public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Private Bag X5002, KIMBERLEY. 8301; Tel: 053 –838 – 5200; 21-23 Market Square, Old Magistrate building, Kimberley

QUOTATION DOCUMENT

INVITATION TO SUBMIT A QUOTATION FOR PROFESSIONAL SERVICES:

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

FOR THE PROJECT

BLOEMFONTEIN SUPREME COURT OF APPEAL TOTAL UPGRADE AND REFURBISHMENT OF THE FACILITY TO INCLUDE REPLACEMENT OF ROOFS AND ASSOCIATED DAMAGES, INSTALLATION OF FENCE, INSTALLATION OF FIRE PROTECTION, UPGRADING OF GENERATOR CAPACITY FOR FULL BUSINESS CONTINUITY AND CONSTRUCTION OF A WHEELCHAIR RAMP ON THE GROUND FLOOR: OHS CONSULTANT

WCS: 056742

REFERENCE NO: 19/2/4/2/2/6611/1

QUOTATION NO: KIMCQK07/2026

OCTOBER 2026

ISSUED BY:
THE DIRECTOR-GENERAL
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

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T1: QUOTATION PROCEDURES

T1.1 Notice and Invitation to Quote

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

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

T1.1.3 **Collection of Tender Documents**

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

☒ Alternatively; Bid documents may be collected during working hours at the following address
Physical address: Old Magistrate Court Building
21-23 Market Square
Kimberley

Tender documents may be collected on working days **between 07:30 and 12:45** and **between 13:30 and 15:30**. A non-refundable deposit of **R 0.00** is payable, in cash only, on collection of the tender documents.

T1.1.4 Queries relating to these documents may be addressed to the Employer's authorised and designated representative who is the departmental project manager:

Ms Lungile Mkize
Tel no: 053 838 5230
Cell no: 071 607 5200
Fax: N/A

Physical address: 21-23 Market Square
Old Magistrate Building
Kimberley

Postal address: Private Bag X5002
Kimberley
8300

T1.1.5 Nominated Service Providers will obtain possession of the quotation document in the most feasible manner determined by the departmental project manager and may include hand delivery, postal system or facsimile.

T1.1.6 The closing time for receipt of quotations is **11:00** on **5 November 2026.** Telephonic, facsimile, electronic and late quotations will not be accepted.

T1.1.7 Requirements for sealing, addressing, delivery, opening and assessment of quotations are stated in T1.2 Tender Data.

T1.2 Tender Data

T1.2.1 Standard Conditions of Tender

The conditions of tender are the **Standard Conditions of Tender** as contained in **Annexure C** of the **Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts** as per Government Notice No. 423 published in Government Gazette No. 42622 of **8 August 2019** and as amended from time to time.

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

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clauses marked [C] in the Standard Conditions of Tender to which it mainly applies.

By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the tenderer binds himself to a *pactum de contrahendo* (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.

Clause number	
[C.1.1]	The Employer is the **Government of the Republic of South Africa in its Department of Public Works.**
[C.1.2]	For this Contract the single volume approach is adopted. This procurement document has been formatted and compiled under the headings for a single volume approach as contained in table 5 of the CIDB's "Standard for Uniformity in Construction Procurement." The tendering Service Provider's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver his tender back to the Employer bound as it was received. The tender document, issued by the Employer, comprises the following separate identifiable documents collectively forming the "Tender Document in a single volume": The Quotation T1: Quotation Procedures T1.1 Notice and Invitation to Tender T1.2 Tender Data T2: Returnable Documents T2.1 List of Returnable Documents T2.2 Returnable Schedules The Contract

	C1: Agreement and Contract Data C1.1 Form of Offer and Acceptance C1.2 Contract Data C2: Pricing Data C2.1 Pricing Assumptions C2.2 Activity Schedule C3: Scope of Services C4: Site Information
[C.1.4]	The Employer's agent for the purpose of this tender is deemed to be the authorised and designated representative of the Employer, who will be the departmental project manager as noted in T1.1.6 Notice and Invitation to Tender.
[C.2.1]	**Quotations will only be considered for acceptance if** (i.e. will only be regarded as responsive if): 1. The tendering Service Provider is a practice which is under the fulltime supervision of a registered professional Construction Health and Safety Agent which renders and perform services as Professional Construction Health and Safety Agent in terms of section 4(4) and 4(5) of the Construction Regulations 2014, promulgated under the Occupational Health and Safety Act 85 of 1993 as amended, and which employs a competent person(s) who can perform the services (i) Health and Safety, and/or (ii) Safety, Health and Environment and/or (iii) Safety, Health, Environment and Quality. At least one of the members of the firm must be in possession of a NEBOSH International General Construction Health & Safety Certificate or NEBOSH International in Construction Health & Safety Certificate or higher qualification in Health and Safety environment (Diploma, Degree, etc. as per SACPCMP requirements for registration as a Pr H&S Agent), and must be a professionally registered H&S Agent with the SACPAMP (South African Council for the Project and Construction Management Professions), and who will hereafter be referred to as **registered principals** of the business undertaking; **Or** a multi-disciplinary professional practice, that also practises services as Professional Construction Health and Safety Agent in terms of the Construction Regulations referred to above, which division/section is under the fulltime supervision of a registered Professional Construction Health and Safety Agent, and which is owned and controlled by registered professionals by at least a percentage determined by any of the relevant professional Councils (Architects and Quantity Surveyors)for cases pertaining to multi-disciplinary practices/business undertakings, in their respective Codes of Professional Conduct, in terms of number, shareholding and voting power, who are registered correspondingly in terms of the Architectural Profession Act, 2000 (Act no 44 of 2000), Engineering Profession Act, 2000 (Act no 46 of 2000) Landscape Architectural Profession Act, 2000 (Act no 45 of 2000), Engineering Profession Act, 2000 (Act no 46 of 2000), Project and Construction Management Professions Act, 2000 (Act no 48 of 2000) and who will hereafter be referred to as **registered principals**. For health and safety agent services in the multidisciplinary professional practice the minimum requirement is for the health and safety division/section to be under fulltime direct supervision of a registered professional health and safety agent /s who is/are registered in terms of the Occupational Health and Safety Act 85 of 1993, and who will hereafter be referred to as **registered principals** of the business undertaking. 2. Copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, of all the **registered principals** mentioned in 1 above are included with the tender as part of the returnable documentation.

Where applicable and in order to determine that the bidder is indeed a multidisciplinary professional practice, copies of certificates or other documentation clearly providing current professional registration with the relevant council, including registration numbers of the director(s) based in South Africa of the legal entity mentioned in 1 above are to be included with the tender as part of the returnable documentation. Two or more professional disciplines would qualify as a multidisciplinary professional practice.

3. The information, required in respect of 1 to 2 above, has been provided for all Service Providers tendering in consortium or joint venture;

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

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

5. All Returnable Documents mentioned in T2: Returnable Documents (T2.1 List of Returnable Documents and T2.2 Returnable Schedules) have been included in the quotation;

6. Method to be used to calculate points for specific goals

☒ **6.1 <u>For procurement transaction with rand value greater than R2 000,00 and up to R1 Million (Inclusive of all applicable taxes) the specific goals listed in table 1 below are applicable.</u>**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

	people with disability (Mandatory)		and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☐ **6.2 For procurement transaction with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and

			• Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

☐ **6.3 For procurement transaction with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals listed below are applicable.**

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration

			indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5. ☐	**OR** An EME or QSE which is at least 51% owned by black youth (Mandatory **NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)**		• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

7. Functionality criteria

Assessing this tender in terms of Functionality is **not applicable**

Functionality will be applied to test the capability and capacity of the tenderer, such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference. Failure to meet minimum functionality score will result in the tenderer being disqualified.

When applicable:

(a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform functionality as described in 6.2(b) and upon scoring, a risk assessment as described in 6.2(c) hereafter and referred to in T2.1 – sub paragraph 3;

(b) Tender offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the following criteria on a scoring system of 1 to 5, weighted as indicated:

Functionality criteria:[1]	**Weighting factor:**

[1] The points allocated to each functionality criterion should not be generic but should be determined separately for each tender on a case by case basis.

Total	**100 Points**

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

Minimum functionality score to qualify for further evaluation:	

Tenderers who fail to achieve the minimum functionality score will render the tender as unacceptable and will be excluded from further consideration

(c) Risk assessment in terms of Risk to the Employer

Tender offers are judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against technical and commercial risk criteria listed below. Such risk will be evaluated against the criteria listed below. Each criterion carries the same weight / importance and will be evaluated individually by the Bid Evaluation Committee appointed on the project. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.

In order for the evaluation reports to be prepared by the Bid Evaluation Committee, the Tenderer is obliged to provide comprehensive information on form DPW-09 (PSB). Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below.

The Employer reserves the right to request further clarification, elucidation, additional documentation / information, etc. as may be required to evaluate the tender. The afore-mentioned can also entail that the persons, named in the schedule of Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), be invited to an interview.

The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

The risk criteria are as follows:

Technical risks:

Criterion 1: Experience on comparable projects during the past 10 years.

The tendering Service Provider's experience on comparable projects during the past 10 years. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (PSB), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (PSB).

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

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the quotation as unacceptable and will be excluded from further consideration.]**

Criterion 2: Contractual commitment and quality of performance on comparable projects during the past 10 years.

Adherence to contractual commitments and quality of performance of comparable current and previous projects performed by the Tenderer on comparable projects during the past 10 years as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's current and previous work as reflected on form DPW-09 (PSB), as well as, if necessary, of any additional work executed by the Tenderer, not reflected on form DPW-09 (PSB).

Aspects to be considered include but not limited to time management & programming, quality of detailed designs, extent of variations to scope due to shortcomings in original designs, compliance to relevant regulations, personnel resources & technical experience of representatives, turnover in representatives, decision making & problem solving skills, promptness and quality of contract administration in terms of reporting and issuing contract documents, attending site meetings, scope management, leadership and accountability, conformance to specification and quality compliance, risk Identification and mitigation, all with respect to specific aspects of the project / comparable projects and the project tendered for.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the quotation as unacceptable and will be excluded from further consideration.]**

Criterion 3: Suitably qualified and appropriately experienced human resources

Allocation of suitably qualified and appropriately experienced human resources, both in respect of principals and/or other staff (professional, technical and/or administrative) of the

tendering Service Provider to the project, as described in the schedule of Key Persons in terms of clause 7.1.2 of the General Conditions of Contract, as proof that the tendering Service Provider will be able to react/respond appropriately to the Services required herein. The Company Organogram with CV's and certified ID's of all principals and employed workforce as well as proof of Professional Registration will be verified. Current and future workload of the tenderer in relation to capacity and capability will also be considered. The tenderer should demonstrate that he or she possesses the necessary professional and technical qualifications, and professional and technical competence in relation to the scope of work and service to be rendered.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the qualifications and experience of the human resources allocated to the project in terms of the Key Persons (C1.2.3 Data provided by the Service Provider, clause 7.1.2), from information contained in curriculum/curricula vitae submitted with the tender. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information / curricula vitae with the quotation and will therefore render the tender as unacceptable and will be excluded from further consideration.**]

Criterion 4: Proof of Professional Indemnity Insurance

Confirmation of the required level of professional indemnity insurance specified in terms of Contract Data clause 5.4.1 (C1.2.3 Data provided by the Service Provider).

