TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE

SCMU5-26/27-0013-AMR INF

NAME OF COMPANY: _____

CSD Nr: _____

CRS Nr (CIDB): _____

CLOSING DATE: 09 OCTOBER 2026 **TIME: 11:00 am**

Department of Public Works & Infrastructure
Corner of Scholl and Amalinda Main Road
Amalinda Block B Building- Reception Area
East London 5247

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THE TENDER

PART T1
TENDERING PROCEDURES

PART T1.1: TENDER NOTICE AND INVITATION TO TENDER

T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **2EB OR Higher in** the following Class of works (EB) to tender for the **"TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE".**

The contract will be based on the NEC3 TERM SERVICE CONTRACT: APRIL 2013 and the Eastern Cape Public Works and Infrastructure will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Bid documents are downloadable free of charge from the Eastern Cape Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders). Bid documents will be available on **08 September 2026**. No bid documents will be available at departmental offices.

Queries relating to the issue of these documents may be addressed in writing to SCM email: scmamatole@ecdpw.gov.za **Technical enquiries:** may be addressed in writing to **Mr Y. Ngxazisa**– email: yandisa.ngxazisa@ecdpw.gov.za

The closing time for receipt of tenders by the ECDPWI is **11:00am** on **09 October 2026.** Tender will be open in public. Tender will be open in public and results to be further published on the departmental website (www.ecdpw.gov.za/tenders)

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (https://secure.csd.gov.za). Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

B. TENDER SUBMISSIONS:
Bids must be submitted in sealed envelopes clearly marked **"SCMU5-26/27-0013 AMR INF TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE"** must be deposited in the tender box,

C. BID EVALUATION:
This bid will be evaluated in Two (2) phases as follows:

Phase One: Compliance, and responsiveness to the bid rules and conditions, thereafter they will be evaluated on PPPFA.
Phase Two: Bidders passing the stage above will thereafter be evaluated on PPPFA.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	**80 points**
Maximum points for Specific goals	-	**20 points**
Maximum points	-	**100 points**

C. BID SPECIFICATIONS, CONDITIONS AND RULES

1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data.
2. The Department of Public Works and Infrastructure SCM policy applies.
3. Tender validity period is **120 days.**

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D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM RELATED ENQUIRIES : Email Address: scmamatole@ecdpw.gov.za

 TECHNICAL ENQURIES Mr.: Mr Y. Ngxazisa Tel No.: 0825599050 Email Address– email: **yandisa.ngxazisa@ecdpw.gov.za**

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:
Call: 0800 701 701

PART T1.2: TENDER DATA

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.
SANS 10845-3 makes 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 provisions of SANS 10845-3 *and* as contained in **Annexure C** of **Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**.
Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Social Development – Eastern Cape Province
3.2	The tender documents issued by the employer comprise the following documents: **THE TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender T1.2 - Tender data **Part T2: Returnable documents** T2.1 - List of returnable documents T2.2 - Returnable schedules **THE CONTRACT** **Part C1: Agreements and Contract data** C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism **Part C2: Pricing data** C2.1 - Pricing Instructions C2.2 - Bills of Quantities **Part C3: Scope of work** C3 - Scope of work **Part C4: Site information** C4 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Yandisa Ngxazisa Eastern Cape Department of Public Works & Infrastructure Corner of Scholl and Amalinda Main Road, Amalinda East London Tel: 0825599050 E-mail: yandisa.ngxazisa.ngxazisa@ecdpw.gov.za The Employer is: Eastern Cape Department of Social Development Albertina Sisulu House 7 Beatrice Street King Williams Town 5600
3.5	The language for communication is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.

4	**Tender's obligations**
4.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 2 EB or Higher class of construction work; and Joint ventures are eligible to submit tenders provided that: 1. Every member of the joint venture is registered with the CIDB; 2. the lead partner has a contractor grading designation in the grade EB class of construction work; 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB Grade 2 EB OR Higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 4. Joint Venture Agreement.
4.2	The employer will compensate the tender as follows NEC3 TERM SERVICE CONTRACT: APRIL 2013, The employer **will not** compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	**Confidentiality and copyright of documents** Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. **Tender documents will not be made available at the clarification meeting**
4.8	**Seek clarification** *Request clarification of the tender documents, if necessary, by notifying the employer at least* ***7*** **(Seven) working days** ***before the closing time stated in the tender data.***
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.

4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) The parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of **N/A** is required and shall remain valid for a period not exceeding N/**A** days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: **Location of tender box: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, Block B Building – Reception Area, Corner of Scholl & Amalinda Main Rd, East London** **Physical address: Department of Public Works and Infrastructure, Block B Building – Reception Area, Corner of Scholl & Amalinda Main Rd, East London** **Identification details "SCMU5-26/27-0013-AMR INF TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE"** **Closing time and date: 09 OCTOBER 2026 at 11:00**
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) A copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. *In the case of a Joint Venture/Consortium/each party must submit a separate* CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is **120 days** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	**Placing of contractors under restrictions / withdrawal of tenders** If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and

	time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on **CIDB** Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: **N/A**
4.17	The preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard after 21 days of appointment.
5	**Employer's undertakings**
5.1	The Employer will respond to requests for clarification received up to Seven (7) working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until Seven (7) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at **11:00am.**
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
5.6	**Arithmetical errors, omission and discrepancies** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply. The Department will make use of CIDB practice notes when evaluating bids with Arithmetical Errors.
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1[a]	Option 2[a]
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m}\right)$	$A = P/P_m$
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m}\right)$	$A = P_m/P$
a	P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.		

5.7.2 The procedure for the evaluation of responsive tenders is **Method 2: Administrative Compliance, Price and Preference**

Phase 1: Administrative requirements and Mandatory requirements
Phase 2: Price and preference (80/20 system)

1. PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES

Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration:

1. Bid Document (This Document must be submitted in its original format)
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. The status on CIDB must be active. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage).
4. Bidders must be a legal entity or partnership or consortia.
5. Form of offer and Acceptance (fully completed and signed).
6. SBD 4 Bidders Disclosure must be duly completed and signed. In the event a director or one of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract, such interest must be disclosed on question 2.3 and 2.3.1. as all companies owned by the bidder will be reflected here.
7. Incomplete or unsigned or poorly completed forms SBD 4 will lead to a bidder being declared non-responsive.
8. Compulsory Enterprise Questionnaire (Completed and signed)
9. If the offer is "Vat Inclusive", the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 21 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
10. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern.
11. Resolution to Sign (must be completed, if applicable).
12. Declaration of Employees of the State or other State Institutions.
13. Only one bid offer per bidder is allowed and alternative offers will not be considered. If more than one bid offer is received, none of the offers will be considered.
14. Attendance of compulsory briefing meeting (if applicable)

15. If the Bid Sum (amount in words) as per the Form of Offer differs from the Bill of Quantities (BOQ), it will automatically invalidate the offer submitted.
16. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid/ quotation whilst they are in agreements with other bidders in the form of joint ventures or consortiums
17. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). This is important for the Department to make a decision and will lead to elimination of bids. Refer to Annexure F and Annexure J

	18. The abovementioned reference must be issued and signed by the duly authorised personnel who have knowledge of the project and performance of the bidder, signing on behalf of others is strictly prohibited. 19. Bidder must attach certified copy of a valid wireman's licence or a certified copy of a valid recognised electrician trade tested certificate and a certified ID copy of a technician who is going to carry out the work. Foreign obtained qualifications or certificates must be accompanied by an evaluation certificate from the South African Qualification Authority (SAQA). 20. Bidders must also attach completion certificates or letter confirming completion of the projects as required, in order to compliment the experience mentioned on paragraph 17 above. 21. The Department reserve the right to verify the abovementioned information. **Other Conditions of bid (Non eliminating unless expressly mentioned in the document):** 1. The bidder must be registered on the Central Supplier Database (CSD) prior the award 2. All bidders' tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD. In cases where the bidder's status is found non-compliant, the bidder may be granted 7 days to correct the status. **A bidder that fails to rectify its tax matters with SARS will be declared non-responsive**. 3. The bidder has duly completed and signed the **SBD 1**, and **SBD 6.1**. **4.** Bidders need to complete and sign **SBD 6.1** to claim points for specific goals. **Failure will lead to the non-awarding of points for specific goals.** **5.** The relevant designated sector: Steel Products, PVC, Concrete, and Components. The minimum threshold for local production and content: 100%. **6. Bidders need to complete the Declaration Certificate for Local Content and Local Production to be awarded points for Specific goals allocated for Local Content. This Declaration Certificate must be completed, and signed and submitted as part of the bid documentation.** 7. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the client. Refer to Annexure L. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. 8. Bidders must submit their company profiles, list of available resources, plant and machinery, and any other additional capacity with the bid. Refer to Annexures K and H. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. 9. The bidder must also list all projects where there are pending litigations or litigations that have been concluded. The form for this is also attached after Annexure J. 10. The Department may contract with the successful bidder by issuing of appointment letter or purchase order. 11. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder. 12. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better. 13. DPWI Policy applies. 14. Protection of personal information: Consent (POPIA). 15. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. NEC3 TERM SERVICE CONTRACT: APRIL 2013) 16. EPWP policy will be applicable.
	22. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. NEC3 TERM SERVICE CONTRACT: APRIL 2013)
	2. <u>PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS/PPR2022</u> The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and Specific goals/ PPR*2022*

	<table><tr><th>Criteria</th><th>Points</th></tr><tr><td>POINTS ON PRICE</td><td>80</td></tr><tr><td>SPECIFIC GOALS</td><td>20</td></tr><tr><td>TOTAL</td><td>100</td></tr></table> **Please note:** 1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead in non-awarding of points for specific goals. 2. The Department intends to award this to the highest point scorer as whole, unless circumstances justifies otherwise. 3. When evaluating bids/quotations of joint ventures/consortia, preference points must be allocated proportionately for such bidders in terms of their attributes or qualification for the relevant specific goal that is being scored, subject to the joint venture/consortium submitting the relevant proof of substantiation of points claimed as stipulated in the bidding documents. The points scored for the specific goals must then be added to the points scored for price and rounded off to the nearest two decimal points." A JV/consortia agreement must be submitted with the bid to substantiate the calculations. Failure will also lead in non-awarding of points for specific goals. 4. All information will be verified through CSD (where applicable) . 5. A Cipro certificate (CK) and a certified ID copy/s must be attached as proof of ownership to claim points for specific goals. 6. A Medical certificate from a medical Practitioner with a practice number must be attached to claim points for disability. 7. To claim full Points for Locality, the preferred address on CSD must be from within Buffalo City Municipality or Amahlathi Local Municipality (not edited after the issue of this bid). 8. SBD 6.1 is attached. **The 90/10 preference point system for acquisition of services, works or goods exceeding Rand value of R50 million:** (a) The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included): The financial offer will be scored using the following formula: $A = (1 - (P - Pm))$ Pm The value of value of W_1 is: 1) **90** where the financial value inclusive of VAT of all responsive tenders received have a value in **excess of R50 000 000** or 2) **80** where the financial value inclusive of VAT of one or more responsive tender offers have a value that **equals or is less than R 50 000 000**.
5.7.3	The procedure for the evaluation of responsive tenders is **Method 2** (Administrative compliance, price and specific goals)
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: **N/A**
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – **N/A**
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: **N/A**
5.8	**Tender offers will only be accepted if:** a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin.

	c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security after 21 days of appointment. d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. f) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
	h) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; i) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; j) The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. k) the employer is reasonably satisfied that the preferred tenderer will in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. l) The tender has offered a market-related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. m) A Resolution of signatory form has been completed and signed by director/s or a letter bearing the letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted with the bid. Only a duly authorized official can sign the bid. n) **NOTE:** The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. o) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc. p) The department reserves the right to accept or reject any Quote in response to the advertisement and to with draw its decision to seek provision of these services at any time. q) The department may conduct an inspection of premises without prior notice if necessary. r) Successful bidder to ensure that products delivered during the contract period comply with the specifications in the Quote and samples submitted if there's any; failure to comply will result in the termination of contract for that particular item(s). s) Suppliers should under no circumstances deviate from the orders issued by the department.
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	The additional conditions of tender are: • Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.

