COVID19 under the National Disaster Act

Department of labour, notice no. 479, 29 April 2020, covid-19, Occupational health and safety measures in workplaces Covid-19 (c19 ohs), directive by the minister of employment and labour in terms of regulation 10 (8) of the regulations issued by the minister of cooperative governance



and traditional affairs in terms of section 27 (2) of the disaster management act, 2002 (act no. 57 of 2002)

The OHS Act read with the Hazardous Biological Agents Regulations requires the employer to provide and maintain as far as is reasonably practicable a working environment that is safe and without risks to the health of employees

**Section 8(2)(b) of OHS act** *requires steps such as may be reasonably practicable to eliminate or mitigate any hazard or potential hazard before resorting to personal protective equipment (PPE).* However, in the case of COVID19, a combination of controls is required, although the main principle is to follow the hierarchy of controls

However, before the implementation of control measures, current risk assessments need to be reviewed and updated, considering the new hazards posed by exposure to COVID-19 in the workplace. The risk assessment should take the Risk Assessment Guides published online by the National Department of Health into account

### 3. Special appointments

- a. *The employer must appoint a manager (from within the existing structure) to address the concerns of employees and workplace representatives concerning COVID 19*
- b. Appointment and training of security personnel and adequate personnel to conduct procedures of screening, isolating, conducting questionnaire and further actions required if person presents positive COVID 19 symptoms

### 4. Workers transport

- a. Where possible the contractors must arrange transport of their employees in line with the travel rules of not more than 70% occupancy and social distancing
- b. Where not possible to avoid the use of public transport provide employees with information on the virus and precautions to take during public transport travel:
  - i. Frequent sanitising
  - ii. Maintain social distancing (at least 2 m)
  - iii. Always wear a mask
  - iv. Coughing, sneezing safe practice and spitting
  - v. When being coughed or sneezed on, turn face away and do not touch face before hands have been sanitised
  - vi. Do not travel if experiencing symptoms of infection
  - vii. Provide employees with CIPC travel certificate

### 5. Security/access control/control of visitors onsite



- a. **Only 1 access point allowed** on site during the Phase lockdown period.
- b. A policy of lockdown inside site for the whole shift must be maintained which will mean that employees will not be allowed to exit and re-enter the site during working hours. This will prevent employees from bringing contaminated food or articles onto site and **will have to bring food from home**
- c. The principal contractor must enforce strict access control and no person may enter the site except those who have undergone induction training and who is listed on the employee list
- d. The only exceptions are persons who have pre-arranged official appointment which has been approved by the project construction manager. This person may not enter the site before they have passed the screening procedure (fever and questionnaire) and thereafter must be escorted by a person designated by the construction manager
- e. Biometric or any form of touch access entry is prohibited
- f. Delivery vehicle drivers must undergo and pass the full COVID 19 screening procedure or may not leave the cab of the vehicle and wear a face mask
- g. Where more than one Principal Contractor operates on site. A meeting must be held with all the Principal Contractors where an access plan must be formulated and **agreed to in writing**, which incorporates the sharing of expenses and other resources.

## 6. Pre-construction evaluation, screening and training

Principal contractor and contractor's pre-construction requirements:

It is critical that the principal contractor conduct the following preparatory actions before going to site. These actions must be documented and each employee must sign that he/she has undergone this screening and training and understands and procedures

- a. **Evaluation:**
  - i. Employees medical evaluation, ensuring annual medical is valid
  - ii. Screening:
    1. Fever screening
    2. **Health questionnaire** (signs and symptoms)
    3. Questionnaire of travel during shut down level 4 and exposure
    4. Employee practical understanding of:
      - a. the risks of the virus



- b. how do you get contaminated?
- c. how do you get infected?
- d. signs and symptoms
- e. prevention

## b. Training program

It is important to understand that workers have been of site for an extended period and which requires that the principal contractor and contractors develop a full risk based induction training and awareness program, policies and procedure for COVID 19 and communicate it with management, employees and contractors which include the following:

- i. Employees responsibility to look after their own health and safety and preventing from being infected or infecting other persons
- ii. What is COVID 19
- iii. How are you infected
- iv. Explanation of symptoms and signs (ever, cough, sore throat, redness of eyes or shortness of breath or difficulty in breathing, body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness
- v. Incubation period
- vi. Explain the risk of underlying conditions, i.e.:
  - 1. People 60 years and older
  - 2. People with chronic lung disease or moderate to severe asthma
  - 3. People who have serious heart conditions
  - 4. People who are immunocompromised
  - 5. People with diabetes
  - 6. People with chronic kidney disease undergoing dialysis
  - 7. People with liver disease
- vi. Self-monitoring and reporting of symptoms, possible exposure or infection to company
- vii. The importance of being aware of who you have been in contact with during work and after hours to assist with tracking in case of being infected
- viii. How to self-isolate
- ix. Company COVID sick leave and Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act
- x. How to prevent infection:
  - 1. Correct methods of sanitising
    - f. Hands
    - g. Personal hygiene
    - h. Site facilities
  - 2. Social distancing
  - 3. Not touching face