[If confirmation/proof of professional indemnity insurance is not duly confirmed in C1.2.3 Data provided by the Service Provider, the risk to Employer will be regarded as unacceptable and render the tender unacceptable on grounds of not being to specification. The Employer retains the right to request documentary proof of such insurance as part of the tender evaluation process. **Unconfirmed professional indemnity insurance will render the quotation as unacceptable in terms of risk to the Employer and will be excluded from further consideration.**]

Criterion 5: Attendance of compulsory bid clarification meeting, if applicable

If applicable, submission of confirmation of DPW-16.1 (PSB) attendance of compulsory bid clarification meeting or proof of attending the compulsory virtual meeting by a suitably qualified and experienced representative of the tendering Service Provider in terms of clause [C.2.7] (T1.2 - Tender Data).

[Non-attendance, if compulsory in terms of [C.2.7], will be regarded as a risk to the Employer in that salient information required for tender purposes would not have been to the knowledge of the tendering Service Provider, rendering any resultant tender to be incomplete. **Non-attendance will render the quotation a risk to the Employer and will therefore be excluded from further consideration.**

In the event of the clarification meeting not being compulsory, this risk criterion will not be applicable.]

Commercial risks:

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

Aspects to be considered include but not limited to, the respective rates tendered, bank rating, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the goods or services described in the tender documentation (including fulfilling any guarantees or warranty claims), whether the tenderer is not subject

	to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of the goods or services, management accounts / financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements. [An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the financial viability of the amount tendered in order to render the service. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the quotation as unacceptable and will be excluded from further consideration.**] Other <u>project specific</u> risk criteria **are not applicable** **Note: Any quotation not complying with the above-mentioned stipulation will be regarded as non-responsive and will therefore <u>not</u> be considered for further evaluation.**
[C.2.7]	A tender clarification meeting will not be held in respect of this tender N/A Attendance of said clarification meeting is N/A. The particulars for said tender clarification meeting are: Location: N/A Venue: N/A Virtual Meeting: N/A Date: N/A Starting time: N/A
[C.2.13.3]	Each tender offer communicated on paper shall be submitted as an original. **Each page of the tender document shall be initialled by the Authorised Signatory as per the Resolution of the Board of Directors, Consortia or Joint Venture in terms of PA15.1, PA15.2 or PA15.3.**
[C.2.13.4]	Delete the last sentence of the paragraph: "Signatories for … of the tender offer."
[C.2.13.5]	The Employer's addresses for delivery of quotation offers are: **Physical address:** Old Magistrate Building 21-23 Market Square Kimberley **Postal address:** Private Bag X5002 Kimberley 8301 In addition, the following identification details must be provided on the <u>back</u> of the envelope: **Entity submitting quote's name, contact address and telephone number** and in the top left corner on the back of the envelope: **"Quotation no. "** (and fill in the tender number as on the front page hereof) **"WCS no. "** (and fill in the WCS number as on the front page hereof) **"Quotation for Health & Safety Agent Services".**
[C.2.13.6]	A two-envelope procedure will not be followed.
[C.2.15]	The closing time for submission of quotations is as indicated in T1.1.5 Notice and Invitation to Quote.
[C.2.16]	The tender validity period is 84 days from date of tender closure.
[C.2.19]	The tenderer shall provide access for inspections to his offices as may be required by the

	Employer.
[C.2.22]	Not a requirement.
[C.2.23]	The tenderer is required to submit with his tender all documents listed in T2 Returnable Documents, T2.1 and T2.2.
[C.3.4]	The time and location for opening quotation offers are: Time: quotations will be opened immediately or as soon as possible after the closing time mentioned in T1.1.5 Notice and Invitation to Quote; Location: room Big Tea Room, 21-23 Market Square, Old Magistrate Building, Kimberley, 8301
[C.3.5]	A two-envelope procedure will not be followed.
[C.3.9.3]	Omit the wording and replace with the following: "Notify the tenderer of all errors, omissions and/or rate imbalances that are identified in the tender offer and request the tenderer to, within a stipulated time, accept the total of prices as corrected in accordance with C.3.9.4."
[C.3.9.4]	Omit the wording of the first sentence and replace with: "In cases where tender offers contain errors, omissions and/or rate imbalances, these are to be corrected as follows:" Add sub-paragraph c) as follows: "c) If the tenderer does not accept the corrected tender offer, or cannot reach consensus with the Employer on a corrected tender offer, the tenderer is to be classified as not acceptable/non-responsive and removed from further contention."
[C.3.11]	The procedure for the evaluation of responsive tenders is Method 2: Financial Offer and Preference.
[C.3.17]	The number of paper copies of the signed contract to be provided by the employer is one.

T2: RETURNABLE DOCUMENTS

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

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

1. Copies of certificates or other documentation of the competent person(s) mentioned under T1.2 Tender Data, clause F.2.1, item 2 or 3, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons, **or** Certified copies of present registration, with the registration numbers, of all the registered principals and professionals mentioned under T1.2 Tender Data, clause [C.2.1], item 2, as well as in C1.2.3 Data provided by the Service Provider, clause 7.1.2 Key Persons, with the **South African Council for Projects and Construction Management Profession** as a "Professional Construction Health and Safety Agent (Pr. CHSA)" .

2. An exposition, with necessary annexures, in suitable format and in sufficient detail, providing all the information necessary for the evaluation panel to be able to evaluate the functionality and risk set out in T1.2 Tender Data, clause [C.2.1].

T2.2 **Returnable Schedules** (all bound into this quotation document – to be completed by tenderer) All documents must be duly completed and signed where applicable.

T2.2.1 SUBSTANTIVE COMPLIANCE RESPONSIVENESS CRITERIA

Failure to submit fully completed documents as stated hereunder shall result in the quotation offer being disqualified from further consideration:

1	☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
2	☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
3	☒	Use of correction fluid is prohibited.
4	☒	Submission of signed Form of Offer and Acceptance (C1.1)
5	☐	Submission of DPW-09 (PSB): Particulars of Tenderer's Projects.
6	☒	Submission of fully completed (C2.2.2) Activity Schedule for Value Based Fees OR (C2.2.3) Activity Schedule for Time Based Fees, whichever is applicable in accordance with C2.1.1.1.
7	☒	Submission of acceptable Professional Indemnity insurance as per C1.2.3
8	☒	Provide proof of valid professional registration, qualification, CV's and other documentation relating to registered principals and key personnel as contained in C2.1 (2) and 7.2.
9	☐	Bidders must comply with DPW-21 (PSB): Record of Addenda to tender documents, if any.
10	☐	Submission of DPW-16.1 (PSB): Tender Clarification Meeting Certificate signed by the authorised official and completion of bid briefing attendance register.
11	☐	Specify other responsiveness criteria
12	☐	Specify other responsiveness criteria
13	☐	Specify other responsiveness criteria
14	☐	Specify other responsiveness criteria
15	☐	Specify other responsiveness criteria

T2.2.2 ADMINISTRATIVE RESPONSIVENESS CRITERIA

The Employer reserves the right to request further information regarding the undermentioned criteria. Failing to submit further clarification and/or documentation within 7 calendar days from request will disqualify the quotation offer from further consideration.

1	☒	Any correction to be initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's.
2	☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
3	☒	All parts of tender documents submitted must be fully completed in ink and signed where required.
4	☒	Submission of (PA-11): Bidder's disclosure
5	☒	Submission of PA-16.1 (PSB): Ownership Particulars
6	☒	Submission of documentation relating to **risk assessment criteria** as contained in C 2.1 of T1.2 Tender Data.
7	☒	Data provided by the Service Provider (C1.2.3) fully completed.
8	☒	Submission of (PA 40): Declaration of Designated Groups
9	☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD). Insert the Supplier Registration Number on the form of offer, including proposed sub-consultants if any
10	☒	Upon request, submission of fingerprints obtainable from local SAPS including any other additional documentation and information required for vetting purposes.
11	☒	Upon request, submission of a fully completed security clearance application form with supporting documentation and information as required. The security clearance form will be provided by the Employer for projects requiring a security clearance.
12	☒	Bidders are required to ensure compliance with section 23(3)(b) of the Companies Act, 2008, as it relates to the registered address of the bidding company entity. In terms of section 23(3)(b) of the Companies Act, 2008, if an entity has more than one office in South Africa, it must register the address of its 'principal office' with the CIPC which address shall, for all tender and contractual purposes, be the regarded as the lawful and registered address of the bidding entity.
13	☒	Submission of DPW-09 (PSB): Particulars of Tenderer's Projects.
14	☒	Bidders must comply with DPW-21 (PSB): Record of Addenda to tender documents, if any.
15	☐	Specify other responsiveness criteria

T2.2.3 ADMINISTRATIVE REQUIREMENTS APPLICABLE FOR SPECIFIC GOALS.

Tenderers will not be required to submit the below documents if not provided in the original tender proposals. **Failure to comply with the criteria stated hereunder shall result in the tenderer not allocated points for specific goals.**

1	☒	Submission of (PA-16): Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022.
2	☒	A trust, consortium or joint venture (including unincorporated consortia and joint ventures) must submit a consolidated B-BBEE Certificate issued by a SANAS accredited service provider

PA-16.1 (PSB): OWNERSHIP PARTICULARS

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

Project title:	Construction Health and Safety Agent i.t.o. the Construction Regulations of the OHS Act for: **Bloemfontein Supreme Court of Appeal total upgrade and refurbishment of the facility to include replacement of roofs and associated damages, installation of fence, installation of fire protection, upgrading of generator capacity for full business continuity and construction of a wheelchair ramp on the ground floor.**
Tender / Quotation no:	

1. REQUIRED DOCUMENTARY PROOF

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

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

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

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

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

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

Project title:	**Bloemfontein Supreme Court of Appeal total upgrade and refurbishment of the facility to include replacement of roofs and associated damages, installation of fence, installation of fire protection, upgrading of generator capacity for full business continuity and construction of a wheelchair ramp on the ground floor.**		
Tender / Quotation no:	KIMCQK07/2026	**Closing date:**	O5 November 2026
Advertising date:		**Validity period:**	84 days

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

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

1.1. Current projects

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

1.2. Completed projects

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

Name of Tenderer	Signature	Date

PA - 40: DECLARATION OF DESIGNATED GROUPS

Name of Tenderer ..... ☐EME[2] ☐QSE[3] ☐ **Non EME/QSE (tick applicable box)**

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

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in rural / under developed area/township	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ 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)

[2] EME: Exempted Micro Enterprise
[3] QSE: Qualifying Small Business Enterprise

2. DECLARATION:

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

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

Signed by the Tenderer

Name of representative	**Signature**	**Date**

DPW-16.1 (PSB): TENDER CLARIFICATION MEETING CERTIFICATE

Project title:	Construction Health and Safety Agent i.t.o. the Construction Regulations of the OHS Act for: **Bloemfontein Supreme Court of Appeal total upgrade and refurbishment of the facility to include replacement of roofs and associated damages, installation of fence, installation of fire protection, upgrading of generator capacity for full business continuity and construction of a wheelchair ramp on the ground floor.**		
Tender / Quotation no:	KIMCQK07/2026	**Reference no:**	19/2/4/2/2/6611/1

This is to certify that I, _____

representing _____

attended the tender clarification meeting on: _____

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

Name of Tenderer	Signature	Date

Name of DPW Representative	Signature	Date

DPW-16.1 (PSB)

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

Project title:	Construction Health and Safety Agent i.t.o. the Construction Regulations of the OHS Act for: **Bloemfontein Supreme Court of Appeal total upgrade and refurbishment of the facility to include replacement of roofs and associated damages, installation of fence, installation of fire protection, upgrading of generator capacity for full business continuity and construction of a wheelchair ramp on the ground floor.**		
Tender / Quotation no:	KIMCQK07/2026	**Reference no:**	19/2/4/2/2/6611/1

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Name of Tenderer	Signature	Date

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

Name of Tenderer	Signature	Date

PA-11: BIDDER'S DISCLOSURE

Project title:	Construction Health and Safety Agent i.t.o. the Construction Regulations of the OHS Act for: **Bloemfontein Supreme Court of Appeal total upgrade and refurbishment of the facility to include replacement of roofs and associated damages, installation of fence, installation of fire protection, upgrading of generator capacity for full business continuity and construction of a wheelchair ramp on the ground floor.**		
Tender / Quotation no:	KIMCQK07/2026	**Reference no:**	19/2/4/2/2/6611/1

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[3] 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

(3) 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.