T.2.1	***A. List of returnable documents***
1	**Documentation to demonstrate eligibility to have tenders evaluated i.e.** *List all documentation to demonstrate eligibility to have a submission evaluated.* • Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	**Returnable Schedules required for tender evaluation purposes** The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: • Record of Addenda to Tender Documents • Proposed amendments and qualifications • Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted). • SBD 4, 6.1, • Protection of personal content: Consent • Form of Offer and Acceptance • Complete priced Bills of Quantities, including Final Summary • Certificate of Authority for Joint Ventures
3	**Other documents required for tender evaluation purposes** The tenderer must provide the following returnable documents: • A CSD Report for a contractor with valid and correct information. • A duly completed form of Offer and Acceptance (and any revision of prices if there are any). • Bidder must attach certified copy of a valid wireman's licence or a certified copy of a valid recognised electrician trade tested certificate and a certified ID copy of a technician who is going to carry out the work. • Project References – at least 3 • Completion certificates x3
4	**Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract** The tenderer must complete the following returnable documents: • A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993) will be required from the preferred Bidder. • Details of Bids nearest office • Returnable Documents: Company Details • Returnable Documents: Company Composition • Declaration: Validity of Information Provided • Bidders must submit a list of projects where he or she has submitted bid document but bid results have not been confirmed by the client. Refer to Annexure I. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/functionality Points. • Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. This is not an elimination factor, but important for the department to make a decision.
5	**Only authorized signatories may sign the original and all copies of the tender offer where required.** • In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated. • In the case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company. • In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

	• In the case of a **PARTNERSHIP** submitting a tender, **all the partners** shall sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender. • In the case of a **JOINT VENTURE/CONSORTIUM** submitting a tender, include **a resolution of each company** of the joint venture together with a **resolution by its members** authorizing a member of the joint venture to sign the documents on behalf of the joint venture. **Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.**
6	**Information and data to be completed in all respects** Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.
7	**Canvassing and obtaining of additional information by tenderers** The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
8	**Prohibitions on awards to persons in service of the state** The Employer is prohibited to award a tender to a person - a) who is in the service of the state; or *b)* if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or *c)* a person who is an advisor or consultant contracted with the Department or municipal entity. **In the service of the state** means to be - a) a member of: - *a* any municipal council; *b* any provincial legislature; or *c* the National Assembly or the National Council of Provinces; *d)* a member of the board of directors of any municipal entity; *e)* an official of any Department or municipal entity; *f)* an employee of any national or provincial department; *g)* provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); *h)* a member of the accounting authority of any national or provincial public entity; or *i)* an employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
9	**Awards to close family members of persons in the service of the state** Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - *a)* the name of that person; *b)* the capacity in which that person is in the service of the state; and *c)* the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.

10	**Respond to requests from the tenderer** The employer will respond to requests for clarification up to **7 (seven) working days** before the tender closing time.
11	**Opening of tender submissions** Tenders will be opened immediately after the closing time for tenders
12	**Scoring quality / functionality:** N/A
13	**Cancellation and re-invitation of tenders** An organ of state may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes and/or tender documents. (f) No market related offer received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
14	Dispute resolution mechanism will be done through the **Adjudication** route**.**
15	The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations do not prevent an institution from instituting remedies arising from any other prescripts or contract.
16	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the **cidb** for investigation as a breach of the **cidb Code of Conduct** in terms of the **cidb Regulations**; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.
17	For the works as a whole: The date for practical completion shall be twenty four (24) months from the commencement date. Due to the nature of this contract, it will be difficult to impose penalties for non-compliance; under-compliance or poor performance by the awarded contractor and therefore should any of the above occur, it shall be regarded as a breach of contract and the Department shall be entitled to terminate this Agreement after it had notified the contractor about the breach contract in writing. Should the contractor breach any provision of the Contract Agreement and fail to remedy such breach within seven (07) days of receipt of written notice from the Department, the Department shall be entitled to cancel the contract agreement by giving written notice to that effect to the contractor. Such cancellation shall be without prejudice to any other remedies the Department may have in terms of common law pursuant to such breach and termination. The Department shall not be precluded from claiming damages from the contractor, should damages be suffered by the Department or any third party as a result of any conduct on the part of the contractor.

PART T2
RETURNABLE DOCUMENTS

PART T2.1: LIST OF RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for quotation evaluation purposes

- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Project References – at least 3
- Completion certificate
- SBD 4, 6.1,
- Complete Priced Bills of Quantities & Final Summary
- Bidder must attach certified copy of a valid wireman's licence or a certified copy of a valid recognised electrician trade tested certificate and a certified ID copy of a technician who is going to carry out the work.

3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Protection of personal content: Consent

Province of the EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE					
BID NUMBER:	SCMU5-26/27-0013-AMR INF	CLOSING DATE:	09 OCTOBER 2026	CLOSING TIME:	11H00
DESCRIPTION	TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT

CORNER OF SCHOLL AND AMALINDA MAIN ROAD AMALINDA BLOCK B BUILDING – RECEPTION AREA EAST LONDON

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**N/A**	CONTACT PERSON	**Mr Yandisa Ngxazisa**
TELEPHONE NUMBER	**N/A**	TELEPHONE NUMBER	**082 559 9050**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	scmamatole@ecdpw.gov.za	E-MAIL ADDRESS	yandisa.ngxazisa@ecdpw.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA

a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	**b)** ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, COMPLETE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE NEC CONTRACT (NEC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM .**
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:

……

CAPACITY UNDER WHICH THIS BID IS SIGNED:

……

(Proof of authority must be submitted e.g. company resolution)

DATE:

……..……...

Compulsory Enterprise Questionnaire

A

Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise: . . . . . .

Section 2: VAT registration number, if any: . . . . . .

Section 3: CIDB registration number, if any: . . . . . .

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	**Identity number***	**Personal income tax number***

** Complete only if sole proprietor or partnership and attach separate page if more than 3 partners*

Section 5: Particulars of companies and close corporations

Company registration number . . . . . .

Close corporation number . . . . . Tax reference number . . . . . .

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

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

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

ii) confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;

iv) confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and

iv) confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed ..... Date .....

Name ..... Position .....

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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:
……
……

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

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[2] will not be construed as collusive bidding.

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

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

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

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

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

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

……	……
Signature	Date
……	……
Position	Name of bidder

[2] ***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.***

SBD 6.1

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

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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 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) The lowest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a 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. FORMULA 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. FORMULA 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 below 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 1: 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, failure to indicate points claimed will lead to not awarding points)

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)
Historically Disadvantaged Individual: -			
	(a) 100% black ownership	**6**	
	(b) 51% to 99% black ownership	**2**	
	(c) Less than 51% black ownership	**0**	
Black youth ownership: -			
	(a) 100% black youth ownership	**4**	
	(b) 30% to 99% black youth ownership	**2**	
	(c) Less than 30% black youth ownership	**0**	
Black women ownership: -			
	(a)100% black women ownership	**4**	
	(b) 30% to 99% black women ownership	**2**	
	(c) Less than 30% black women ownership	**0**	
	(b) Non-Military Veterans ownership	**0**	
	Locality		
	Office within BCM/ Amahlathi LMA	**6**	
	Office in the Eastern Cape	**3**	
	No office in the Eastern Cape	**0**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……

4.4. Company registration number: ……..

4.5. 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]

4.6. 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: .....

.....

.....

PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD REPORT)

(ATTACH HERE)

VALID CIDB CERTIFICATE OF A TENDERER

(ATTACH HERE)

PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.
As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and
   having access to personal information relating to either of them, they shall always ensure that:
   a) They process the information only for the express purpose for which it was obtained.
   b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
   c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
   d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
   e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
   f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.

2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.

3. Bidder's Obligations

a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.
b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

On behalf of the Bidder:

…….. ……
Signature Date

…….. ……
Position Name of the Bidder

On behalf of the Client:

…….. ……
Signature Date

…….. ……
Position Name of Client Representative

THE CONTRACT

PART C1
AGREEMENTS AND CONTRACT DATA

PART C1.1: FORM OF OFFER AND ACCEPTANCE

Annex C

(normative)

FORM OF OFFER AND ACCEPTANCE

Project title	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
SCMU number	**SCMU5-26/27-0013-AMR INF**

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**

……

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE-ADDED TAX IS

…… Rand (in words);

R ……(in figures) (or other suitable wording)

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

Signature
……
Name
……...
Capacity
……...
for the tenderer
……...
(Name and address of organization)
Name and signature
of witness ……..… ….. Date ……

ACCEPTANCE

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

The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement)
Part C2 Pricing data
Part C3 Scope of work.
Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.
The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor**)** within five working days of the date of such receipt 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.[1]

Signature
……
Name
……
Capacity
……
for the Employer
……
(Name and address of organization)
Name and signature
of witness …….. Date ……..

Schedule of Deviations

1 Subject _____
Details
_____

2 Subject _____
Details
_____

3 Subject _____
Details
_____

4 Subject _____
Details
_____

By the duly authorized 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/ quotation 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.

[1] *As an alternative, the following wording may be used:*

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) 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.

A

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
SCMU NUMBER	**SCMU5-26/27-0013-AMR INF**

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 bid offer: (Attach additional pages if more space is required)

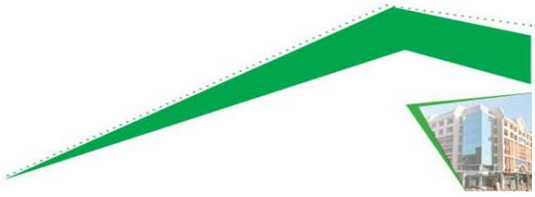
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

Signed ..... Date .....

Name ..... Position .....

Tenderer .....



B

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule. The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
SCMU NUMBER	**SCMU5-26/27-0013-AMR INF**

Page	Clause /Item	Proposal

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name

C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

Mr/Ms_____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

_____

_____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE:_____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):

D

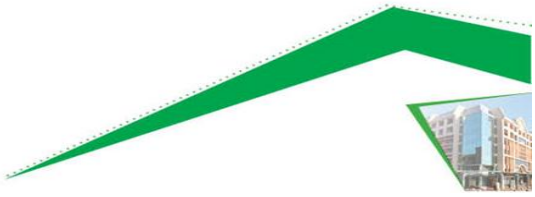
CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms . . . ., authorized signatory of the company . . . . , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

PROJECT TITLE	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
SCMU NUMBER	**SCMU5-26/27-0013-AMR INF**

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner: …… .		Signature. . …….. . . . . . Name …….... Designation……
…… .		Signature. . …….. . . . . . Name …….... Designation……
…… .		Signature. . …….. . . . . . Name …….... Designation……
…… .		Signature. . …….. . . . . . Name …….... Designation……



E

CAPACITY OF THE BIDDER

PROJECT TITLE	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
SCMU NUMBER	**SCMU5-26/27-0013-AMR INF**

WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. (This is not an elimination factor, but important for the department to make a decision).

Artisans and Employees: (Artisans and Employees to be, or are ,employed for this project)

Quantity / No. of Resources	**Categories of Employee - Key Personnel (part of Business Enterprise)**	**Professional Registration No.**	**Date of Employment**
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed:	……	**Date**	……
Name:	……	**Position**	……

Enterprise Name: ……

F

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three projects successfully completed. The information mentioned on this form must correspond with the information mentioned on Annexure J (project reference form). **Attach a Completion Certificate for each of the project provided.**

The description of each project must include the following information:

1. Essential introductory information:
   1.1. Name of project.
   1.2. Name of client.
   1.3. Contact details of client.
   1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
   1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
   1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed…….. Date……..

Name……. Position…….

Enterprise name…… ……

G

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist).**Attach an Appointment letter for each of the project provided.** (This is not an elimination factor, but important for the department to make a decision).