4. The correct way to cough or sneeze
5. Correct use, limitations of and disposal of PPE
6. How to protect yourself and family after hours

xi. What to do if employee is not feeling well and are presenting with the symptoms when already at the work-place or before arrival onsite include:

1. Employees

- a. If already onsite

- i. Immediate reporting to employer
- ii. Social distancing and other preventative actions

- b. When not onsite yet

- i. Do not go to work
- ii. Who to contact at your company?
- iii. Relevant company contact numbers

2. Principal contractor and contractors

- a. Procedures and PPE required when employee presents with symptoms at the site screening and needs to be isolated and tracking of persons in contact with that employee
- b. Procedures and care of persons who are in self isolation or being treated at hospital or COVID 19 facility
- c. Company and employee return to work after recovery procedures

xii. Updated company COVID 19:

1. SHE plan and risk assessment
2. Policies
3. PPE requirements
4. Method statements & risk assessment
5. Stay at home policy and sick leave
6. Employee assistance/care program

xiii. Include COVID awareness in every day DSTI/permit to work system

## **7. Facilities, resources and action required by principal contractor where applicable contractor onsite**

- a. Provide these employees with appropriate PPE for their tasks
- b. Prevention of employees having to come into close-proximity (Queuing or bundling together)
- c. Method/procedure of providing drinking water that cannot be contaminated with the virus
- d. Adequate and appropriate risk-based:



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- i. PPE
- ii. Sanitising/hand washing facilities at entrance, eating areas, offices, kitchens, toilets (Foot pedal hand sanitisers is the preferable option)
- iii. Awareness signage and posters
  
- e. Procedures for sanitising site, offices, toilets, eating areas, meeting rooms communal kitchen appliances, printers and telephones
- f. Procedures and rules to minimise exposure during:
  - i. Meetings (Alternates to close contact meetings)
  - ii. Duration and maximum number of delegates at close contact meetings
  - iii. Induction, Toolbox talk, DSTI
  - iv. Sanitising of areas, offices, boardrooms and furniture
  - v. Communal drinking facility use
  - vi. Housekeeping and garbage removal
  
- g. Provide an isolation area/tent/room where person can be interviewed and remain until instructions have been received from the COVID 19 control centre on next step to be taken

**CORONA 24 Hour HOTLINE 0800029999**

## **8. Required procedures, documentation development and updates**

The contractor must develop new and update existing plans, policies, documentation and procedures to include COVID 19

- a. The plan and policy
- b. Company COVID 19 plans, policies, procedures and programs to include:
  - i. Prevention, exposure, infection
  - ii. Social distancing during entering and exiting site, meetings, training
  - iii. Creating different areas for and staggering start of work and lunch-times, training sessions and effective planning of required staff compliments
  - iv. Cooperation with local police, clinic, emergency services and notifying them of the project and developing beneficial relationships
  - v. Engaging with CLO and communities and establish a trust relationship by providing relevant information and possible assistance where possible
  - vi. Emergencies (mass infections)
  - vii. Post-infection return to work guideline, which include:
    - 1. minimum medical and practical criteria for return to work
    - 2. medical evaluation by occupational health practitioner
  
- viii. Employee emotional care and assistance during and post infection
- ix. Management and disposal of contaminated PPE and equipment



- x. Planning to maximise social distancing
- xi. Planning of production and progress to optimise the work-force to minimise the amount of persons onsite at one-time
- xii. Managing and disposal of biological (Virus) contaminated PPE and other personal waste
- xiii. Daily reporting to management of screening results and of persons who were isolated, taken for testing and follow-up
- xiv. Reporting of persons who have been confirmed to be infected to company management, department of labour and Health
- xv. Contact-tracing of persons who were in contact with a person who have been isolated or who has been confirmed as being infected
- xvi. Updated risk assessment to include COVID 19 hazards and risks
- xvii. Evaluation of daily screening, reporting to management and if required update procedure and training
- xviii. Company policy related to paid sick leave in terms of section 22 of the BCEA illness benefit in terms of clause 4 of the Directive issued on 25 March 2020 on the COVID-19 Temporary Employer Relief Scheme under regulation 10(8) of the Regulations promulgated in terms of section 27(2) of the Disaster Management Act;
- xix. Also revise the permit to work where required.