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

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 declare 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[4] will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

[4] 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.

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

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

I DECLARE 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.

Name of Bidder	Signature	Date	Position

This form is aligned to SBD 4.

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

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____
(Project description as per Tender Document)

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

2 *Mr/Mrs/Ms: _____

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

and who will sign as follows:

_____

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

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

10			
11			
12			

13			
14			
15			
16			
17			
18			
19			
20			

Note:

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

ENTERPRISE STAMP

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

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

_____

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

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

   _____

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

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

   _____

   _____
   (Project description as per Tender Document)

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

1 *Mr/Mrs/Ms: _____

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

   and who will sign as follows:

   _____

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

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

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

   Physical address: _____

   _____

   _____

   _____ (code)

Postal Address: _____

_____

_____

_____ (code)

Telephone number: _____ Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1 _____

_____

2 _____

_____

3 _____

_____

4 _____

_____

5 _____

_____

6 _____

_____

7 _____

_____

8 _____

_____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

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

_____

_____

(project description as per Tender Document)

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

B. Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

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

_____

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

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

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

G. The Enterprises choose as the *domiciliumcitandi et 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: _____

E-mail address: _____

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

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

Note:

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

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

PA-16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 Preference Points System to be applied

(*tick whichever is applicable*).

☒ The applicable preference point system for this tender is the **80/20** preference point system.

☐ The applicable preference point system for this tender is the **90/10** preference point system.

☐ Either the **90/10 or 80/20** preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender shall be awarded for:

1.3.1 Price; and

1.3.2 Specific Goals

1.4 The maximum points for this tender are allocated as follows:

CHOOSE APPLICABLE PREFERENCE POINT SCORING SYSTEM	☒ 80/20	☐ 90/10
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and Specific Goals	100	100

1.5 Breakdown Allocation of Specific Goals Points

1.5.1 For Procurement transactions with rand value greater than R2 000.00 and up to R1 Million (Inclusive of all applicable taxes), the specific goals as listed in table 1 below are applicable.

All Acquisitions
Table 1

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.2 For procurement transactions with rand value greater than R1 Million and up to R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 2 below are applicable:

All Acquisitions
Table 2

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	10	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Serial No	Specific Goals	Preference Points Allocated out of 20	Documentation to be submitted by bidders to validate their claim
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or • Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4.	An EME or QSE or any entity which is at least 51% owned by black people with disability (Mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5.	An EME or QSE or any entity which is at least 51% owned by black youth (Mandatory)	2	• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

1.5.3 For procurement transactions with rand value greater than R50 Million (Inclusive of all applicable taxes) the specific goals as listed in table 3 below are applicable

All Acquisitions
Table 3

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
1.	An EME or QSE or any entity which is at least 51% owned by black people (Mandatory)	4	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
2.	Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area (Mandatory)	2	• Official Municipal Rates Statement which is in the name of the bidder. Or • Any account or statement which is in the name of the bidder. Or • Permission To Occupy from local chief in case of rural areas (PTO) which is in the name of the bidder. Or

Serial No	Specific Goals	Preference Points Allocated out of 10	Documentation to be submitted by bidders to validate their claim
			• Lease Agreement which is in the name of the bidder.
3.	An EME or QSE or any entity which is at least 51% owned by black women (mandatory)	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.
4. ☐	An EME or QSE which is at least 51% owned by black people with disability (Mandatory) **OR**	2	• SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable. and • Medical Certificate indicating that the disability is permanent. Or • South African Social Security Agency (SASSA) Registration indicating that the disability is permanent. Or • National Council for Persons with Physical Disability in South Africa registration (NCPPDSA).
5. ☐	An EME or QSE which is at least 51% owned by black youth (Mandatory) **NB. (The use of this goal is mandatory however the BSC must select either one of the two and not both)**		• ID Copy and SANAS Accredited BBBEE Certificate or Sworn Affidavit where applicable.

Black people mean Africans, Coloureds and Indians, who - (a) are citizens of the Republic of South Africa by birth or descent; or (b) became citizens of the Republic of South Africa by naturalisation - (i) before 27 April 1994; or (ii) on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date. (BROAD-BASED BLACK ECONOMIC EMPOWERMENT ACT No 25899, 2003 of 9 JANUARY 2004).

1.6 Failure on the part of the tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals, if the service provider/ tenderer did not submit proof or documentation required to claim for specific goals will be interpreted to mean that preference points for specific goals are not claimed.

1.7 The organ of state reserves the right to require of a service provider/tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1,2 and 3 above as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 2: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
1. An EME or QSE which is at least 51% owned by black people	10	
2. Located in a specific Local Municipality or District Municipality or Metro or Province area for work to be done or services to be rendered in that area	2	
3. An EME or QSE which is at least 51% owned by black women	4	
4. An EME or QSE or any entity which is at least 51% owned by black people with disability	2	
5. An EME or QSE or any entity which is at least 51% owned by black people.*	2	

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number: .....

5.3. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole propriety
Close corporation
Public Company
Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

5.4. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

C1: AGREEMENT AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

Offer

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

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

on the Project

Bloemfontein Supreme Court of Appeal total upgrade and refurbishment of the facility to include replacement of roofs and associated damages, installation of fence, installation of fire protection, upgrading of generator capacity for full business continuity and construction of a wheelchair ramp on the ground floor. OHS Consultant

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the Service Provider under the Contract including compliance with all its terms and conditions according to their true intent and meaning for remuneration to be determined in accordance with the conditions of Contract identified in the Contract Data.

The offered price for the service of Professional Construction Health and Safety Agent in terms of the Construction Regulations of the Occupational Health and Safety Act (Act 85 of 1993), inclusive of all applicable taxes (("all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies), and as described in C3 Scope of Services, is:

Rand (in figures) **R** .....

Rand (in words).....

.....

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

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

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

Company or close corporation: .... whose registration number is: ..... whose income tax reference number is:	**OR**	Natural person or partnership: .... whose identity number(s) is/are: ..... whose income tax reference number is/are:

..... and whose National Treasury Central Supplier Database (CSD) numbers are: CSD supplier number: ..... Tax Compliance Status Pin (TCSP).....	..... and whose National Treasury Central Supplier Database (CSD) numbers are: CSD supplier number: ..... Tax Compliance Status Pin (TCSP).....

AND WHO IS (if applicable):

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

AND WHO IS:

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

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

WITNESSED BY:

Name of witness	Signature	Date

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

.....
.....

Other contact details of the Tenderer are:

Other contact details of the Tenderer are:

Telephone no: ..... Cellular phone no: .....

Fax no: .....

Postal address: .....

E-mail address: .....

Banker: ..... Branch: .....

Acceptance

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

The terms of the Contract are contained in:

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

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

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

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

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

For the Employer:

Name of signatory	Signature	Date

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

Witnessed by:

Name of witness	Signature	Date

Schedule of Deviations

Notes:

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

1.2.1. Subject:
Detail:

1.2.2. Subject:
Detail:

1.2.3. Subject:
Detail:

1.2.4. Subject:
Detail:

1.2.5. Subject:
Detail:

1.2.6. Subject:
Detail:

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

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

C1.2 Contract Data

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

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

C1.2.2 Data provided by the Employer

Clause	
1	**Contract Data** Specific data, which together with these General Conditions of Contract, collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract. Clauses stipulated in the Contract Data are in addition to or amendments to or replace the corresponding clauses in the STANDARD PROFESSIONAL SERVICES CONTRACT (July 2009) (Third Edition of CIDB document 1014) The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract. The General Conditions of Contract in the Standard Professional Services Contract (July 2009) make several references to the Contract Data for details that apply specifically to this tender.
1	**Period of Performance** The Period of Performance is the period commencing from the date of signature of the letter of acceptance until the Service Provider has completed all Deliverables in accordance with the Scope of Services and in accordance with the approved baseline programme or within the approved extended programme as per Clause 3.15 of the Standard Professional Services Contract (July 2009).
3.4.1	Replace Clause 3.4.1 with the following: Any notice, request, consent, approvals or other communication made between the Parties pursuant to the Contract shall be in writing and forwarded to the address specified in the Contract Data. Such communication shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one week after having been sent by registered post, or unless otherwise indicated in the Contract Data. Communication by e-mail is permitted but the originals of all contractual documents must be submitted. Email communication shall be deemed to have been delivered to the recipient one calendar day after sending.
3.5	Add to clause 3.5 The Services shall be executed in the Service Provider's own office and/or on the Project site as described in C3.2.2 Project description. No portion of the work may be performed by a person employed by the State.
3.6	Omit the following: "... within two (2) years of completion of the Service ...".
3.8.2	Add the following to clause 3.8.2: The cost of preparation so negotiated shall not exceed the hourly tariff for time-based fees as published at the time of the Employer's instruction and the hours will be as negotiated for each Category as defined in C2.1.3.2.