The description of each project must include the following information:

2. Essential introductory information:
   - 2.1. Name of project.
   - 2.2. Name of client.
   - 2.3. Contact details of client.
   - 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
   - 2.5. The period during which the project was performed, and if this is different, the period during which the tenderer's team members were contracted.
   - 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						

Attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed…….. Date……..

Name……. Position…….

Enterprise name…… ……

H

OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING (if they exist)

(Any other client's tender must also be included)

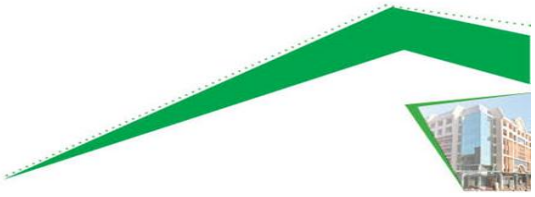
BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes)

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------



I

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					

Signed ---------- Date ----------

Name ---------- Position ----------

Enterprise name ----------

Project Reference Forms – 1

Project title:	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
Project Number:	**SCMU5-26/27-0013-AMR INF**

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):
Project name: _____
Project location: _____
Construction period: _____ Completion date: _____
Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

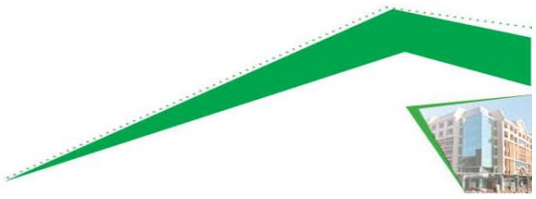
Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

_____



_____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20___.

_____
Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not be considered. It is the responsibility of the tenderer to put referees who are reachable.

_____
Name of Tenderer

_____ _____
Signature of Tenderer Date

Project Reference Forms – 2

Project title:	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
Project Number:	**SCMU5-26/27-0013-AMR INF**

'NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	**Very Poor 1**	**Poor 2**	**Fair 3**	**Good 4**	**Excellent 5**	**Total**
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

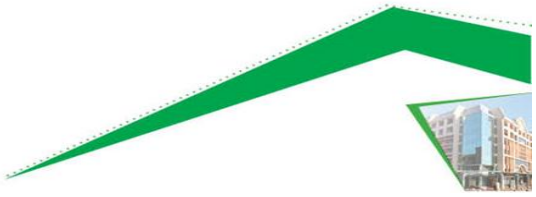
B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

_____

_____



D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20___.

_____
Signature of principal agent

COMPANY STAMP

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not be considered. It is the responsibility of the tenderer to put referees who are reachable.

_____
Name of Tenderer

_____ _____
Signature of Tenderer Date

Project Reference Forms – 3

Project title:	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
Project Number:	**SCMU5-26/27-0013-AMR INF**

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):
Project name: _____
Project location: _____
Construction period: _____ Completion date: _____
Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:

_____

_____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 20___.

COMPANY STAMP

_____
Signature of principal agent

NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not be considered. It is the responsibility of the tenderer to put referees who are reachable.

_____
Name of Tenderer

_____ _____
Signature of Tenderer Date

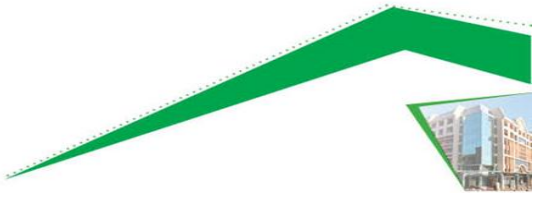
K

BASELINE RISK ASSESSMENT

PROJECT TITLE	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
SCMU NUMBER	**SCMU5-26/27-0013-AMR INF**
PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Use of crane to off-load	Falling of machinery resulting Injury to personnel	NA	Falling of equipment or machinery set resulting damaging trees	Falling of machinery resulting to injury to the public and damaging property	Use lifting signal. Ensure competent crane operator
Electrical connection	Electrical shock resulting to injuries	NA	NA	Exposed wires to the public resulting to injuries	Follow electrical safety precautions and standards
Oil spills	NA	NA	Oil spillage can resulting to land and water pollution	Contact with waste water can resulting to disease	Follow environmental standards to control any risk

You can list all activities on a separate page to address this issue (the above table is just for reference purposes).



L

A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
PROJECT DESCRIPTION (SCOPE)	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
SCMU NUMBER	**SCMU5-26/27-0013-AMR INF**
CONTRACTOR NAME:	

1. Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
2. On monthly basis, the contractor will report the purchasing of any of this material.
3. The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

A. LIFT MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & MAINTENANCE)

N/A

B. CONFIRMATION

1. I……(***Contractor name***) acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
2. I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

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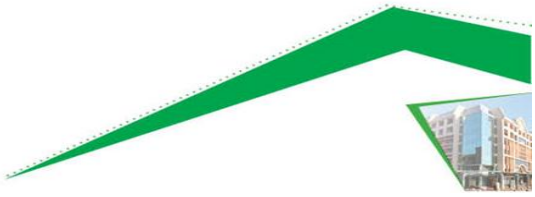
Representative of the Contractor (Name)	***Signature***	***Date***



PART C1.2: CONTRACT DATA

NEC3 TERM SERVICE CONTRACT: APRIL 2013

A PROJECT INFORMATION

A1.0 Works [1.1]

Project name	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
Reference number	SCMU5-26/27-0013-AMR INF
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Cathcart, Stutterheim, Kieskammahoek and Bhisho
Site address	Refer to document C4 – Site Information
Local authority	Buffalo City Metropolitan Municipality (BCMM) & Amahlathi LMA

A3.0 Employer [1.1]

Official Name of Organ of	Eastern Cape Department of Public Works and Infrastructure			
Business registration number	N/A			
VAT/GST number	N/A			
Country	South Africa			
Employer's representative: Name	Mr Yandisa Ngxazisa			
E-mail	Yandisa.ngxazisa@ecdpw.gov.za			
Mobile number	**0825599050**	Telephone number	N/A	
Postal address	Private Bag, X13004 Cambridge		Postal Code	5247
Physical address			Postal Code	5247

A4.0 Agent [1.1]

Discipline	Project Manager			
Name	Eastern Cape Department of Public Works & Infrastructure			
Legal entity of above		Contact person	Mr Yandisa Ngxazisa	
Practice number		Telephone number	N/A	
		Mobile number	**0825599050**	
Country		E-mail	Yandisa.ngxazisa@ecdpw.gov.za	
Postal address			Postal Code	5247
Physical address			Postal Code	5247

A5.0 Agent [1.1]

Discipline				
Name				
Legal entity of above		Contact person		
Practice number		Telephone number		
		Mobile number		
Country		E-mail		
Postal address			Postal code	
Physical address			Postal code	

A6.0 Agent [1.1]

Discipline				
Name				
Legal entity of above		Contact person		
Practice number		Telephone number		
		Mobile number		
Country		E-mail		
Postal address			Postal code	
Physical address			Postal code	

PART C1.2: CONTRACT DATA

Part 1– Data provided by the Employer

Clause	Statement	Data
1. General		
	The conditions of contract are the core clauses and the clauses for main Option:	**A** **Priced contract with price list**
	dispute resolution Option	**W1** **Dispute resolution procedure**
	and secondary Options	**X1** **Price adjustment for inflation**
		X13 **Performance Bond**
		X17 **Low service damages**
		X18 **Limitation of liability**
		X19 **Task Order**
	of the NEC3 Term Service Contract (April 2013)	**X20** **Key Performance Indicators**

10.1	The Employer is (name):	**Department of Public Works and Infrastructure**
	Address	**Department of Public Works and Infrastructure**
	Represented By: Tel No. Fax No.	**TBA**

10.1	The Service Manager is (name): Address Tel e-mail	**TBA**
	The Service Manager is (name):	**TBA**
11.2(2)	The Affected Property is	Cathcart, Stutterheim, Kieskammahoek and Bhisho
11.2(13)	The service is	**Two-Year Term Contract For Supply, Servicing, Repairs And Maintenance Of Electrical Equipment For Amathole District And Buffalo City Metro Cluster Three**
11.2(14	The following matters will be included in Risk register	**N/A**
11.2(15)	The Service Information is in	**The Contract Part 1: Service Information - Scope of Works. Works Information and all documents which it makes reference.**
12.2	The law of the contract is the law of	the Republic of South Africa
13.1	The language of this contract is	English
13.2	The period for reply is	7 days

2. The Contractor's responsibility (If the optional statement for this section is not used, no data will be required for this section)		
21.1	The Contractor submits a first Plan for	**2 weeks of the Contract Date acceptance within**

3. Time		
30.1	The starting date is	**at the Site Handover Meeting Date**
30.2	The service period is	**2 Year – Please note: Either the expiry of the contract period or depletion of the contract amount, whichever comes first would terminate the contract.**

4. Testing and defects	**Special testing may be requested by the Service Manager.**

5. Payment		
50.1	The assessment interval is	**Monthly**

51.1	The currency of this contract is the	**South African Rand**
51.2	The period with which payments are made is	**30 Days after submission of a valid TAX Invoice to the Employer**
51.4	The interest rate is	**(i) zero percent above the publicly quoted prime rate of interest (calculated on a 365-day year) charged from time to time by the South African Reserve Bank (as certified, in the event of any dispute, by any manager of such bank, whose appointment it shall not be necessary to prove) for amounts due in Rands**

6. Compensation Events **(if the optional statement for this section is not used, no data will be required for this section**
These are additional compensation N/A events

7. Use of Equipment Plant and Materials	**No data is required for this section of the conditions of contract.**

8. Risks and Insurance		
80.1	These are additional Employer's risks	**N/A**

83.1	The Employer provides these insurances from the Insurance Table	**N/A**
83.1	The Employer provides these additional insurances	**N/A**
83.1	The minimum amount of cover for insurance against loss and damage caused by the Contractor to the Employer's property is	**R 5 000 000.00**
83.1	The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Employer to an amount of	**R 5 000 000.00**
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service for any one event is:	**R 5 000 000.00**
83.1	The Minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R 5 000 000.00**

9. Termination	**No data is required for this section of the conditions of contract.**

10. Data for main Option Clauses	
A Priced Contract with Price List	**Option A**
20.5 The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals of no longer than	**4 Weeks**

11. Data for Option W1

W1.1	The Adjudicator is (Name) Address Tel. No, Fax No. Email	**TBA**
W1.2(3)	The Adjudicator nominating body is:	**TBA**
W1.4(2)	The Tribunal is:	**Arbitration**
W1.4(5)	The Arbitration Procedure is	**The latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (South Africa) or its successor body.**
	The place where arbitration is to be held is	**South Africa**
	The person or organization who will choose an arbitrator - If the Parties cannot agree a choice or - If the procedure does not state who selects an arbitrator, is	**The Chairman for the time being or his nominee of the Association of Arbitrators (South Africa) or its successor body.**

12. Data for Secondary Option Clauses

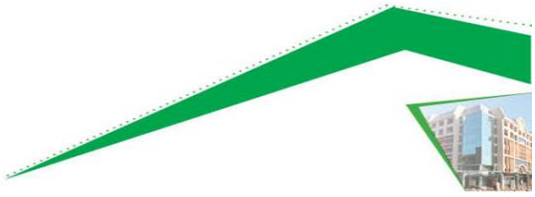
X1 Price Adjustment for Inflation

X1.1 The base date for indices is **Tender Closing Date**

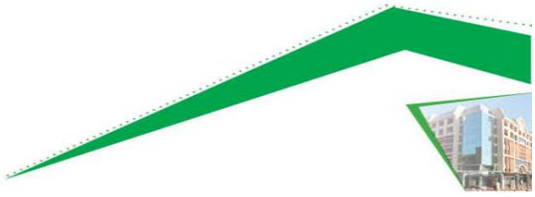
The proportions used to calculate the Price Adjustment Factor are:

Note: Requirements for CPA/Price inflation is that Prices must be Fixed and Firm for the First 24 months of the contract and only subject to escalation thereafter. A minimum of 10% of the contract price / prices is not adjustable throughout the life of the contract

Proportion	Linked to Index for	Index prepared by (Source)
	Non-Adjustable**	
100%		



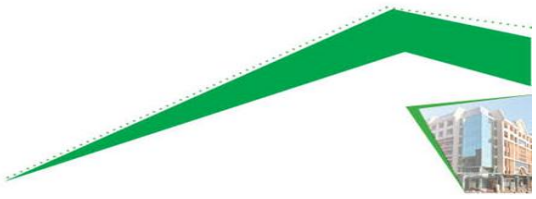
X13	Performance Bond	
X13.1	The Contractor gives the Employer a bond	The Tenderer must provide a Performance Bond in the performance form of a Fixed Performance Guarantee by means of a Bank Guarantee, or from an Insurer approved by the Service Manager, in the amount of 2.5% of the Awarded Contract Value, once the Contract has been awarded to him. This Bond must be given to the Employer with in four (4) weeks of the Contract Date.
X17	Low Service Damages	
X17.1	The service level table is in	As per Demerit Table in Contact Data – Annexure CD1
X18	Limitation of Liability	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	**R0.0 (zero Rand)**
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	**R2 500 000.00**
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **the total of the Prices at the Contract Date And** • **R2 500 000**
X18.4	The Contractor's liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**N/A**
X18.5	The end of liability date is	**3 Months after the end of the Service Period.**
X19	Task Order The Contractor submits a Task Order programme to the Service Manager within	**Authorization to commence with any Task will be done by Task Order. This Task Order will be issued to the Contractor by the Service Manager.** **Maintenance Turn- around times are stated in the Works Instructions under specification clause GM7.**
X20	Key Performance Indicators	**Key performance Indicators will be used to monitor Contractor performance on a monthly basis**



PART C1.3: DISPUTE RESOLUTION MECHANISM

C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the . . . . . day of . . . . . between:. . . . . .

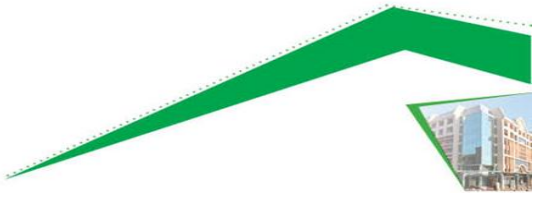


Witness		Witness:		Witness:	
Name:		Name		Name:	
Address:		Address:		Address:	
Date:		Date:		Date:	

Contract Data

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R . . . . . This fee shall become payable in equal amounts by each Party within ….. days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due in 30 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.

* Delete as necessary

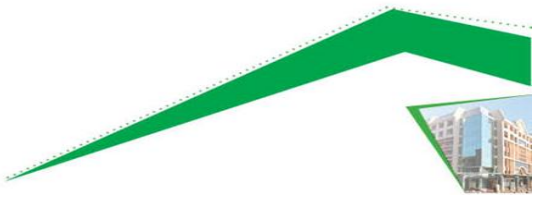


EPWP SPECIFICATION

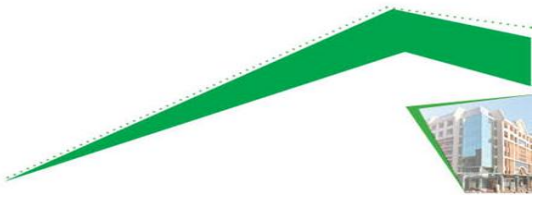
AWARDED TENDERER WILL BE REQUIRED TO ADHERE TO ALL EPWP SPECIFICATIONS AND REQUIREMENTS.

FOR FULL SPECIFICATIONS AND REQUIREMENTS VISIT

www.epwp.gov.za



PART C2
PRICING DATA



PART C2.1: PRICING INSTRUCTIONS

C2.1 Pricing Instructions

1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:

2 The agreement is based on the NEC3 TERM SERVICE CONTRACT: APRIL 2013.

3 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.

4 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document "Construction Works: Specifications: General Specification (PW371-A) Edition 2.0" is obtainable on the Department's website (http://www.publicworks.gov.za/ under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document

5 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")

6 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.

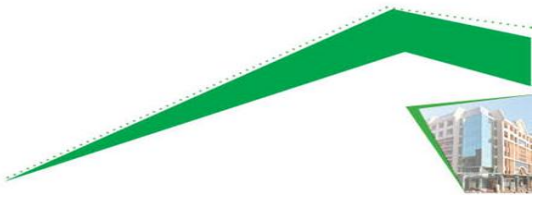
7 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.

8 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.

9 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:

a) an amount which is not to be varied, namely Fixed (F)
b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

10 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 apply or where no selection is made, the adjustments shall be based on the following breakdown:

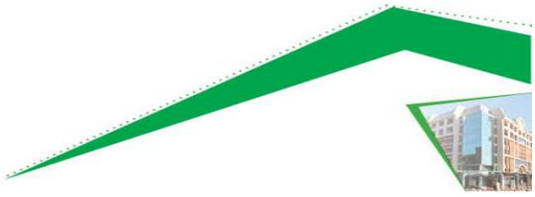


a) 10 percent is Fixed
b) 15 percent is Value Related
c) 75 percent is Time Related

11 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

12 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.

13 The Contractor shall adhere to “The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)”, and yearly pronounced increases for duration of contract.



CONSTRUCTION HEALTH AND SAFETY

AWARDED TENDERER TO COMPLY WITH ALL OCCUPATIONAL HEALTH AND SAFETY REQUIREMENTS

1. PREAMBLE

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

The Client's further duties are as described in The Act and the Regulations made there-under.

The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act,1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'.

Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated

works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system.
With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in.

Despite the foregoing it is reiterated that environmental management shall receive due attention.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications.
Prior to drafting the Health and Safety Plan, and in consideration of the information contained here-in, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan.
The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works & Infrastructure. These are its personnel, the personnel of its Clients and the physical assets of which it is the custodian and may also include the public as well.

The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document.

These responsibilities stem from both moral, civil and a variety of legal obligations.

The Principal Contractor is to take due cognisance of the above statement.

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

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project.

The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

This health and safety specification in respect of a construction work contract:
a) provides the overarching framework within which the contractor is required to demonstrate compliance with certain requirements for occupation health and safety established by the Occupational Health and Safety Act of 1993 during construction;
b) establishes the manner in which the contractor is to manage the risk of health and safety incidents in during the construction; and
c) establishes the manner in which the employer's health and safety agent will interact with the contractor.

Note 1: This specification establishes generic requirements to enable the employer and the contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The contractor is required to develop, implement and maintain package specific health and safety plans. The employer is required to provide certain package specific information to the contractor or a health and safety specification for the works to enable such plans to be formulated. Accordingly, this generic specification on its own cannot ensure compliance with the requirements of the aforementioned Act (See Annexure A).

Note 2: The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

Note 3: This specification establishes generic health and safety requirements. Site specific requirements for health and safety are stated in the scope of work associated with a contract (see Annexure A).

Note 4: The South African Council for the Project and Construction Management Professions has established the following specified categories of registration in terms of the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000):

a) a Construction Health and Safety Agent who may be appointed by an employer to act as his agent in terms of the Occupational Health and Safety Act of 1993 and the Construction Regulations issued in terms of that Act;
b) a Construction Health and Safety Manager who may be appointed by an employer to complement his professional team or by a contractor to manage company or project health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations; and a Construction Health and Safety Officers who may be appointed by an employer to mitigate the risk on a project or by a contractor to monitor and assist on-site health and safety performance and compliance in accordance with the Occupational Health and Safety Act and Regulations and services.

3. PURPOSE

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

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

The Principal Contractor (and his /her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

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

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

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies.

The Construction Regulations promulgated on 07 February 2014.

CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT.

General
The contractor shall with respect to the site and the construction work that are contemplated:
1. cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity;

2. evaluate the risks associated with the identified hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The contractor shall ensure that:

a) **all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work; no structure or part of a structure is loaded in a manner which would render it unsafe; and**
b) **account of information, if any, provided by the designer of the structure is taken into account in the risk assessment.**

Note: The information provided by the designer should outline known or anticipated dangers or hazards relating to the work and make available all information required for the safe execution of the work.

It should provide as relevant, geotechnical information (or make reference to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

The contractor shall carry out regular inspections and audits to ensure that the work is being performed in accordance with the requirements of this specification.

4. DEFINITIONS.

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

Act: the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

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

Agent – means any person who acts as a representative for a client. The word agent, in some instances, may be used interchangeable with the Construction Health and Safety Agent, the distinguishing factor will be on the role expected to be played by the agent mentioned. For example, all H&S

related issues (audits, inspections, and/or reports) are done by the Construction Health and Safety Agent, whilst the accountability of overall project success or portions of the work is done by the Agent i.e. Principal Agent or Project Manager or Engineer.

Client means Department of Public Works & Infrastructure.

Competent person means a person who-
(a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific for that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications

Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
(b) is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act;
Construction Health & Safety Agent (SACPCMP) – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the client's behalf in terms of the construction regulations. Pr.CHSA means a competent person who acts as a representative for a Client in terms of regulation (5)5.

Contract Amount" Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.
contractor: person or organization that contracts to provide the work covered by the contract
contract manager: person appointed by the employer to administer the contract on his behalf
competent person: any person who:

a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications specific to that work or task; and
b) is familiar with the Act and applicable regulations made in terms of the Act

Note: The Regulations stipulate that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act of 2000.those qualifications and training must be regarded as the required qualifications and training.

danger: anything which may cause injury or damage to persons or property
employer: person or organization that enters into a contract with the contractor for the provision of the work covered by the contract.

employer's health and safety agent: the person appointed as agent by the employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters. This is a Construction Health & Safety Agent.

(SACPCMP)" – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the client's behalf in terms of the construction regulations.

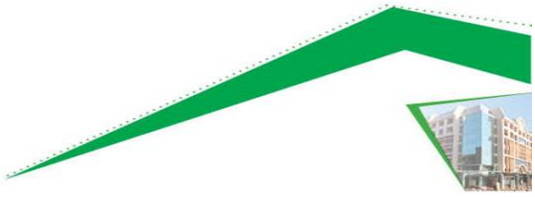
"Construction Manager (Site Agent)" means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site;

Construction Site means a work place where construction work is being performed;

Construction Supervisor means a competent person responsible for supervising construction activities on a construction site;

Construction Vehicle means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work;
Construction work means any work in connection with –

a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure; or



b) the construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work;

Construction Work Permit means a document issued in terms of regulation 3 of the Construction Regulations 2014;

CR refers to the Construction Regulations 2014.

Demolition Work means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

ergonomics: the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance.

Fall Protection Plan means a documented plan, which includes and provides for-
a)All risks relating to working from a fall risk position, considering the nature of work undertaken;
b) The procedures and methods to be applied in order to eliminate the risk of falling; and
c) A rescue plan and procedures;

H&S – health and safety

hazard: a source of or exposure to danger

hazard identification: the identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.

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

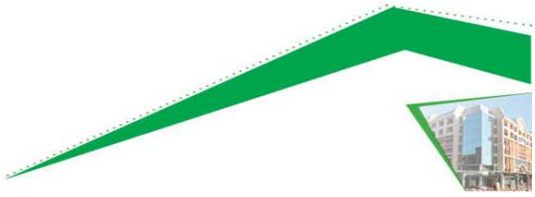
health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.
health and safety specification: a site, activity or project specific document pertaining to all health and safety requirements related to construction work which is included in the contractor's contract with the employer or an order issued in terms of framework agreement.

healthy: free from illness or injury attributable to occupational causes incident: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;

b) a major incident occurred; or

c) the health or safety of any person was endangered and where:



i) a dangerous substance was spilled;
ii) the uncontrolled release of any substance under pressure took place;
i) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

inspector: a person designated as such under section 28 the Act
major incident: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace.