#### **9. Procedures at start during and at end of shift**

##### a. Include conducting and recording information of:

###### i. Sanitisation

- 1. At start of shift all persons must sanitise with sanitiser that contains at least 70% alcohol with foot pedal or automatic detection and spray device, no hand contact
- 2. Site facilities, offices, boardrooms, toilets, eating areas, surfaces
- 3. Hand and power tools, and other communal equipment to be wiped down

###### ii. Fever screening and procedure when person has fever

###### 1. Re-do fever screen and if high fever

- a. Isolate and questionnaire
- b. Procedure if evidence points at infection
- c. Contact call centre and follow instructions
- d. Also follow company procedure for reporting to management, client and authorities

#### **10. Managing and controlling flammable hazardous chemicals**

- a. The type of sanitiser used for COVID 19 must have a minimum of 70% alcohol and it is important that adequate stock is held onsite
- b. Due to its high alcohol content it poses a fire risk as well as a possible risk of being used by workers for intoxicating purposes which can lead to poisoning
- c. It is therefore particularly important to include these risks into account when the risk assessments is updated



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- d. The principal contractor and contractors must ensure that they provide a flammable liquid storage facility, considering the quantities they will be storing onsite which conforms with local government fire regulations and GSR 4
- e. The storage area must be lockable and issuing and stock levels must be controlled by an appointed competent hazardous chemical substance controller
- f. Records of stock levels, issuing and usage must be updated daily and any discrepancies must be reported to management and investigated
- g. Decanting procedures must be developed which includes spillage control. Bottles into which it has been decanted into must be marked to clearly show the contents
- h. Appropriate and adequate signage must be posted
- i. Adequate Alcohol resistant foam or Carbon dioxide (CO<sub>2</sub>) fire extinguishers must be appropriately positioned. Inspections of the flammable hazardous chemicals store must be conducted at least monthly
- j. Inspections of the flammable hazardous chemicals store must be conducted at least monthly
- k. First aiders should be trained on the first aid measures as set out in the MSDS

## 11. Contractor management

It is the responsibility of the principal contractors to ensure that all contractor comply with the requirements of the addition to the original project health and safety specifications

## 12. Compliance monitoring and discipline

- a. Monitoring of compliance is critical to the prevention program and there may be no tolerance of non-compliance
- b. Strict appropriate disciplinary action must be instituted against employees, contractors, consultants or any person
- c. found in breach of the requirements
- d. The client will be responsible for compliance through audits and inspections and evaluation of principal contractors' reports
- e. The principal contractor must monitor compliance through inspections and COVID 19 specific audit of:
  - i. Available equipment
  - ii. Sanitiser/washing facilities
  - iii. Sanitising of site facilities
  - iv. Employee screening
  - v. Access control
  - vi. Availability of isolation facilities
  - vii. Separation and procedures followed when employees present with symptoms
  - viii. Continuous awareness training
  - ix. Recordkeeping
  - x. Sub-contractor training and screening records, risk assessments and monitoring
- f. Any suspected or confirmed infection or noncompliance with the COVID 19 requirements must be reported to the client health and safety agent with immediate effect



- g. A written incident report must be supplied within 24 hours after the incident. If the risk assessment or procedures are required to be reviewed, same will be done within 36 hours.

### **13. Additional resources and recourse management**

- a. It is a fact that finance and budgets of active projects that were shut down due to COVID 19 have approved budgets and available capital projects that are currently running have already been allocated and approved and Therefore funds should be available from the client to pay Principal Contractors/Contractors
- b. It is therefore critical that the principal contractor ensure that their payment certificates and related documents are correct and is submitted before deadline dates with their invoices. Many delays in payment from clients are due to incorrect or insufficient documentation that has been submitted late.
- c. It is important to understand that the COVID 19 virus has affected all parties and cooperation will increase the probability of completing the project successful
- d. It is critical that the client and principal contractor re-negotiate and discuss the project deadlines and budget and agree on solutions to the benefit of all. The impact of screening, site access, delayed delivery of long lead items due to manufacturing constraints and restrictions due to COVID19 legislation must be considered when negotiating the program and deadlines specifically.
- e. Clients must not delay payment to principal contractors and principal contractors must do the same with their contractors. Delaying payments will have a snowball effect all the way down to the workers who have in some case already not received salaries or has only received partial payment
- f. Businesses must do their utmost to protect the workers who are the most crucial asset of construction
- g. Although SMME are businesses in their own right, many of these companies were already struggling financially before lockdown started and the principal contractor could use the assistance of the project CLO to ensure that workers are being paid and if not report it to the principal contractor.
- h. Contractor must assist employees with UIF claims.
- i. All the above requirement and information must be filtered down to the contractors onsite**

**“Health and safety is not negotiable”**