	The cost, for incorporation into the Contract any variations to the Services as ordered by the Employer, shall be calculated according to the Service Provider's tendered price. Implementation of the variation in services to be rendered by the Service Provider, shall only proceed after a written agreement between the parties.
3.9.1 (a)	Replace clause 3.9.1 (a) with the following: A change in legislation takes place in accordance with the provisions of Clause 3.2 provided the change in legislation came into effect after the completion of the tender documentation approved by the Employer.
3.9.1. (c)	Replace "Employers or others" with "the Employer, its employees or clients and/or their agents" Only extension of time without cost will considered in case where a 3rd party has caused a delay.
3.9.1 (d)	No Clause.
3.9.1 (e)	Replace clause 3.9.1 (e) with the following: The contract is restarted following a suspension period of 2 years the Service Provider is entitled to a change in contract price based on the applicable fee scales as published at the time of uplifting the suspension. The applicable fee scales as published at the time of uplifting the suspension will only be applied to the remaining work stages following the suspension.
3.9.3	Replace clause 3.9.3 with the following: "Upon receiving an application from the Service Provider to amend the period of performance and/or fees, the Employer shall assess the changes to the Contract Price and/or extension of the Period of Performance on the impact of the delay on the Services based on the fee structure that the Service Provider has tendered for and appointed on. Additional Services ordered by the Employer shall be assessed on time-based fees as tendered for and adjusted in terms of price adjustment to time-based fees for inflation as per 3.16.
3.9.4	Add to clause 3.9.4: The application for changes to the Period of Performance is subject to the delay being on the Critical Path of the approved programme and due to no fault of the Service Provider.
3.12	Penalty Replace clauses 3.12.1 and 3.12.2 with the following: Period of Performance shall be sub dividable in separate target dates according to the programme for each assignment to be submitted in terms of clause 3.15 hereof. Without prejudice to his other remedies under the Contract or in law, the Employer shall have the right to recover all cost claimed by the contractor in the event that the contractor claimed for delays resulting from actions or non-actions of the Service Provider. The Employer shall further have the right to recover all other cost, including but not restricted to extended rental cost resulting from the delay caused directly or indirectly by the Service Provider, certifying incorrect work for payment, delay in the construction period, remedial cost to correct incorrect designs and or documentation, including omissions. Without prejudice to his other remedies under the Contract or in law, the Employer shall recover a penalty amount per day, stipulated in the table below per target date for the full period of the delay.

Business General

In the event that the delay exceeds 30 days, the Employer will have the option to either:

(i) terminate the contract and recover any loss as a result of the termination from the Service Provider, or
(ii) allow the Service Provider to continue with the Services after the agreement of a new target date and recover the penalty per calendar day, as stipulated in the table below for the full period of the delay.

CALCULATION OF PENALTIES

	VALUE OF FEES			% PENATIES OF FEES
1	1	UP TO	500,000	0.05000000 %
2	500,001	UP TO	1,000,000	0.05000000 %
3	1,000,001	UP TO	2,000,000	0.03750000 %
4	2,000,001	UP TO	4,000,000	0.02500000 %
5	4,000,001	UP TO	8,000,000	0.01875000 %
6	8,000,001	UP TO	16,000,000	0.01250000 %
7	16,000,001	UP TO	32,000,000	0.00781250 %
8	32,000,001	UP TO	64,000,000	0.00468750 %
9	64,000,001	UP TO	128,000,000	0.00273438 %
10	128,000,001	UP TO	256,000,000	0.00156250 %
11	256,000,001	UP TO	512,000,000	0.00087891 %
12	512,000,001		and above	0.00048828 %

Recovering of cost and or penalties may be done in the following ways:
a) claim against professional indemnity insurance, or
b) deduction from fee account, or
c) direct payment to the contractor by the consultant, or
d) litigation, or
e) any other method available to the Employer

3.15.1

Replace clause 3.15.1 with the following:

A baseline programme for the performance of the Service shall be submitted by the Service Provider, identified as the principal agent in terms of C3.5.1 Service Providers, to the departmental project manager, within a period of two (2) weeks following the briefing meeting and whenever a programme is amended or revised, submit for the Employer's approval a programme for the performance of the Services which shall, inter alia, include:

a) the order and timing of operations by the Service Provider and any actions, access to people, places and things and work required of the Employer and Others;
b) the dates by which the Service Provider plans to complete work needed to allow the Employer and Others to undertake work required of them;
c) provisions for float;
d) the planned completion of the Services or part thereof in relation to a Period of Performance; and
e) other information as required in terms of the Scope of Work or Contract Data.

The baseline programme will be the result of the co-ordination of all appointed Service Providers' inputs and shall be in sufficient detail describing key milestones, events and activities

	linked to the fastest realistic timeframes in which the Service can be delivered. Milestones and events are to be listed based on the Scope of Services described in part C3 of the various appointed Service Providers' tender documents and presented in bar chart format. No milestones may, at the co-ordination stage, be extended beyond the timeframes outlined in C3.2.2.3 Project Programme, unless approved by the Employer. The programme thus compiled and presented by the principal agent must be counter-signed by all appointed Service Providers as proof that the programme was agreed upon by all during the said co-ordination action. Such signed programme shall then constitute the Service Contract Period between the Employer and all the appointed Service Providers. In the event of the Employer not being satisfied with the submitted programme, the Parties will negotiate in good faith towards a programme that will be agreeable to both. Such an agreed-upon programme will form the basis for the management of the appointment, the Period of Performance and remuneration purposes of the respective Service Provider/s. Should circumstances change from the initial briefing, the Service Provider/s and the Employer will negotiate a revised programme to satisfy such change(s). Should the Parties fail to reach agreement on the programme or revised programme, the matter will be dealt with in terms of clause 12.1.2 of the General Conditions of Contract. Should the mediation process fail, the Contract will be deemed to have been mutually terminated and any reasonable fees accrued at that stage settled by the Employer. Any failure to comply with the provisions of clause 3.15.1 *supra* and submit or re-submit the programmes of works or failure to submit the programme on the date required by the Employer, which request shall at all material times be reasonable and fair, shall constitute a material breach of the terms and condition of contract which entitles the Employer to terminate the contract with due regard to clause 8.4 (cidb Standard Professional Services Contract, July 2009).
3.16.2	The adjustment to the time-based fees shall be equal to: (CPIn - CPIs) / CPIs where CPIs = the indices specified in the Contract Data during the month in which the start date falls CPIn = the latest indices specified in Contract Data during the month in which the anniversary of the Start Date falls Where CPI_s = the index of StatsSA P0141 (Table B) for the month during which the tender closed. CPI_n = the index of StatsSA P0141 (Table B) for the month in which the anniversary of the tender date falls. The indices of StatsSA P0141 are available on the Website: *http://www.statssa.gov.za/Publications/statsdownload.asp?PPN=P0141* *The formula for calculating the adjusted hourly rate will be:* $((((CPI_n - CPI_S) / CPI_S) \times \text{original hourly rate}) + \text{original hourly rate})$
4.1.1	Add to clause 4.1.1 the following: Briefing meeting: The departmental project manager shall arrange a briefing meeting, compulsory for all appointed Service Providers, as soon as practicable after the appointment of the professional team as referred to in C3.5.1 Service Providers, or after the appointment of the core members of the professional team required to commence with the Services if not appointed at the same time, during which meeting the departmental project manager, together with any supporting advisors, will verbally brief the professional team comprehensively regarding the requirements

	of the project and the Scope of Services and hand over, to the Service Provider/s, all documentation relevant to the execution of the Service.
4.4	Others providing Services on this Project are as listed in C3.5.1 Service Providers.
5.4.1	Add to clause 5.4.1: Minimum professional insurance cover as more comprehensively described in C1.2.3 Data provided by the Service Provider and in respect of which the Service Provider must provide proof of insurance as required.
5.5	Replace clause 5.5 with the following: The Service-Provider is required to obtain the Employer's prior approval in writing before taking, inter alia, any of the following actions: a) appointing Subcontractors for the performance of any part of the Services; b) appointing Key Persons not listed by name in the Contract Data; c) travelling for which payment will be claimed, as defined in C2.1.7 Travelling and subsistence arrangements and tariffs of charges; d) deviate from the programme for each assignment; e) deviate from or change the Scope of Services; f) change Key Personnel on the Service; Add to clause 5.5 c: 1 Exclusion of authority/powers The Service Provider's authority to act and/or to execute functions or duties is **excluded** in respect of the matters listed below. The Employer shall retain its powers and authority as stipulated in the applicable clauses of the contract data which are relevant and applicable to the JBCC or GCC conditions of contract. 1.1 Nomination of nominated or selected subcontractors; 1.2 Granting of extension of time and/or ruling on claims associated with claims for extension of time; 1.3 Acceleration of the rate of progress and determination of the cost for payment of such acceleration; 1.4 Rulings on claims and disputes; 1.5 Suspension of the works; 1.6 Final payment certificate; 1.7 Issuing of *mora* notices to the contractor; 1.8 Cancellation of the contract between the Employer and contractor. Any claims, demands, notices, notifications, updated particulars and reports in writing, together with additional supporting documentation pertaining thereto, must be submitted by the contractor to the Service Provider, acting as principal agent, in respect of any of the matters listed in 1.1 to 1.8 above. This must be done within the time periods and in the format(s) as determined in the said/relevant conditions of contract. On receipt thereof, said Service Provider must study the documentation, obtain comments/advice/recommendations from the professional team members and submit a motivated recommendation to the Employer. This must be done timeously as to allow the Employer sufficient time to respond within the time periods and in the format(s) determined in said conditions of contract. The Employer's ruling will be copied to the Service Provider for information. 2 Limitation of authority/powers The Service Provider's authority is **limited** in respect of the submission to the Employer of comments/recommendations/reports for prior endorsement/approval and further instructions. These pertain to any decision in respect of approval for/of: 2.1 Institution of or opposing litigation;

	2.2 Issuing of variation orders/contract instructions/orders in writing which increase the value of the works/contract value and/or change the design of intended use of the project; 2.3 Instructions to embark on dayworks; 2.4 Dayworks rates; 2.5 Material quotes relating to dayworks; 2.6 Adjustment of general items relating to dayworks; 2.7 Expenditure on prime cost items; 2.8 Issuing of practical completion, completion, works completion, final completion and/or final approval certificates. In respect of the matters listed in 2.1 to 2.8 above, the Service Provider must submit all necessary documentation in order to enable the Employer to formulate decisions and to obtain the Employer's formal endorsement/approval prior to acting and/or executing functions or duties in respect of the contract between the Employer and the contractor. This must be done timeously so as to allow the Employer sufficient time for decision-making in terms of the said conditions of contract. Failure to adhere to the above stipulation will cause the Service Provider to be liable in terms of the Contract between Service Provider and Employer for all such unintended costs and damages.
5.8	Add clause 5.8: The Service Providers shall finalize their work and complete the first final account were the contractor's contract has been terminated, where after the Service Providers contract shall terminate, unless the Employer elects to retain the services of the Service Provider's.
7.1.1	Replace clause 7.1.1 with the following: The Service Provider shall employ and provide all qualified and experienced Personnel required to perform the Services. Service Provider/s including personnel performing service must be fit and proper persons with positive security screening and South African identity document (south African citizens).
8.1	Replace clause 8.1 with the following: The Service Provider is to commence the performance of each assignment immediately with due diligence after the approval of the PROGRAMME as specified in clause 3.15 above. Failure to comply shall result in penalties in terms of clause 3.12 and / or termination in terms of 8.4.1.
8.2.4	Replace clause 8.2.4 with the following: The Employer shall, within 30 Days of receipt of a detailed request, grant such extension to the Period of Performance as may be justified, either prospectively or retrospectively, if the extension requested is below 20% of the original period of performance, and 60 days if more than 20% of the original period of performance or, inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12 inform the Service Provider that he is not entitled to an extension. Should the Service Provider find the decision of the Employer to be unacceptable he shall, nevertheless, abide by such decision in the performance of the Services and the matter shall be dealt with as a dispute in terms of Clause 12.
8.4.1	Replace clause 8.4.1with the following: The Employer may terminate the Contract with the Service Provider: (a) where the Services are no longer required; (b) where the funding for the Services is no longer available;