Medical Certificate of Fitness means a certificate contemplated in regulation 7(8) of Construction Regulations 2014;

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

"Professional Engineer or Professional Certificated Engineer" means a person holding registration as either a Professional Engineer or Professional Certificated Engineer in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000);

reasonably practicable: practicable having regard to:
a) the severity and scope of the hazard or risk concerned;
b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;
c) the availability and suitability of means to remove or mitigate that hazard or risk; and
d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;
risk – means the likelihood that harm will occur and the subsequent consequences.

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

safe: free from any hazard
Safety Officer – a person deemed competent by SACPCMP under the relevant category of registration.
scaffold: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

Structure:
a) any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

b)any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

c) any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling

substance: any solid, liquid, vapour, gas or aerosol, or combination thereof

suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

temporary works: any falsework, formwork, support work, scaffold, shoring or other temporary structure designed to provide support or means of access during construction

workplace: any premises or place where a person performs work in the course of his employment

5. <u>OCCUPATIONAL HEALTH & SAFETY MANAGEMENT.</u>

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

a) The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 4(1)(c), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

b) The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act. The pro forma Legal Compliance Audit may be used for this purpose by the Principal Contractor or his/her appointed contractor.

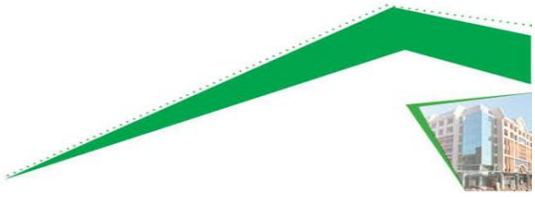
c) All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

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

d) All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.1.2 Required appointments as per the Construction Regulations:

ITEM	REGULATION	APPOINTMENT	RESPONSIBLE PERSON
1	3	Construction Work Permit	Client
2	5(1)(k)	Principal Contractor	Client
3.	8(1)	Construction Manager	Contractor
4.	6(1)	Construction Supervisor	Contractor
5.	8(5)	Construction Safety Officer	Contractor
6.	8(8)	Responsible Employee	Contractor
7.	9(1)	Person To Carry Out Risk Assessments	Contractor
8.	10(1)	Fall Protection Planner	Contractor



9.	13(1)	Excavation Supervisor	Contractor
10.	18(1)a	Rope Access	Contractor
11.	19(8)(a)	Material Hoist Inspector	Contractor
12.	20(1)	Bulk Mixing Plant Supervisor	Contractor
13.	23(1)	Operator: Construction Vehicle and Mobile Plant	Contractor
14.	28(a)	Stacking and Storage Supervisor	Contractor
15,	29(h)	Fire Equipment Inspector	Contractor

5.2 Communication, Participation & Consultation.

5.2.1 Occupational Health & Safety matters/issues shall be communicated between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee or other means determined by the client.

5.2.2 In addition to the above, communication may be directly to the Client or his appointed Agent, verbally or in writing, as and when the need arises.

5.2.3 Consultation with the workforce on OH&S matters will be through their Supervisors and H&S Representatives ('SHE – Reps')

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. <u>INTERPRETATION</u>

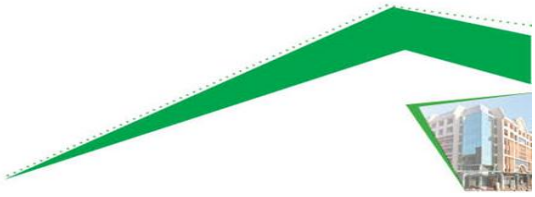
a) The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

b) Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

c) The Occupational Health and Safety Act and all its Regulations, with the exception of the Construction Regulations, distinguish between the roles, responsibilities and functions of employers and employees respectively. It views consultants and contractors as employees of the "owner" of a construction or operational project, the "owner" being regarded as the employer.

d) The position taken by the Construction Regulations is that the "owner", in terms of its instructions, operates (has to operate) in the role of client as per relevant definition. The contractors working for the "client" are seen to be in two categories, i.e. the Principal Contractor and Contractors.

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



e) The words Principal Contractor and Contractor in this document are used interchangeable, unless clearly expressed otherwise to mean something else e.g. when used to describe roles, responsibilities, functions, acts or omissions of the sub-contractor(s).

7. RESPONSIBILITIES.

7.1 Client

a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations.

b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.

c) The Client or his appointed Agent on his behalf will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.

d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:

a) have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;

b)have failed to implement or maintain their health and safety plan;

c) have executed construction work which is not in accordance with their health and safety plan; or

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

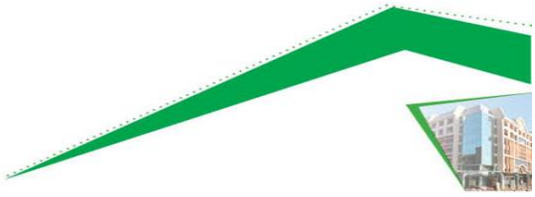
7.2 Principal Contractor

a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction. Annexure 2 of this construction regulation contains a "Notification of Construction Work" form. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.

b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation.

c) The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may perceivable be applicable to this contract.

d) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.



e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
f) The Potential Principal Contractor shall, in submitting his Tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of Tender upon which a Tenderer's offer is based.)

g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

i) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.

j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

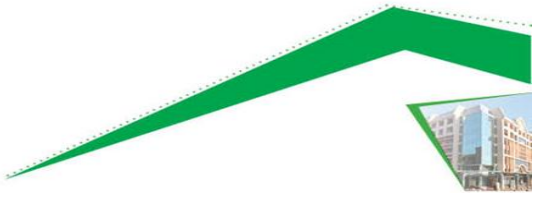
7.3 Contractor / sub-contractor

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

Acceptance by the Principal Contractor of the contract with Public Works shall constitute acknowledgement that the Principal Contractor has familiarised him/herself with the contents of the OHSE Spec and that he/she will comply with all its obligations in respect thereof.

Due to fact that this document is based on legislative requirements, the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.

The Client or its duly appointed Construction H&S Agent reserves the right to stop any Principal Contractor or Sub-Contractors from working whenever Safety, Health or Environmental requirements are being violated as required by regulation 5(1)(q). Any resultant costs of such work stoppages will be for the relevant Contractor's account.



The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and when the Client deems fit to address issue of OHSE Compliance.

The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document and/or any other applicable legislative requirements imposed on the Contractor.

The contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract.
Such a subcontract shall require that the subcontractor:
a) co-operate with the contractor as far as is necessary to enable both the contractor and sub-contractor to comply with the provisions of the Act; and
b) as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

The contractor shall provide any sub-contractor who is submitting a Tender or appointed to perform a sub-contract falling within the scope of the contract, with the relevant sections of this specification and the health and safety specification.

The contractor shall discuss and negotiate with each subcontractor performing construction work the subcontractor's health and safety plan and approve that plan for implementation.

The contractor shall take reasonable steps as are necessary to ensure that:
a) potential contractors submitting Tenders have made sufficient provision for health and safety measures during the construction process;

b) each subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to their performance of work on site;

c)all the subcontractor's employees have a valid medical certificate of fitness specific to the construction work which are to be performed which is issued by an occupational health and safety practitioner;

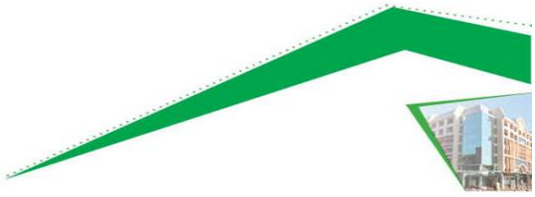
d) all sub-contractors co-operate with each other to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations;

e) each subcontractor performing construction work has and maintains a health and safety file containing the relevant information described in 4.2.5; and

f) each sub-contractor's health and safety plan is implemented and maintained.

The contractor shall conduct periodic document verifications and audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site at intervals agreed upon with such subcontractors, but at least once per month.

The contractor shall stop any subcontractor from executing construction work which is not in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.



The contractor shall ensure that where changes to the works occur including design changes , sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.

The contractor shall ensure that:

a) every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site;

b) potential subcontractors submitting Tenders have made provision for the cost of health and safety measures during the construction process; and

- every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

The contractor shall receive, discuss and approve health and safety plans submitted by subcontractors.

The contractor shall ensure that all subcontractors are informed regarding any hazard as stipulated in the risk assessment before any work commences, and thereafter at such times as may be determined in the risk assessment.

The contractor shall reasonably satisfy himself that all employees of subcontractors are 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.

The contractor shall satisfy himself and ensure that all subcontractor employees deployed in the site are:

a) 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; and

b) issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

The contractor shall undertake a risk assessment together with subcontractors whenever subcontractors are working in close proximity to other subcontractors particularly activities involve excavations, the moving of earth, the movement of heavy machinery and working at heights

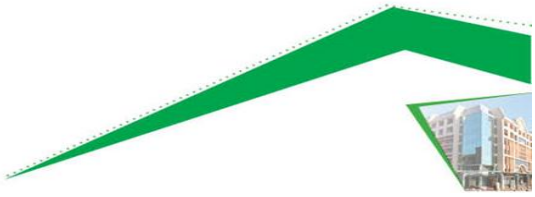
7.4 Construction supervisors.

The construction manager shall in writing appoint construction supervisors responsible for construction activities and ensuring occupational health and safety compliance on the construction site.

A contractor shall after considering the size of the project and if considered necessary, appoint in writing one or more competent employees for different sections of the work to assist the construction supervisor.

7.5 Competent persons.

The contractor shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:



- **formwork and support work operations;**
- **excavation work;**
- **demolition work;**
- **scaffolding work operations;**
- **suspended platform work operations;**
- **material hoists;**
- **bulk mixing plants;**
- **temporary electrical installations;**
- **the stacking and storage of articles on the site; and**
- **fire equipment.**

The contractor shall appoint in writing competent persons to:
a) induct employees in health and safety; and
b) prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.
7.6. Appointment of a Safety Officer

The Principal Contractors will have to appoint a competent Construction H&S Officer as per the following criteria;
i. Number of employees onsite between 30 but below 50 – Part Time Safety Officer shall be appointed and will be onsite at least 2 days a week.

ii. Number of employees above 50 – Fulltime Safety Officer should be appointed.

iii. Should the project require a Construction Work Permit – a Fulltime Safety Officer should be appointed.

Further to the above criteria, should the Client or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the Client or its Representative may issue an instruction that a Part/ Full Time Construction Health and

Safety Officer must be appointed, such a requirement will have to be met. Taking the Risk associated with this project into consideration it is deemed that a full time Safety Officer needs to be appointed and be present on site at all times.

7.6 Construction Health & Safety Agent (SACPCMP)

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

Initiation to project close-out.

a) H&S competence: In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.

b) H&S goals: It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.

c) H&S responsibilities: Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.

d) H&S information: H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example,

discussion with the client, previous historical use of the site or facility, previous surveys and investigations and past H&S files.

e) The employer's health and safety agent shall:
a) audit the contractor's compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site;

b) accept or reject the contractor's health and safety plans, giving reasons for rejecting such plans;

c) monitor the effective implementation of all safety plans;

d) conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification;

e) visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the contractor or any of the contractor's subcontractors with a copy to the contract manager and, where relevant, to the contractor.

f) The contractor shall invite the employer's health and safety agent to audit compliance with the requirements of this specification before commencing with any physical construction activity on the site.

g) Other duties of a H&S is to ensure that, where applicable, the following is attended to:

1. Application for a Construction Work Permit Number (as per DoL Chief Inspector, July 2018).
A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the provincial director in writing for a construction work permit to perform construction work if the intended construction work starts on or after the 7th of August 2018 and exceeds 365 days; will involve more than 3600 person days of construction work; or the works contract in of a value exceeding thirteen million rand or Construction Industry Development Board (CIDB) grading level 7.
The application for the Construction Work Permit Number as contemplated above shall be the responsibility of the client depending on the submission of all relevant documentation from the successful Tenderer.
After the Provincial Director of Labour has issued a Construction Work Permit, the Client's or its duly appointed Construction H&S Agent will issue a letter advising the Project Leader and the Principal Agent to

arrange the site handover meeting as all legislative requirements would have been complied with including as a copy of the construction permit to work.