	(c) where the project has been suspended for a period of two (2) years or more; (d) if the Service Provider does not remedy a failure in the performance of his obligations under the Contract within fourteen (14) Days after having been notified thereof, or within any further period as the Employer may have subsequently approved in writing; (e) if the Service Provider becomes insolvent or liquidated; or (f) if, as the result of *Force Majeure*, the Service Provider is unable to perform a material portion of the Services for a period of not less than sixty (60) Days; (g) should the Service Provider cease to exist or be incapacitated for whatever reasons, the Employer is entitled, if it so elects; (h) at its sole discretion, where the Service Provider is not performing Services in accordance with clause 5.1.1; (i) where the Service Provider has engaged in corrupt or fraudulent practices in tendering for the service contract, or in executing the service contract or in managing the construction contract. (j) at its sole discretion, where the Service Provider is in violation of clause 5.1.1.
8.4.3 (c)	Add to clause 8.4.3 (c) the following: The period of suspension under clause 8.5 is not to exceed two (2) years.
8.4.4	Replace clause 8.4.4 with the following: Upon termination of this Contract pursuant to Clauses 8.4.1 or 8.4.3, the Employer shall remunerate the Service Provider in terms of the Contract for Services satisfactorily performed prior to the effective date of termination and reimburse the Service Provider any reasonable cost incident to the prompt and orderly termination of the Contract, except in the case of termination pursuant to events (d) and (e) of Clause 8.4.1.
8.4.6	Add clause 8.4.6: Upon termination of this Contract or any part thereof, a copy of any drawings and documents produced pursuant to the Contract being ended and not previously provided by the Service Provider to the Employer shall be delivered to the Employer by the Service Provider within 7 working days after the date of termination.
8.4.7	Add clause 8.4.7: Any deviation or failure to comply with the provision of clause 8.4.6 supra would entitle the Employer to withhold any payment due to the Service Provider and to invoke any other remedies available in law to enforce compliance therewith.
9.1	Add to clause 9.1: Copyright of documents prepared for the Project shall be vested with the Employer.
10.2	Replace clause 10.2 with the following: An assignment shall be valid only if it is a written agreement between the Employer and Service Provider by which the Service Provider transfers his rights and obligations under the Contract, or part thereof, to others.
10.3	Replace clause 10.3 with the following: The Service Provider shall not, without the prior written consent of the Employer, assign the Contract or any part thereof, or any benefit or interest thereunder.
12.1.2	Interim settlement of disputes is to be by mediation.
12.2.1	Add to clause 12.2.1: In the event that the Parties fail to agree on a mediator, the mediator is to be nominated by the Association of Arbitrators (Southern Africa).

Business General

12.3	No Clause.
12.4	No Clause.
12.5	Add Clause 12.5: Final settlement is by litigation.
13.1.3	Replace clause 13.1.3 with the following: All partners in a joint venture or consortium shall carry the same professional indemnity insurance as per clause 5.4.1 of the General Conditions of Contract.
13.4	Replace clause 13.4 with the following: Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 5 years from the date of termination or completion of the Performance Contract.
13.5	Replace clause 13.5 with the following: The amount of compensation is as per 5.4.1.
13.6	No Clause.
14.2	Replace 14.2 clause with the following: Amounts due to the Service Provider shall be paid by the Employer within thirty (30) Days of receipt by him of the relevant invoices and source documents, which are correct in all respects. If the Service Provider does not receive payment by the due date, he shall be entitled to charge interest on the unpaid amount, at the Prescribed Rate of interest as determined by the appropriate Minister at the time when *mora* interest is charged.
14.4	Replace 14.4 clause with the following: In respect of Services charged for on a time-basis and all other reimbursable expenses the Service Provider shall maintain records in support of such charges and expenses for a period of sixty months after the completion or termination of the Contract. Within this period the Employer may, on not less than 14 Days' notice, require that a reputable and independent firm of accountants, nominated by him at his expense, audit any claims made by the Service Provider for time charges and expenses by attending during normal working hours at the office where the records are maintained.
15	Add to clause 15: In respect of any amount owed by the Service Provider to the Employer, the Service Provider shall pay the Employer interest at the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act no1 of 1999).

C1.2.3 Data provided by the Service Provider

Clause	
	Each item of data given below is cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.
1	The Service Provider is the company, close corporation, natural person or partnership named in C1.1 Form of Offer and Acceptance by the tendering Service Provider.

5.3	The authorised and designated representative of the Service Provider is the person named in the resolution PA-15.1, PA-15.2 or PA-15.3 by the tendering Service Provider.
5.4.1	Indemnification of the Employer I, the undersigned, being duly authorized by the Service Provider, in terms of the completed resolution (PA-15.1, PA-15.2 or PA-15.3) ..... (Name of authorized person) hereby confirm that the Service Provider known as: ..... (Legal name of entity tendering herein) tendering on the project: .... (Name of project as per C1.1 Form of offer and acceptance) holds professional indemnity insurance cover, from an approved insurer, duly registered with the Finance Services Board, of not less than R1,5 Million at the time of tender. I shall submit proof of acceptable Professional Indemnity insurance where the minimum insurance cover is R1,5 Million or 15% of the Value of the Work for the applicable discipline, whichever the greater, to the Client Representative within 30 days upon completion of the planning based on the pre-tender estimate, prior to the commencement of construction. The limit of indemnity will remain intact for Each and Every Claim, no matter how many claims are made. I further confirm that should the professional indemnity insurance, with no knowledge of the Employer, be allowed to lapse at any time or in the event of the Service Provider cancelling such professional indemnity insurance, with no knowledge of the Employer, at any time or if such professional indemnity cover is not sufficient, then the Service Provider, (i) accepts herewith full liability for the due fulfilment of all obligations in respect of this Service; and (ii) hereby indemnifies, and undertakes to keep indemnified, the Employer in respect of all actions, proceedings, liability, claims, damages, costs and expenses in relation to and arising out of the agreement and/or from the aforesaid Service Provider's intentional and/or negligent wrongful acts, errors and/or omissions in its performance on this Contract. I confirm that the Service Provider undertakes to keep the Employer indemnified, as indicated above, beyond the Final Completion Certificate/Final Certificate by the Employer (whichever is applicable) for a period of five (5) years after the issue of such applicable certificate. I confirm that the Service Provider renounces the benefit of the *exceptionsnon causadebit, non numeratespecuniae*and *excursions*or any other exceptions which may be legally raised against the enforceability of this indemnification. Notwithstanding the indemnification required above, the Employer reserves the right to claim damages from the Service Provider for this Project where the Service Provider neglects to discharge its obligations in terms of this agreement. **NAME:** ..... **CAPACITY:** ..... **SIGNATURE:** .....

7.1.2	As an extension of the definitions contained in clause 1 hereof, Key Persons must, for the purposes of this Contract, include one or more of the professionally registered principal(s) of the Service Provider, **and/or**, one or more professional(s) employed to render professional services, for whom copies of certificates or other documentation clearly proving current professional registration with the relevant council, including registration numbers, must be included with the tender as part of the returnable documentation. The Key Persons and their jobs / functions in relation to the Services are:			
	Name	Principal and/or employed professional(s)	Category of registration	Specific duties
	1.			
	2.			
	3.			
	4.			
	5.			
	6.			
	7.			
	8.			
	9.			
	10.			
7.2	A Personnel Schedule is required.			

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

C2: PRICING DATA

C2.1 Pricing Assumptions

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

C2.1.1.1 Professional fees for Health and Safety Agent Services will be paid on a **time basis**.

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

all as set out below.

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

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

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

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

C2.1.2.3 The rates tendered for this service will annually be adjusted for inflation for the full duration of the Service Contract Period as determined by clause 3.16.2, of the Contract, as amended in the Contract Data in C1.2.2, including any extensions to the Service Contract Period. The time-based rates applicable at the time of the execution of the work, may be claimed.

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

C2.1.2.5 The site must be visited as often as the works require for the execution of all duties on the Project. The Service Provider must be available at 24 hour notice to visit the site if so required.

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

C2.1.2.7 For all Services provided on a time basis, time sheets giving full particulars of the work, date of execution and time duration, should be submitted with each fee account. The Employer reserves the right to validate the information provided by the Service Provider and will remunerate the Service Provider on what is deemed to be fair and reasonable

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

C2.1.2.9 Accounts for Services rendered may be submitted on the successful completion of each stage of work. Interim accounts will only be considered during the construction stage of the works and then not more frequently than quarterly except if otherwise agreed between the authorised and designated representative of the Service Provider and the Employer. Payment of accounts rendered will be subject to the checking thereof by the departmental project manager. The Employer reserves the right to amend the amounts claimed in order to conform to the rates stipulated in this Contract and make payment on the basis of the balance of the account in accordance with clause 14.3 of the General Conditions of Contract.

C2.1.2.10 The cost of all site Personnel will be deemed to be included in the applicable fees as stated in C2.1.1.1 above. Should the need for supplementary services arise, including but not limited to detailed inspections on site during construction stage, the cost thereof should be negotiated with the departmental project manager at the time.

C2.1.2.11 Hourly rates shall be deemed to include overheads and charges in respect of time expended by clerical Personnel which shall, therefore, not be chargeable separately.

C2.1.2.12 Remuneration upon Suspension or Cancellation of the Project prior to commencement of the Construction Project.

In the event of the project being suspended or cancelled prior to the commencement of the construction, the fees claimable by the Service Provider will be determined as follows:

The hourly rate for proven time spent (time sheets) on providing professional services on the project, plus cost of all re-imbursements till date of suspension or cancelation of the Project, irrespective during which phase of the project life cycle prior to commencement of construction, the project is suspended or cancelled.

C2.1.3 Set off

The Employer reserves the right to set off against any amount payable to the Service Provider, any sum which is owing by the Service Provider to the Employer in respect of this or any other departmental project.

C2.1.4 Typing, printing and duplicating work and forwarding charges

C2.1.4.1 Reimbursable rates
The costs of typing, printing and duplicating work in connection with the documentation which must of necessity be done, except those which must in terms of the relevant Manual or other instructions be provided free of charge, shall be reimbursable at rates applicable at the time of the execution of such work. The document "Rates for Reimbursable Expenses" as amended from time to time and referred to below, is obtainable on the Employer's Website: *http://www.publicworks.gov.za/*under "Documents"; "Consultants Guidelines"; item 1.

C2.1.4.2 Typing and duplicating
If the Service Provider cannot undertake the work himself, he may have it done by another service provider which specialises in this type of work and he shall be paid the actual costs incurred upon submission of statements and receipts which have been endorsed by him confirming that the tariff is the most economical for the locality concerned.

If the Service Provider undertakes the work himself, he shall be paid in respect of actual expenses incurred subject to the maximum tariffs per A4 sheet as set out in Table 1 in the "Rates for Reimbursable Expenses".

Typing and duplicating expenses shall only be refunded in respect of the final copies of the following documents namely formal reports, formal soil investigation reports, specifications, feasibility reports, bills of quantities, material lists, minutes of site meetings and final accounts. The cost of printed hard covers shall only be paid in respect of documents which will be made available to the public such as bills of quantities and specifications or where provision of hard covers is specifically approved.

The typing of correspondence, appendices and covering letters are deemed to be included in the hourly rates paid.

C2.1.4.3 Drawing duplication

(a) For drawing duplication the standard rate as set out in Table 2 in the "Rates for Reimbursable Expenses" may be claimed **or** may be claimed according to the provisions as in (b) or (c) below.

(b) If the Service Provider undertakes the duplication of drawings, using his own duplication equipment, he shall be paid the actual cost incurred on condition that it is not higher than the lowest of three quotations of local firms doing drawing duplication in his locality. Such quotations must accompany his account.

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

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

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

C2.1.4.4 Forwarding charges

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

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

C2.1.4.5 All fees claimable on an hourly basis must be substantiated by a comprehensive time sheet indicating the date, name of person whom rendered the service, description of the service rendered, the number of hours spent in rendering the service, the applicable rate per hour in terms of this agreement and the total amount claimed per incident. The Employer reserves the right to validate the information provided by the Service Provider and will remunerate the Service Provider on what is deemed to be fair and reasonable.

C2.1.4.6 Remuneration upon Suspension or Cancellation of the Project prior to commencement of the Construction Project

In the event of the project being suspended or cancelled prior to the commencement of the construction, the fees claimable by the Service Provider will be determined as follows:

The hourly rate for proven time spent (time sheets) on providing professional services on the project, plus cost of all re-imbursements till date of suspension or cancelation of the Project, irrespective during which phase of the project life cycle prior to commencement of construction, the project is suspended or cancelled.

C2.1.5 Travelling and subsistence arrangements and tariffs of charges

When the Service Provider is requested in writing by or prior approval in writing from the Employer to attend specific meetings at any of the Employer's offices or any extraordinary meetings on site or elsewhere, he will be remunerated for travelling time, disbursements and travelling expenses.

C2.1.5.1 General

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

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

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

C2.1.5.2 Travelling time

In the case of an appointment on a percentage basis, total travelling time less two hours will be fully reimbursed. In the case of an appointment on an hourly basis, travelling time will be fully reimbursed. No travelling time will be paid in respect of journeys to DPWI Head Office or the office of the Departmental Project Manager without prior approval in writing.

C2.1.5.3 Travelling costs

Travelling costs associated with travelling for this service as tendered under C2.2 Activity Schedule, will annually be adjusted for inflation for the full duration of the Service Contract Period, as determined by clause 3.16.2, of the Contract, as amended in the Contract Data in C1.2.2. The rates claimable are the rates applicable at the time of the execution of the work, as adjusted from time to time.

Travelling costs associated with travelling undertaken in excess of the original Service Contract Period in terms of 3.15.1 of Contract Data will be in terms of Table 3 in the "Rates for Reimbursable Expenses" as published by the NDPWI from time to time.

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

C2.1.5.4 Hired vehicles

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

C2.1.5.5 Subsistence allowance

Subsistence costs associated with travelling for this service as tendered under C2.2 Activity Schedule, will annually be adjusted for inflation for the full duration of the Service Contract Period, as determined by clause 3.16.2, of the Contract, as amended in the Contract Data in C1.2.2. The rates claimable are the rates applicable at the time of the execution of the work, as adjusted from time to time.

Travelling costs associated with travelling undertaken in excess of the original Service Contract Period in terms of 3.15.1 of Contract Data will be in terms of Tables 4 and 5 in the "Rates for Reimbursable Expenses" as published by the NDPWI from time to time.

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

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

C2.2 Activity Schedule

C2.2.1 Activities

C2.2.1.1 The activities shall be as listed under item C3 Scope of Services as required.

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

C2.2.2 Activity Schedule

ACTIVITY SCHEDULE

Tenderer's Rates Based on Activities

ACTIVITY	FREQUENCY	QTY	TARIFF	TOTAL
PRE CONSTRUCTION PHASE				
BRIEFING MEETING ATTENDANCE	Once-off	1	R	R
DESIGN REVIEW	Per meeting	2	R	R
BASELINE RISK MANAGEMENT	Once-off	1	R	R
SAFETY SPECIFICATION: Prepare a site specific Health and Safety Specification	Once-off	1	R	R
ASSESSMENT AND APPROVAL OF PC SAFETY PLAN	Once-off	1	R	R
COMPILE AND SUBMIT CONSTRUCTION WORK PERMIT APPLICATION	Once-off	1	R	R
DEPARTMENT OF LABOUR PERMIT APPLICATION FEE	Once-off	Provisional sum		R 5000.00
CONSTRUCTION PHASE				
CONSTRUCTION OHS AGENT AUDITS: Conduct Health and Safety Audits and documentation verification to ensure that the Principal Contractor's Safety plan and Safety file is implemented and maintained on site	Monthly	32	R	R
MONTHLY FOLLOW UP PHOTO AUDIT AND MEETING ATTENDENCE	Monthly	32	R	R
SITE CLOSURE INSPECTION BUILDERS SHUTDOWN	Per closure	3	R	R

SITE RE-OPENING INSPECTION AFTER BUILDERS SHUT DOWN	Per Opening	3	R	R	
CLOSE OUT AUDIT: Evaluation of the Principal Contractor's Health and Safety file on conclusion of the Safety Agent's involvement on the project.	Once-off	1	R	R	
ADD-HOC SERVICES Extra over services which may be required including approval of Sub-contractors' H&S Plans, add-hoc inspections and special requests.	When required	12	R	R	
SUB-TOTAL			R		(1)

Total Travelling Disbursements (Table A below)	R	(2)
Typing, Printing, Duplicating and Forwarding Charges in terms of C2.1.6 (Provisional Sum)	R 5500.00	(3)
Sub-total (1+2+3)	R	(4)
Add VAT (4 x current VAT rate)	R	(5)
TOTAL FINANCIAL OFFER FOR TIME BASED FEES (4+5)	**R**	(6)

NOTE:

1. Total Financial Offer for Time Based Fees, (3) above, **must be carried over to C1.1 Form of Offer and Acceptance as per (6) above**, Failure to carry this over to the Form of Offer and Acceptance **will render the Bid Non-responsive** as the Form of Offer **must be fully** completed.

2. Bidder to provide detailed breakdown of Travelling Disbursements per return trip to site from place of business:

Table A: Summary of Disbursements Tendered

Item	Description	Rate	X	Factor	X	No. of trips	Total

							(if not applicable insert "NA")
1.	Traveling cost by car	Per Km R	X	Kms per Trip	X	40	R
2.	Subsistence	Per Trip R	X	-	X	40	R
3.	* Travelling Time as per Clause C2.1.5.4	Per Hour R	X	Hours per Trip	X	40	
4.	Other: Specify below (Table B).						R
5.	**Total disbursement carried over to Activity Schedule** (2)						**R**

Table B: Other Disbursements

Table B only to be completed should the service provider's office is in a different province and has to travel by air and/or stay over due to vast distance to be travelled in order to attend site visits and meetings (Attach separate sheet if necessary):

Table B

Item	Description	Rate	X	Qty	Total (if not applicable insert "NA")
1.	Travelling by Air	R	X		R
2.	Car Rental	R	X		R
3.	Accommodation	R	X		R
4.		R	X		R
5.		R	X		R
6.		R	X		R
7.		R	X		R
8.	**Total carried over to Table A, Item 4**				R

C3: SCOPE OF SERVICES

C3.1 Employer's objectives

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

C3.2 Description of Services

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

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

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

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

Standard Services

a) Demonstrate the Construction Health and Safety Agent competency and resource

b) Assist in developing a clear construction project health and safety brief

c) Attend the construction project initiation meetings

d) Conclude the terms of the agreement with the client

e) Advise on the necessary surveys, analyses, tests and site or other investigations where such information will be required for the next stage of the project

f) Advise the client on the adequacy of health and safety competency and resources of the other consultants or participants

g) Identify construction project health and safety risk profile

h) Define the Construction Health and Safety Agent scope of work and services

i) Agree on the documentation programme with the principal consultant and other consultants

j) Attend design and consultants meetings

k) Review and evaluate design concepts and advise on construction project health and safety in conjunction with the other consultants

l) Review, update and agree the construction project health and safety risk profile and prepare the construction health and safety policy for the construction project

m) Advise on preliminary cost estimates/budgets for construction project health and safety

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

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

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

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

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

Standard Services

(a) Review the documentation programme with the principal consultant and the other consultants

(b) Attend all design and consultant meetings

(c) Finalize the construction project health and safety risk profile

(d) Advise designers of their health and safety legal liabilities and responsibilities for constructability, maintainability and operation ability of the structure

(e) Manage, co-ordinate, integrate and record the design risk management process with the other consultants in a sequence to suit the documentation programme.

(f) Monitor the integration of health and safety aspects for constructability, maintainability and operation ability of the structure during the design process and update the construction project baseline risk assessment.

(g) Identify and implement precautions necessary for construction project health and safety control and update the construction project tender health and safety specifications

(h) Agree on a format for the health and safety file

(i) Assess and approve necessary construction project health and safety plans for early works

(j) Monitor the implementation of necessary construction health and safety plans, including periodic audits for early works

(k) Assist the cost consultant with detailed information for initial construction project health and safety cost estimates/budgets

(l) Liaise, co-operate and provide necessary construction project health and safety information to the client, principal consultant and the other consultants

(m) Assist in developing a clear construction project health and safety procurement process

(n) Finalize construction project tender health and safety specifications and integrate with procurement documentation (tender documentation)

(o) Provide and record construction project health, safety, hygiene and design risk information to the principal consultant and other consultants

(p) Prepare construction project health and safety documentation for submission to authorities

(q) Participate in construction project tender clarification meetings

(r) Assist the cost consultant (Principal Agent) in the finalization of the construction project health and safety cost estimate/budget

(s) Assist with the preparation of contract documentation for signature

(t) Prepare construction project health and safety mobilization and access plans for the construction work

(u) Assess samples, mock-ups and products for construction project, structural maintainability and operability health and safety compliance

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

(a) Final construction project tender health and safety specifications

(b) Final construction project health and safety risk profile

(c) Record of construction project health and safety risk communication

(d) Final construction project health and safety baseline risk assessment

(e) Updated draft construction project health and safety specification

(f) Design risk management records

(g) Schedule of precautions necessary for construction project health, safety and hygiene control

(h) Approved early works health and safety plans

(i) Early works audit reports and records

(j) Initial schedule of construction project health and safety cost estimates/budgets

(k) Template for health and safety file

(l) Records of construction project health and safety procurement process

(m) Finalised schedule of construction project health and safety cost estimate/budget

(n) Construction project health and safety mobilisation and access plans

(o) Design risk management records

(p) Record of construction project health and safety risk communication

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C3.2.3 Tender evaluation and awarding of contract

C3.2.3.1 The Pr. CHSA must assist the departmental project manager during the tender stage to assess and verify all short listed contractors' competencies, knowledge and resources to carry out the construction works in a safe and healthy manner within two weeks after receiving their names.