2. Tenderer's responsibility:
The Tenderer (meeting the above criteria) must ensure that they attach a certified copy of the SACPCMP Certificate for a Registered Construction Manager together with their OHSE Plans.

7.7 Responsibilities towards employees and visitors

1. The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.

2. The contractor shall ensure that all employees under his or her control and the employees of his subcontractors who are performing construction work are:

a) 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; and
b) issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.

1. **The contractor shall cause a record of training to be kept which indicates the training dates, the names, identity numbers and job description of all those who attended such training and the name, identity number and competence of the person who provided the training.**

4. The contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.

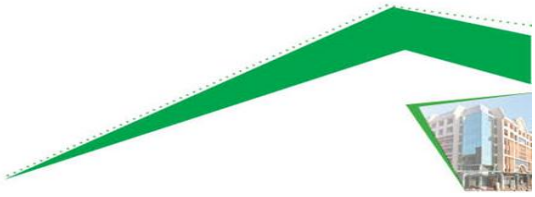
5. The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:

a. undergoes health and safety instruction pertaining to the hazards prevalent on the site; an
b. is provided with the necessary personal protective equipment.

6. The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:

a. unauthorized entrance prohibited;
b. signage to indicate what personal protective equipment is to be worn; and
c. activity related signs.

7. The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.



8. SCOPE OF WORK

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

i) Construction, erecting, alteration, renovations, refurbishment, repairs, demolishing or dismantling of building and structures.
a)Site clearance

b)Site hoarding, demarcation and demolition works

c) excavations, filling, compaction, evening surface

d) Piling (by drilling, excavating,)

9. PREPARING A HEALTH & SAFETY PLAN

(a) The level of detail required for a H&S plan will depend on how complex the workplace is (in particular, the number of contractors at the workplace at any one time) and the risks involved in the work. The plan must be easily accessible in a construction site and it must be clearly understood by management, supervisors & workers on construction site.

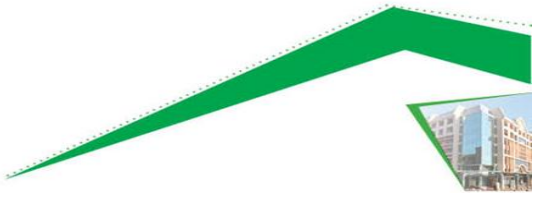
(b) The plan must be implemented, maintained and kept up to date during the construction of the project.

(c) The principal contractor should prepare a H&S plan that includes;

□ project information;
□ client requirements for H&S management on the project;
Environmental restrictions and existing on-site risks arrangements, imposed by others or developed by the principal contractor, to control significant site H&S risks;

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

(e) The H&S plan should also include information on:
□ the provision and maintenance of a hazardous chemicals register, safety data sheets and hazardous chemicals storage;
□ the safe use and storage of plant;



□ the development of a construction project traffic management plan;
□ obtaining and providing essential services information – electrical, gas, telecom, water and similar services;
□ workplace security and public safety; and
□ ensuring workers have appropriate licences and training to undertake the construction work.
(f) The H&S plan must contain:
□ a general description of the type of work activities involved in the project and not just a description of the facility to be constructed;
□ the project program or schedule details, including start and finish dates, showing principal activities;
□ details of client, design team, principal contractor, subcontractors, and major suppliers; and
□ extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

10. HEALTH AND SAFETY FILE

a) The H&S file is a document prepared by the principal contractor containing important project H&S information for use by the owner of the completed structure after construction has been completed.

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

d) The contractor must ensure that the client's format and layout of the H&S file is adhered to. The contractor must identify the responsible person that will prepare the H&S file and who will be responsible for the drafting of as-built drawings. The contractor must establish procedures:

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

f) The contractor shall establish and maintain on site a health and safety file which contains copies, as relevant of:
the following documents which shall be placed in the file prior to commencing with physical construction activities:
□ copy of the contraction work permit issued in terms of the Construction Regulations 2014;
□ the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;
□ copies of all risk assessments that were conducted.
□ the letters of appointment, as relevant, together with a brief curricula vita (CV) of:
— the construction manager and any assistant construction managers;
— the construction health and safety manager
— the construction health and safety officer
— the risk assessor who is tasked to perform the risk assessments; and

— the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;
— the authorised persons responsible for gas appliances, gas system gas reticulation system covered by the Pressure Equipment Regulations;

g) a copy of the certificate of registration of the registered person responsible for the electrical installation covered by the Electrical Installations Regulations;

h) the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations;

i) proof of registration of the electrical contractor who undertakes the electrical installation in terms of the Electrical Installations Regulations;

j) the preliminary hazard identification undertaken by a competent person;

k) the organogram which outlines the roles of the construction supervisor's assistants and safety officers; and

l) the contractor's health and safety plan;

m) the emergency procedures;

n) the procedure for the issuing and replacement of lost, stolen, worn or damaged personal protective clothing and equipment; and

o) proof that the contractor and all the subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;

p) the following documents, as relevant, which shall be placed in the file after construction activities have commenced;

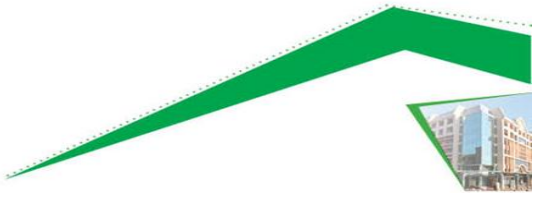
q) the letters of appointments, if relevant, together with a brief curricula vita (CV) of:
— persons who are required to assist the construction supervisor;
— construction supervisor for the site in respect of construction work covered by the Construction Regulations;
— competent persons;
— assistants of construction supervisor; and
— designers of temporary works;

r) any revisions to the organogram which outlines the roles of the construction supervisor's assistants and safety officers;

s) each and every subcontract agreement and each and every subcontractor's approved health and safety plan;

t) proof that every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer relevant to the type of work performed;

u) proof of all subcontractor's induction training whenever it is conducted;



v) copies of the minutes of the contractor's subcontractor's health and safety meetings;

w) copies of each of the contractor's subcontractors' health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor;

x) the health and safety plans of all the contractor's subcontractors who are required to provide such plans;

y) copies of the fall protection plan and each revision thereof;

z) a comprehensive and updated list of all the subcontractors employed on site by the contractor, indicating the type of work being performed by such sub-contractors;

aa) the outcomes of the monthly audits for compliance with the approved health and safety plan of each and every sub-contractor working on the site;

bb) any report made to an inspector by the health and safety committee;

cc) the minutes of all health and safety meetings and any recommendations made to the contractor by the health and safety committee;

dd) the findings of all audit reports made regarding the implementation of the contractor's or a subcontractor's health and safety plan;

ee) the inputs of the safety officer, if any, into the health and safety plan;

ff) details of induction training conducted whenever it is conducted including the list of attendees;

gg) proof of the following where suspended platforms are used:
— a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist;
— proof of competency of erectors, operators and inspectors;

— proof of compliance of operational design calculations with requirements of the system design certificate;
— proof of performance test results;
— sketches indicating the completed system with the operational loading capacity of the platform;
— procedures for and records of inspections having been carried out;
— procedures for and records of maintenance work having been carried out;
— proof that the prescribed documentation has been forwarded to the provincial director;

hh) letters of appointments for competent persons to supervise the activities which law requires to be so supervised;

ii) a copy of risk assessments made by competent persons;

jj) records of the register of inspections made by a competent person immediately before and during the placement of concrete or any other load on formwork;

kk) the names of the first aiders on site and copies of the first aid certificates of competency;

ll) the names of the persons the persons who are in possession of valid certificate of competency in first aid and copies of such certificates;

mm) medical certificates of fitness for the contractor's and subcontractors' employees specific to the construction work to be performed and issued by an occupational health and safety practitioner:

a. details of all incidents together with the Contractor's investigative report on such incident;
b. the record of inspections carried out by the designers of structures to ensure compliance with designs; and

nn) any other documentation required in terms of regulations issued in terms of the Act including a record of all drawings, designs, materials used and other similar information concerning the completed structure;

oo) The health and safety file shall be made available for inspection by any inspector, subcontractor, the contract manager, the employer's health and safety agent or employee of the contractor upon the request of such persons.

pp) The health and safety file shall be updated to ensure that its contents always reflect the latest available information.

qq) The contractor shall hand over a copy of the health and safety file to the employer's health and safety agent upon completion of the contract and if relevant, a certificate of compliance accompanied by a test report for the electrical installation in accordance with the provisions of the Electrical Installation Regulations.

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

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

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

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.
The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

11.1.1 Monthly Audit by Client and/or its H&S Agent.

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

a) **A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the**

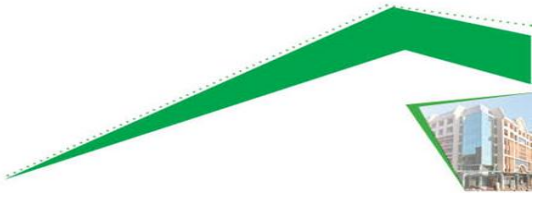
minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

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

OR where:
a major incident occurred
i. the health or safety of any person was endangered
ii. where a dangerous substance was spilled
iii. the uncontrolled release of any substance under pressure took place
iv. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
v. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.
b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.
c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly "SHE Risk Management Report".
d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.
The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)
e) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)
f) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.
g) The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.
h) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.
Determine the underlying H&S deficiencies and other contributory factors
Identification of corrective/preventative actions and continual improvement
Communicating the outcome/results and documenting the events of the investigation.

Reporting Of Near-Misses

Department of Public Works & Infrastructure views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.



Department of Public Works & Infrastructure retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

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

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

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

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

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

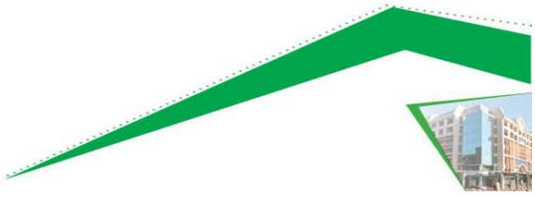
12.1.1 Appointment of Health & Safety Representatives

a) H&S Representatives('SHE – Reps')

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

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

The contractor shall appoint in writing one health and safety representative for every 50 employees working on the site, whenever there are more than 20 employees on the site, to:



□ conduct at least a weekly inspection of their respective areas of responsibility using a checklist developed by a Principal Contractor.
□ review the effectiveness of health and safety measures;
□ identify potential hazards and potential major incidents;
□ in collaboration with his employer, examine the causes of incidents;
□ investigate complaints by any employee of the contractor relating to that employee's health or safety on the site;
□ make representations to the contractor on matters arising from a), b), c) or d) or on general matters affecting the health or safety of the employees at the workplace;
□ inspect the site with a view to, the health and safety of employees, at regular intervals;
□ participate in consultations with inspectors at the workplace and accompany inspectors on inspections of the workplace; and
□ participate in any internal health or safety audit.

The report must be consolidated and submitted to the Health & Safety Committee.
H&S Representatives must form part of the incident/accident investigating team.
The contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established above.

12.1.3 Establishment of H&S Committee(s)

□ The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.

□ The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

□ The H&S Committee must meet minimum monthly and consider, at least, an agreed Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures.

12.1.4 Training & Awareness
The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.
a) Training & Induction
All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.
All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance.
All employees of the Principal and other Contractors must be in possession of proof of General Induction training
b) Site Specific Induction Training
All employees of the Principal and other Contractors must be in possession of Site Specific Occupational Health and Safety Induction or other qualifying training.
c) Other Training
All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

d) Copy of the Act
The contractor shall ensure that a copy of the Act and relevant regulations is available on site for inspection by any person engaged in any activity on the site.