C3.2.3.2 The Pr. CHSA must monitor that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process (CR section).

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

Pr. CHSA Standard Services

(a) Assess, discuss, negotiate and approve the contractor(s) construction project health and safety plans

(b) Submit necessary construction health and safety documentation to authorities and facilitate **permits** that may be required to commence the construction work

(c) Attend site handover meetings and lead construction project health and safety mobilisation and access plans

(d) Attend regular site, technical and progress meetings

(e) Prepare revised construction project health and safety risk profile, specifications and cost estimates/budgets where there is scope of work changes

(f) Monitor the implementation of the construction project health and safety plans in accordance with the construction project health and safety specification and further scope of work changes and recommend stop work orders where necessary

(g) Monitor design risk management

(h) Perform incident and accident investigations where necessary

(i) Audit compliance with the construction project health and safety plans and brief the project management team and contractor(s) following site audits

(j) Conduct construction health and safety management system audits

(k) Facilitate construction health and safety system and plans reviews for continual improvement

(l) Monitor the compilation of the construction project health and safety file by the contractor(s)

(m) Prepare and maintain the consolidated health and safety file

(n) Prepare the structure commissioning health and safety plans

C3.2.4.1 The Pr. CHSA must attend the site handover meeting with the contractor and brief all on the requirements of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as well as all the applicable legislation and standards listed under C3.6 below;

C3.2.4.2 Provide aspiring subcontractors, who are preparing bids for, or any subcontractors, who have been appointed by the principal contractor to perform construction work for the client, with the documented health and safety specification for construction work.

C3.2.4.3 Promptly provide the principal contractor and his agent with any information which might affect the health and safety of any person carrying out construction work.

C3.2.4.4 Discuss and negotiate with the principal contractor the contents of the health and safety plan contemplated in sub-regulation of the CR and thereafter finally approve the health and safety plan for implementation.

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

Pr. CHSA Deliverables

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

C3.2.5 Construction phase of contract

C3.2.5.1 Monitoring functions

C3.2.5.1.1 General

(a) The Pr. CHSA shall monitor and keep written record of the items listed below from the Occupational Health and Safety Act, 1993 (Act 85 of 1993), the National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977) (NBRBSA) as well as all the applicable legislation and standards listed under C3.6 below and shall report on compliance by the relevant party/parties to the departmental project manager on a monthly basis.

(b) Monitoring measures shall include periodic audits at intervals mutually agreed upon between the Pr. CHSA and principal contractor. Attendance of the periodic (at monthly or shorter intervals) project monitoring meetings with the contractor(s) and other service providers will be required to address issues and operational deficiencies/failure to comply.

C3.2.5.1.2 **Application for permit to perform Construction work**

(a) The Pr. CHSA must apply to the provincial director in writing for a permit to perform construction work at least 14 days before the work is to be carried out on a form similar to Annexure 2 of the Construction Regulations, 2014

(b) The Pr. CHSA must ensure that no work in connection with the erection or demolition of any building shall commence on the site unless notice, in the form required by the local authority, has been given to such local authority by the owner of such building, stating the date on which such erection or demolition will commence (NBRBSA section A22).

C3.2.5.1.3 **Health and safety plans**

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

(b) a copy of the principal contractor's health and safety plan is available on request to an employee, inspector or contractor (CR section 5(1) (m))

(c) the principal contractor obtains from each appointed subcontractor a specific contractor's health and safety plan covering the specific part of the project apportioned to that subcontractor in respect of the Construction Regulations and related operations as integrated with the principal contractor's health and safety plan, and based on the health and safety specification of the client.

(d) a copy of each subcontractor's health and safety plan, as well as the contractor's health and safety plan contemplated is available on request to an employee, inspector, contractor, client or client's agent.

(e) the principal contractor ensures that a specific contractor's health and safety plan covering a specific part of the project health and safety plan as determined in CR section 7.(2) is implemented and maintained on the construction site.

(f) the principal contractor ensures that the collection of health and safety plans covering the various parts of the project is kept updated throughout the project;

C3.2.5.1.4 **Risk assessments by contractors**

The Pr. CHSA must monitor that:
(a) every contractor appointed to perform construction work, shall have a risk assessment performed by a competent person appointed in writing before the commencement of any construction work and during construction work. The risk assessment shall be part of the health and safety plan to be applied on the site.

(b) a copy of each risk assessment is available on site for inspection by an inspector, client, client's agent, contractor, employee, representative trade union, health and safety representative or any member of the health and safety committee.

C3.2.5.1.5 **Appointments to be made by contractor**

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

(a) The appointment or ensure the appointment of each subcontractor in writing for that part of the project apportioned to the subcontractor in respect of the Construction Regulations; (CR section 5(1) (a) (v))

(b) The appointment or ensure the appointment of a full-time competent employee designated in writing as the construction, with the duty of supervising the performance of the construction work (CR section 6(1))

(c) The subcontractor's duty to duly appoint a full-time or part-time construction safety officer in writing to assist in the control of all safety related aspects on site after having considered the size of the project, the degree of dangers likely to be encountered or the accumulation of hazards or risks on the site (CR section 6(6))

(d) The appointment or ensure the appointment of a competent person(s), responsible for the preparation of a fall protection plan for the entire project and site, to be duly designated in writing(CR 8(1))

(e) To ensure and appoint in writing the correct number of trained and suitably equipped first aid officials for the site as well as having provided a suitable treatment facility

(f) To appoint or ensure the appointment in writing a competent person(s) in terms of General Machinery Regulations in the case of working on sites where large installations, the capacity

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

(g) Appoint or ensure the appointment in writing a competent person to supervise and inspect all temporary works operations (CR section 10(1))

(h) Appoint or ensure the appointment a competent person(s) to supervise all excavation work, have each excavation, including all bracing and shoring, inspected and ensure the safety of all excavations on the site, duly appointed in writing (CR section 11(1))

(i) Appoint or ensure the appointment a competent person in writing to supervise and control all demolition work on site (CR section 12(1))

(j) The appointment or ensure the appointment a person, competent in the use of explosives for demolition and all relevant work to develop a method statement in accordance with the applicable explosives legislation (CR section 12(11))

(k) The appointment or ensure the appointment a competent person in writing to ensure that scaffolding complies with the safety standards, to oversee all scaffolding work operations and verify that that all scaffold erectors, team leaders and inspectors are competent (CR 14(1))

(l) The appointment or ensure the appointment a competent in writing to oversee all suspended platform work operations and to verify that that all suspended platform erectors, operators and inspectors are competent (CR 15(1))

(m) The appointment or ensure the appointment of a competent person to operate and supervise bulk mixing plant and to keep record of maintenance (CR 18(1))

(n) The appointment or ensure the appointment of a competent person(s) in writing to examine and clean all explosive actuated fastening devices used on the construction site (CR 19(1))

(o) The appointment or ensure the appointment of a competent person(s) in writing to be in the control of all temporary electrical installations on the construction site (CR (22))

(p) The appointment or ensure the appointment of a competent person(s) in writing to supervise all stacking and storage on the construction site (CR 26))

(q) The appointment or ensure the appointment of a competent person(s) in writing to inspect the equipment required for fire safety and protection on the site in the manner indicated by the manufacturer thereof and having it similarly maintained (CR 27(h))

(r) The appointment or ensure the appointment of a competent person(s) in writing to ensure that all ladders are complying with the requirement of section 13A of the General Safety Regulations;

(s) Ensuring that all contractors appointed on the project appoint Health and Safety representatives and convene regular Health and Safety committee meetings (OHSA sections 17 to 19).

(t) Ensuring that a contractor, in addition to the construction site provisions in the facility regulation 2004 promulgated by Government notice NO. R.924 of 3rd of August 2004, provide at or within reasonable access of every construction site, the following clean, hygienic and maintained facilities. CR 28))

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

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

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

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

(b) Ensured no employee to be allowed or permitted to enter the construction site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry

(c) Ensure all employees required to work with or to be supported on a suspended platform to have been trained and found to be competent

C3.2.5.1.7 **Medical fitness certificates for specific functions**

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

(a) Ensured all operators required of tower cranes to be in possession of a medical certificate of physical and psychological fitness for such work

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

C3.2.5.1.8 **Preventative measures and protection plans**

(a) The Pr. CHSA must monitor that the principal contractor has caused that:
(i) Suitable and sufficient fire-extinguishing equipment have been placed at strategic locations or as may have been recommended by the fire chief or local authority concerned, and that such equipment is maintained kept ready and in good working order

(ii) Fire equipment required for fire safety and protection on site is being inspected weekly by the appointed competent person(s)

(iii) A sufficient number of workers, as determined by the competent person have been trained in the use of fire-extinguishing equipment

(iv) There is an effective evacuation plan for emergency preparedness

C3.2.5.1.9 **Notification of controlled installations**
For the following Units/entities, the Pr. CHSA must monitor that the principal contractor ensures:

(a) Lifts: that he/she or the relevant subcontractor duly notifies the relevant provincial director of the Department of Labour of the intention to do a lift installation on the site of the contract. Due procedure must be followed to have the installation formally registered with the provincial director of the Department of Labour at completion;

(b) Boiler installations: that he/she or the relevant subcontractor duly notifies the relevant provincial director of the Department of Labour of the intention to do a boiler installation on the site of the contract. Due procedure must be followed to have the installation formally registered with the provincial director of the Department of Labour at completion;

(c) X-ray hand luggage and brief case scanners: that he/she or the relevant subcontractor/supplier duly notifies the Department of Health of the intention to do an X-ray hand luggage and brief case scanner installation on the site of the contract. Due procedure must be followed to have the installation formally registered with the Department of Health at completion;

(d) Incinerators: that he/she or the relevant subcontractor/supplier duly notifies the Department of Environmental Affairs and Tourism of the intention to do an incinerator installation on the site of the contract. The documentation furnished will have to include an Environmental Impact Assessment (EIA) specific to the make and model of incinerator(s) which will be installed, if such has not been included in the original project EIA. Due procedure must be followed to

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

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

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

The Pr. CHSA must monitor that:

(a) Where changes are brought about (by way of variation orders, instructions in respect of additions, deviations, etc.), sufficient health and safety information and appropriate resources are made available to the principal contractor to execute the work safely (CR 4(1)(r))

(b) in addition to the documentation required in the health and safety file, a comprehensive and updated list of all the subcontractors on site, accountable to the principal contractor, as well as the type of work being done by each is available on site & copies of agreements between the parties.

C3.2.5.1.11 **Registration, subscription, etc. of contractors**

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

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

The Pr. CHSA must monitor that the principal contractor:

(a) Has measures in place to allow access only to persons with direct business on the site (including inspectors of the Department of Labour) but only after having undergone a site safety briefing and while being protected by the various items of personal safety equipment required for each area of the site being accessed;

(b) Has ensured that there is safe and convenient means of access to be provided to every part of the project site in which persons are required to work, ranging from trenches to scaffolding

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

The Pr. CHSA must monitor that the principal contractor:

(a) keeps at the workplace or section of a workplace, as the case may be, a record in the form of Annexure 1 for a period of at least three years, which record shall be open for inspection by an inspector, of all incidents which he or she is required to report in terms of section 24 of the Act and also of any other incident which resulted in the person concerned having had to receive medical treatment other than first aid (General Administrative Regulations (GAR) section 9.(1))

(b) ensures that every employee on site is in possession of proof of the health and safety induction training as determined in sub-regulation (7(8)), issued by a competent person of the contractor prior to the commencement of construction work and carry the proof contemplated in paragraph for the duration of that project or for the period that the employee will be on the construction site (CR section 7(10) (a))

(c) Keeps all drawings pertaining to the design of the relevant structure on site and that they are available on request by an inspector, contractors, client, client's agent or employee (CR section 9(3))

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(d) Keeps all drawings pertaining to the design of temporary works structures on the site and that they are available on request by an inspector, contractor, client, client's agent or employee (CR section 10(2)(c))

(e) Ensures that the records of all suspended platform inspections, performance tests and changes of placement of supports are kept on the construction site for inspection (CR 17(11))

(f) Ensures that details of the description, location, etc. of all temporary electrical work and the results of the prescribed inspections by the competent person are recorded in a register, countersigned and kept on site for inspection (CR section22)

(g) Ensures that every ladder on the construction site is suitable for the purpose for which it is used, complies in construction, materials and condition with the requirements section 13A of General Safety Regulations and is used in compliance with the requirements and prescriptions of said section

(h) Ensures that all contractors appointed on the project keep records/minutes of their regular Health and Safety committee meetings. (OHSA Sections 17 to 19))

C3.2.5.2 **Project Close-out**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C3.2.7 Project details

C3.2.7.1 Project description
Bloemfontein Supreme Court of Appeal total upgrade and refurbishment of the facility to include replacement of roofs and associated damages, installation of fence, installation of

fire protection, upgrading of generator capacity for full business continuity and construction of a wheelchair ramp on the ground floor.

C3.2.7.2 **Scope of works**

The Department of Justice and Constitutional Development: Free State: Supreme court of Appeal: Total upgrade and refurbishment of the facility to include replacement of Roofs and Associated damages, installation of fence, installation of fire protection system, upgrading of the Generator capacity for fully business continuity and the construction of a wheelchair Ramp on the ground floor.

2.1 Roof Works

- Replace all roof tiles or a substantial portion thereof, as required
- Repair or replace timber roof elements, including trusses and purlins, where deterioration is identified.
- Repair or replace all gutters and downpipes to ensure proper roof drainage.
- Implement remedial measures to prevent moisture ingress, including installation of new waterproofing membranes, improved drainage, and roof restoration.

2.2 Structural and Building Envelope Repairs

- Repair deteriorated concrete slabs, walls and ceilings.
- Clean and repair stone and plaster facades using appropriate heritage-approved methods. Replace or repair building finishes such as plaster, paint, timber elements, doors, windows and flooring in line with heritage conservation standards.

2.3 Internal finishes

- Remove and replace all carpets, including substrate preparation where necessary.
- Repair and maintain timber windows and doors, replace elements that are beyond repair.

2.4 Ablution Facilities and Plumbing

- Replace all sanitary fittings, wall tiles and floor finishes with new materials.
- Inspect, test and upgrade all existing wet services and sewer systems in accordance with current plumbing standards.

2.5 Fire detection and Protection systems

- Refurbish the fire detection and protection systems, including smoke detectors, hose reels, sprinklers and fire extinguishers.
- Replace all defective equipment to ensure full compliance with relevant SANS fire safety standards.

2.4 Electrical Systems

- Replace or upgrade electrical systems to meet modern operational and safety standards.
- Ensure adequate lighting, power distribution, and full compliance with applicable electrical codes.
- Upgrade the generator capacity to support full business continuity and implement energy-efficient solutions.

2.5 Universal Access

- Construct a wheelchair ramp on the ground floor to provide universal access for persons with disabilities.
- Upgrade existing parking area

2.6 Inspection and Assessment

- Conduct detailed inspections and assessments of the existing building fabric and services.
- Ensure that all proposed design interventions are compatible with existing building constraints and comply with heritage conservation requirements.

C3.2.7.3 Location of the Project
Kimberley, Northern Cape

C3.2.7.4 Project Programme

The programme for the execution of the project is dependent on the various approval processes within the Department and a programme with specific time frames can therefore not be provided at tender stage since it will depend on the time frames required by the consultants for completion of the design and documentation based on the final scope of work, as well as approval processes within the Department and other legislative bodies from whom approvals may be required. The final programme will be in accordance with the approved programme in terms of clause 3.15 of the Standard Professional Services Contract and clause 3.15.1 of the Contract Data. The following table depicts provisional project milestone dates envisaged for tendering purposes only:

	Project Milestones	Anticipated Date
1	Appointment of Design Consultants	84 days after the closing date
2	Concept Design Approval date	8 weeks after the date of acceptance of the PEP
3	Sketch Plan Submission date	2 weeks after approval PDRs'
4	Sketch Plan Approval date	2 weeks after all the necessary information is received by the SPC secretary
5	Planning Completion date	10 weeks after Sketch Plan Approval is received.
6	Confirmation of funds by Client	4 weeks after Planning Completion Date is received.
7	Advertise Bids for construction	6 weeks after Confirmation of Funds by Client.

8	Closing of Bids for construction	3 weeks after Bids were advertised.
9	Adjudication of Bids and Bid award for construction	12 weeks after Bids were closed.
10	Site handover	Within 31 days after the Bid is awarded and 10 working days after the approval of OHS plan.
11	Anticipated Practical Completion 32 months construction period + (type in number of months)months for anticipated Extension of Time)	24 months after the contract commencement date
12	Anticipated Works Completion	Within seven(7) days after completion of snag list
13	Anticipated Final Completion (After (12 months) month defect liability period)	365 days after Works Completion is achieved

C3.2.7.5 Information available from Employer
Site clearance certificate

C3.2.7.6 Other Contracts on Site
None

C3.2.7.7 Reporting Requirements and Approval Procedure
Stage 2 - 6

C3.3 Use of reasonable skill and care

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

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

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

The departmental project manager shall be notified by the Pr. CHSA who must monitor through the principal contractor, that every contractor is registered and in good standing with the

compensation fund or with a licensed compensation insurer and his personnel of any transgression, including environmental legislation during the Service Provider's operation pertaining to the contract regardless of who may be involved.

C3.4 Co-operation with other services providers

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

(a) Project Managers
(b) Construction Health and Safety Professionals
(c) Architects
(d) Quantity Surveyors
(e) Structural Engineers
(f) Civil Engineers
(g) Electrical Engineers
(h) Mechanical Engineers
(i) Landscape Architects
(j) And other service providers as may from time to time be deemed necessary.

The above-mentioned **Quantity Surveyor** will act as principal agent.

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

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

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

C3.5 Brief

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

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

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

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

C3.5.3 Close-out Report
The Service Provider shall prepare the close-out report and substantiating documentation in conjunction with the Contractor and the Principal Agent and submit to the Employer within sixty (60) working days from the date of Practical Completion. Late completion of the close-out report will result in penalties being applied per calendar day, as tabled under Clause 3.12 of the Contract Data.

C3.5.4 Final disposal of documents
Upon approval and finalisation of the close-out report and final account of projects requiring a security clearance, it is a requirement that the Service Provider forward to the Employer all documents relating to this service. The same may be requested on any other project of the Employer.

C3.6 Applicable legislation and standards

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

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

Should any applicable legislation allow discretion in respect of compliance by the State, it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the appointed professional team by the departmental project manager.

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

- Occupational Health and Safety Act, 1993 (Act 85 of 1993);
- Council for the Built Environment Act, 2000 (Act 43 of 2000);
- Construction Industry Development Board Act, 2000 (Act 38 of 2000);
- Project and Construction Management Profession Act, 2000 (Act 48 of 2000);
- SANS 0400 - 1993 or the latest amended version;
- Fire Brigade Services Act, 1987 (Act 99 of 1987);
- Engineering Profession Act, 2000 (Act 46 of 2000);
- Architectural Profession Act, 2000 (Act 444 of 2000);
- Atmospheric Pollution Prevention Act, 1965 (Act 45 of 1965);
- Constitution of the Republic of South Africa 1996, Chapter 2- Bill of rights (in particular sections pertaining to the access to public buildings and facilities for the physically disabled);
- Electricity Act, 1987 (Act 41 of 1987);
- Employment Equity Act, 1998 (Act 55 of 1998) (in particular sections pertaining to equity towards the physically disabled);
- Environmental Conservation Act, 1989 (Act 73 of 1989);
- Environmental Conservation Amendment Act, 2003 (Act 50 of 2003);
- Local Government Municipal Systems Act, 2000 (Act 32 of 2000), municipal by-laws and any special requirements of the local service supply authority;
- National Building Regulations and Building Standards Act, 1977 (Act 103 of 1977);
- National Environmental Management Act, 1998 (Act 107 of 1998);
- National Health Act, 2003 (Act 61 of 2003);

- National Heritage Resources Act, 1999 (Act 25 of 1999);
- National Water Act, 1998 (Act 36 of 1998);
- Compensation for Occupational Injuries & Diseases. Act No 61 of 1997
- Unemployment Insurance Contribution Act, No 4 of 2002.
- Public Health Amendment Act, 1971 (Act 42 of 1971);
- Quantity Surveying Profession Act, 2000 (Act 49 of 2000);
- Telecommunications Act, 1996 (Act 103 of 1996);
- Tobacco Products Control Amendment Act, 1999 (Act 12 of 1999);
- Water Services Act, 1997 (Act 108 of 1997) and general authorizations;
- the latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- the Regulations of the local Gas Board, where applicable;
- The latest issue of SANS 10142: "Code of Practice for the Wiring of Premises";
- Legislation pertaining to the access to public buildings and facilities for the physically disabled and
- All regulations promulgated under the above Acts and all amendments made from time to time.

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

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

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

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

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

C3.7 Software application for programming

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

C3.8 Security clearance

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

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

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

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

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

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

C3.9 Forms for contract administration

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

C3.10 Submission of Accrual Reports

The Service Provider shall submit accrual reports to the client representative at the end of March and September each year for the duration of the Service Contract period from the date of appointment up to and including project closeout. This is to ensure that PMTE complies with the accounting framework GRAP, which requires that PMTE disclose all its accruals as at the end of each reporting date.

C3.11 Submission of monthly Project Execution Plans (PEP)

The Principle Agent will submit monthly an updated Project Execution Plans (PEP) in accordance with DPWI standard proforma, on a date as agreed with the Employer's Representative.

C4: SITE INFORMATION

(Refer to C3.2.7.5 above.)