13. PROJECT/SITE SPECIFIC REQUIREMENTS

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

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

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

Administrative & Legal Requirements
(a) OHS Act Section/ (b) Regulation c) Subject (1) Requirements
Construction. Regulation Notice of carrying out Construction work

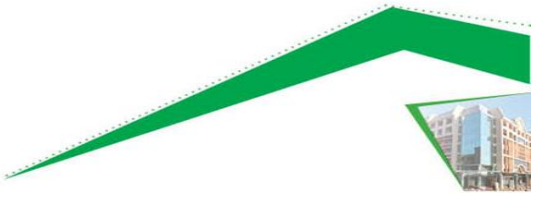
□ Department of Labour notified
□ Copy of Notice available on Site

General Admin. Regulation 4
Copy of OH&S Act (Act 85 of 1993)
□ Updated copy of Act & Regulations on site.
□ Readily available for perusal by employees.

COID Act Section 80
Registration with Compensation Insurer.
□ Written proof of registration/Letter of good standing available on Site

Construction. Regulation 4 & 5(1)
H&S Specification & Programme
□ H&S Spec received from Client and/or its Agent on its behalf
□ OH&S programme developed & Updated regularly

Section 8(2)(d)
Construction. Regulation 7



Hazard Identification & Risk Assessment
□ Hazard Identification carried out/Recorded
□ Risk Assessment and – Plan drawn up/Updated
□ RA Plan available on Site
□ Employees/Sub-Contractors informed/trained

Section 16(2)
Assigned duties (Managers)
□ Responsibility of complying with the OH&S Act assigned to other person/s by CEO.

Construction. Regulation 6(1)
Designation of Person Responsible on Site
□ Competent person appointed in writing as
□ Construction Supervisor with job description

Construction. Regulation 6(2)
Designation of Assistant for above
□ Competent person appointed in writing as

□ Assistant Construction Supervisor with job description
Section 17 & 18
General Administrative Regulations 6 & 7
Designation of Health & Safety Representatives

□ More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof.

□ Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7

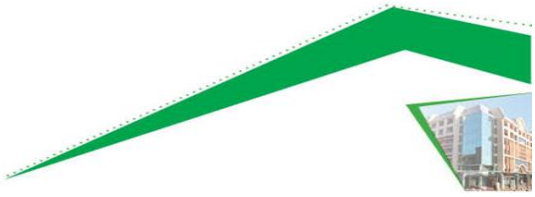
□ Meaningful H&S Rep. reports.

□ Reports actioned by Management.
Section 19 & 20
General Administrative Regulations 5
Health & Safety Committee/s

□ H&S Committee/s established.
□ All H&S Reps shall be members of H&S Committees
□ Additional members are appointed in writing.
□ Meetings held monthly, Minutes kept.
□ Actioned by Management.

Section 37(1) & (2)
Agreement with Mandatories/
(Sub-)Contractors
□ Written agreement with (Sub-)Contractors
□ List of SubContractors displayed.

□ Proof of Registration with Compensation Insurer/Letter of Good Standing
□ Construction Supervisor designated



□ Written arrangements re.
□ H&S Reps & H&S Committee
□ Written arrangements re. First Aid
Section 24 &
General Admin. Regulation 8
COID Act Sect.38, 39 & 41
Reporting of Incidents
(Dept. of Labour)

□ Incident Reporting Procedure displayed.
□ All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1)(WCL 1 or 2) and to the Client and/or its Agent on its behalf
□ Cases of Occupational Disease Reported
□ Copies of Reports available on Site
□ Record of First Aid injuries kept
General Admin. Regulation 9
Investigation and Recording of Incidents

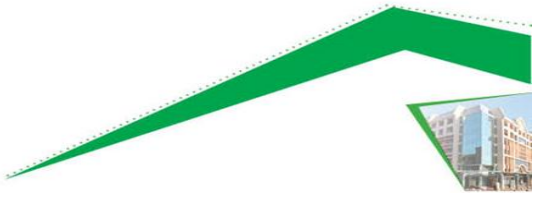
□ All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing.
□ Copies of Reports (Annexure 1) available on Site
□ Tabled at H&S Committee meeting
□ Action taken by Site Management.
Construction. Regulation 8
Fall Prevention & Protection

□ Competent person appointed to draw up the Fall Protection Plan
□ Proof of appointees competence available on Site
□ Risk Assessment carried out for work at heights
□ Fall Protection Plan drawn up/updated
□ Available on Site
Construction. Regulation
Driven Machinery Regulations 18 & 19
Cranes & Lifting Machines Equipment

□ Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment
□ Written Proof of Competence of above appointee available on Site.
□ Cranes & Lifting tackle identified/numbered
□ Register kept for Lifting Tackle
□ Log Book kept for each individual Crane
□ Inspection: - All cranes - daily by operator
- Tower Crane/s - after erection/6monthly
- Other cranes - annually by comp. person
□ - Lifting tackle(slings/ropes/chain slings etc.) - daily or before every new application

General Safety Regulation 8(1)(a)
Designation of Stacking & Storage Supervisor.

□ Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage



□ Written Proof of Competence of above appointee available on Site

Construction. Regulation Environmental Regulation 9
Designation of a Person to Co-ordinate Emergency Planning And Fire Protection

□ Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures
□ Emergency Evacuation Plan developed:
□ Drilled/Practiced
□ Plan & Records of Drills/Practices available on Site
□ Fire Risk Assessment carried out
□ All Fire Extinguishing Equipment identified and on register.
□ Inspected weekly. Inspection Register kept

□ Serviced annually
General Safety Regulation 3
First Aid

□ Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)

□ First Aid freely available

□ Equipment as per the list in the OH&S Act.

□ One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)

□ List of First Aid Officials and Certificates

□ Name of person/s in charge of First Aid box/es displayed.

□ Location of First Aid box/es clearly indicated.

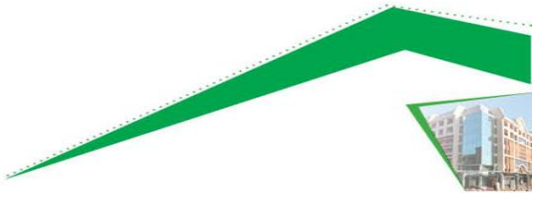
□ Signs instructing employees to report all

□ Injuries/illness including first aid injuries

General Safety Regulation 2
Personal Safety Equipment (PSE)

□ PSE Risk Assessment carried out
□ Items of PSE prescribed/use enforced
□ Records of Issue kept
□ Undertaking by Employee to use/wear PSE
□ PSE remain property of Employer, not to be removed from premises GSR 2(4)

General Safety Regulation 9



Inspection & Use of Welding/Flame Cutting Equipment

□ Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment
□ Written Proof of Competence of above appointee available on Site
□ All new vessels checked for leaks, leaking vessels NOT taken into stock but returned to supplier immediately
□ Equipment identified/numbered and entered into a register
□ Equipment inspected weekly. Inspection Register kept

□ Separate, purpose made storage available for full and empty vessels

General Safety Regulation 13A
Inspection of Ladders
□ Competent person appointed in writing to inspect Ladders
□ Ladders inspected at arrival on site and weekly thereafter. Inspections register kept
□ Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B
Ramps
□ Competent person appointed in writing to supervise the erection & inspection of Ramps. Inspection register kept.
□ Daily inspected and noted in register

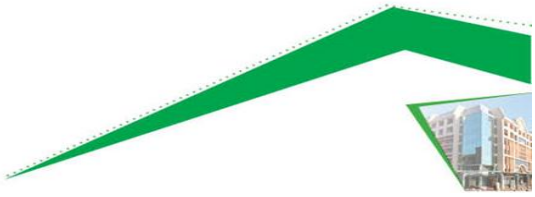
15. <u>THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES</u>

i. General

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

ii. Personal protective equipment and clothing

The contractor shall ensure that:
□ all workers are issued with the necessary personal protective clothing;
□ all workers are identifiable at all times by having the company for which they work for printed on the back or front of their overalls; and



clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

iii. Competent persons

The Principal contractor and other contractors shall appoint in writing competent persons to supervise or inspect, as relevant, any of the following:

formwork and support work operations;
excavation work;
demolition work;
material hoists;
temporary electrical installations;
the stacking and storage of articles on the site; and
fire equipment.

The contractor shall appoint in writing competent persons to:

induct employees in health and safety; and
prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

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

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

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

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

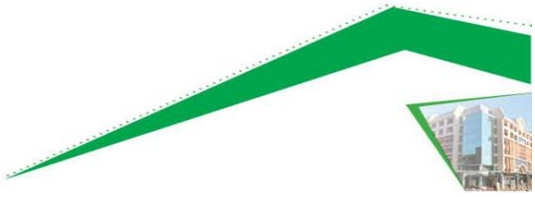
This list must not be taken to be exclusive or exhaustive! All of the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety

File and will be made available at any time when required by the client or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

i. Legal Framework

Part of legal obligations



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

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

a) create and maintain as reasonably practicable a safe and healthy work environment,
b) execute the work in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring;
c) conspicuously display any site specific number assigned to the construction site in terms of the Construction Regulations 2014 at the main entrance to the site; and
d) respond to the notices issued by the employer's health and safety agent as follows:
□ Improvement Notice: improve health and safety performance over time so that repeat notices are not issued;
□ Contravention Notice: rectify contravention as soon as possible;

Prohibition Notice: terminate affected activities with immediate effect and only recommence activities when it is safe to do so

Note: Financial penalties can be applied should Contravention Notices be issued. This should be dealt under the sub heading "NON-CONFORMANCES" in the same document.

19. HOUSE KEEPING

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

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

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

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

20. FACILITIES

The site establishment plan shall make provision for:

a) Dining room facilities

The contractor shall make provision for adequate dining room facilities for his employees on site.
b) Change rooms
The contractor shall make provision for adequate change rooms for his employees on site.

c) Ablution facilities
The contractor shall make provision for adequate ablution facilities for his employees on site.
These facilities shall be maintained by the contractor.

d) Smoking Areas
Designated smoking areas shall be established by Department of Public Works.

e) Drinking Water Facilities
The provision of drinking water facilities shall be negotiated between the Contractor and Department of Public Works &Infrastructure
f) Equipment Compliance Certificates

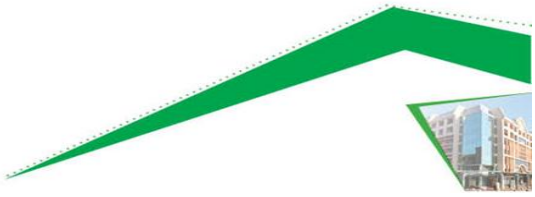
Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:
i.lifting equipment and lifting tackle
ii.power driven machinery
iii.electrical equipment
iv.testing and monitoring equipment
g) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the Department of Public Works & Infrastructure Project Manager.
The contractors' barricading standard shall be included in the Health and Safety Plan.
Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

h) Erection of Structures for Logistic Support

Prior to site establishment Department of Public Works & Infrastructure shall approve the contractor's site plan.
Department of Public Works & Infrastructure shall approve all structures erected for logistical support by the contractor. These structures include fences, workshops, tool sheds, offices, ablution facilities, etc.

i) Salvage Yard Management
Depending on the site specific arrangements and procedures, Department of Public Works Infrastructure may provide the salvage yard and the resources to manage it.
The salvage yard management shall conform to safety, health and environmental requirements. The contractors are required to move the equipment from the place of work to the salvage yard.



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

k) Hazardous Chemical Substances Waste Removal
The contractor shall provide adequately marked and sealable containers to transport the hazardous chemical waste from the source to the approved local municipality disposal point.

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

21. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.
Physical/ELECTRICAL lock-out systems shall be part of the safety system and included in training.
Lockouts shall be tagged and the system tested before commencing with any work or repairs.

22. IMPORTANT LISTS AND RECORDS TO BE KEPT

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

1.

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

a) Contractor Risk Assessment Process

The risk assessment process shall include:

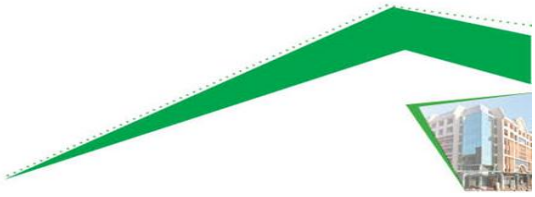
1) an evaluation of the method of the work to be conducted

2.

the method statement on the procedure to be followed in performing the task shall be developed

3.

the risk assessment will also include activities like:
i. Transportation of passengers and goods to and from site
ii. Site establishment



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

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.
b) Risk Profile
All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.
c) Risk Based Inspection Program
The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

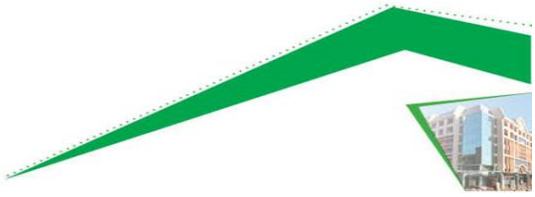
22. MEASUREMENT AND PAYMENT

The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

24. NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.
Minor:
Penalty: R50/count
Medium:
Penalty: R500/count and a non-conformance
Severe
Penalty: R5000/count, a non-conformance and/or activity stoppage
Non-use of PPE supplied
Toilets not supplied or regularly serviced; lack of drinking water
Contractors working without Health and Safety Plan approval
Non completion of registers for plant and equipment on site
Contractors not audited

Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas
Working without training or the appropriate, approved H&S method statements
Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections
Legal non-conformances identified during the previous audit and not addressed within the agreed time frame
Non-compliance with traffic accommodation requirements: layout or physical conditions



No monthly OHS report at site meeting to report on
Any serious breach of legal requirements
No certificates of fitness for workers as required
Working without approved method statements

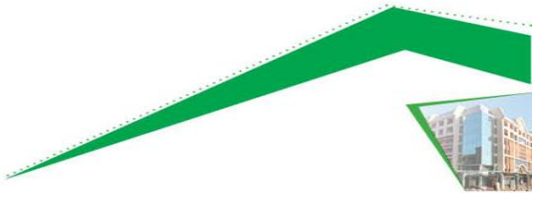
4.8 Failure to Comply with Provisions
Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:
(i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the H&S Specification.
(ii) In addition a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Client's representative. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.
The payment items for Occupational Health & Safety are contained in the Bill of Quantities. The same rules are applicable in respect of the pricing of these items as for every other payment item. Attention is drawn to the Pricing Instructions in this document.

25. <u>INSPECTIONS, FORMAL ENQUIRES AND INCIDENTS</u>

1. The contractor shall inform the relevant safety representative:
i. beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
ii. as soon as reasonably practicable of the occurrence of an incident on the site.
2. The contractor shall record all incidents and notify the employer's health and safety agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector of the department of labour and notify the Provincial Director of the Department of Labour of such incident within 7 days on the prescribed form.
3. The contractor shall investigate all incidents and issue the employer's health and safety agent with copies of such investigations.
4. The contractor shall in the event of an incident in which a person dies, or is injured to such an extent that he is likely to die, or suffered the loss of a limb or part of a limb:
i. notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication;

ii. ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger;
iii. and provide the Provincial Director of the Department of Labour with a report which includes the measures that the contractor or his subcontractor intend to implement to ensure a safe site as reasonably practicable.

4. **The contractor shall notify the Provincial Director of the Department of Labour of the death of any person which results from injuries sustained in an incident.**



24. EMERGENCY PROCEDURES

The contractor shall submit for acceptance to the employer's health and safety agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:
- **identifies the key personnel who are to be notified of any emergency;**
- **sets out details including contact particulars of available emergency services; and**
- **the actions or steps which are to be taken during an emergency.**

The contractor shall within 24 hours of an emergency taking place notify the Project Manager in writing of the emergency and briefly outline what happened and how it was dealt with.

IMPORTANT CONTACT DETIALS
(FOR HEALTH & SAFETY ASPECTS ONLY)
The contractor is to add all the important contact information about essentials services, support and assistance.

SERVICE NUMBER CONTACT PERSON
ADD OTHER IMPORTANT HEALTH & SAFETY CONTACT DETAILS AS MAY BE FOUND NECESSARY.

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

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

SECTION 37(2) AGREEMENTS

CONCLUDED BETWEEN
DEPARTMENT OF PUBLIC WORKS & Infrastructure
(Hereinafter referred to as Department of Public Works & Infrastructure)

AND

…….
(Name of Principal contractor)

I, ……..[(name) representing the

Principal Contractor , do hereby acknowledge that …….... [insert

name of contractor] is an employer in his/her own right, with duties as prescribed in the Occupational Health

and Safety Act No. 85 of 1993 ("the Act"), as amended, and agree to ensure that all work will be performed and/or machinery or plant used in accordance with the provisions of the Act.

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

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

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

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

This agreement is signed on behalf of the parties, each signatory to this warranting that he/she has the requisite authority to do so.
Signed this …….. day of ……..……..... 20 …… at

……..…… (Place)

(Full name)…… (Signature) ……on

behalf of …….. (Principal Contractor/Agent)

Behalf of Department of Public Works.
(Contracts and/or Project Manager or Department of Public Works & Infrastructure representative)
Witnesses
1. ……...

2. ……

PROJECT:……

……. (full name AND site address of project and full or proper description of project)

Project title:	**PROJECT TITLE: TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
SCMU number:	SCMU5-26/27-0013-AMR INF

2.1 Registration as an Electrician Contractor

Bidder must attach certified copy of a valid wireman's licence or a certified copy of a valid recognised electrician trade tested certificate and an ID copy of a technician who is going to carry out the work.

Bidder must complete the following questionnaire and submit it with this tender.

a) Does the contractor have a registered technician?

YES/NO

Registration No: .....
Date of issue: …..

b) Has the contractor been registered with the Department of Manpower?

i) Registered for Workmen's Compensation for Occupational Injuries and Diseases Act

YES/NO

Registration No: .....
Date of issue: …..

ii) The Unemployment Insurance Commissioner YES/NO
Registration No : ……..
Date of issue: ……

I/We certify that the above information is correct
Signature: ...
Name of Signatory: ….
Name of Firm Represented: .....
Address: ……
……
Date: …….

NOTE: **IN TERMS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT FAILURE TO COMPLY WITH THIS CLAUSE OF THE SPECIFICATION MAY RESULT IN**

DISQUALIFICATION AND REJECTION OF THE TENDER or CANCELLATION OF THE CONTRACT.

Project title:	**PROJECT TITLE: TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
SCMU number:	SCMU5-26/27-0013-AMR INF

2.2 DETAILS OF THE ELECTRICIAN

I/We certify that ..... is a valid wireman's licence or a trade tested Electrician certificate holder in terms of the Occupational Health and Safety Act (Act 85 1994 and is permanently employed by my/our company trading as:

.....

.....

I/We further certify that the abovementioned person will be appointed as the responsible person in charge of the installation, which person shall personally supervise the whole of the electrical works as tendered for from inception to completion inclusive of signing all commencement/completion/ cost certificates necessary as part of the Works.

I/We further certify that I am/We are fully aware of the provisions of the Occupational Health and Safety Act (Act 85 1994), and that my/our company is trading as a registered fire protection installation organisation.

SIGNATURE OF TENDERER	……..	**SIGNATURE OF THE ELECTRICIAN**	…….
REGISTRATION NUMBER OF THE ELECTRICIAN	…….	**DATE**	……..
COMPANY STAMP			

Project title:	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
SCMU number:	SCMU5-26/27-0013-AMR INF

2.3 SCHEDULE OF MATERIALS & EQUIPMENT OFFERED

Bidders shall complete the following schedule of materials and equipment offered and undertakes that the actual materials and equipment installed shall be in accordance with this schedule. Enter N/A if not applicable for that particular item / installation.

Bidders are to take note that if the material offered is not to specification, this may lead to the bid being disqualified.

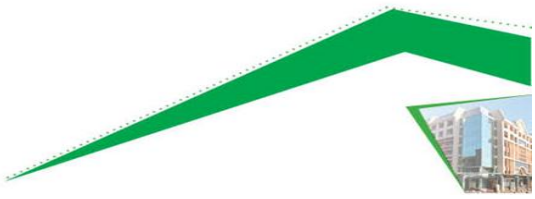
NOTE : Tenderers are to note that under no circumstances may materials be installed other than offered in the above materials schedule, which has been approved and accepted by the Contractor.

Should the successful tenderer wish to supply materials other than those originally offered, prior written approval must be obtained from the Contractor before any orders are placed.

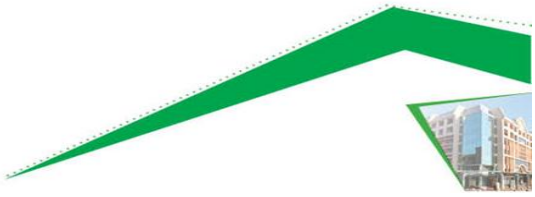
A. …….....
……..

Col.	1	2	3	4	5
I. Item	**II. Item**	**III. Make or Trade Name**	**Material to Spec? (Give details if not)**	**SABS Mark Y/N**	**Country of Origin**
1.0	Material				

B. ***NAME OF TENDERER***
TENDERER'S SIGNATURE



SPECIFICATIONS AND SCOPE OF WORKS



TECHNICAL SPECIFICATON

1. STANDARD CONDITIONS OF CONTRACT
2. KNOWLEDGE
3. BID DOCUMENT
4. LEGAL REQUIREMENTS
5. WARRANTY
6. SITE
7. CONTRACT PERIOD
8. MAKING GOOD TO TRADES
9. PENALTY FOR DELAY
10. SUMMARY OF SCOPE OF WORK
11. SUPERVISION
12. SAMPLES AND AND ALTERNATIVES
13. SERVICE PERSONNEL AND PREMISES
14. NOTIFICATION TO MOVE ON SITE
15. INSPECTION AND REPORTS
16. TRAVELLING
17. HEALTH AND SAFETY
18. SERVICING PROCEDURES

DETAILED TECHNICAL SPECIFICATION

ELECTRICAL INSTALLATION

1. STANDARD CONDITIONS OF CONTRACT

1.1 The Supply Chain Management Policy of the Department, shall apply to this contract.

Note: The contract sum does not constitute a single project. Rather it would be made up of individual ADHOC incidents. Expenditure of the full contract sum is not guaranteed.

2. KNOWLEDGE

2.1. This specification is for servicing, maintenance, repair and replacement of electrical installation to facilities used by the Department of Public Works and Infrastructure in the Buffalo City Metro and Amathole Districts of Social Department.

2.2 It is important to note that this is a term tender and no items, quantities or materials are specified. Once a contractor is appointed thorough inspection can be done to determine repair/maintenance work to be done. Work instructions will be issued by the Department of Public Works and Infrastructure official managing the contract and the relevant department will issue a works order prior to commencement of work.

2.3 All the work to be carried out by a registered Electrical Contractor. Registration Certificates of the person who is going to carry out the work must be attached.

2.4 The Electrical equipment repaired, maintained, serviced, supplied and installed shall be complete and functional and shall be as a minimum according to the specification, the latest revisions of the following standards and specifications as well as the standards and specifications referenced in the documents listed below:

i) Department of Public Works and Infrastructure standard specification for electrical installation is available from National Public Works website.

ii) SANS 10400: The Application of the National Building Regulations.

iii) Occupational Health and Safety Act and Regulations

iv) Department of Public Works and Infrastructure specification PW371: Specification of Materials and Methods to be used and is available from National Public Works website.

v) SANS 10142: The Wiring of Premises Part 1: Low Voltage Installations

All other relevant specifications, standards and documents whether referenced in the above documents or not.

Any conflicting information must be referred to the electrical inspector/ technician for clarification.

2.5 The equipment to be serviced, maintained, repaired, supplied and installed is intended for use on a daily basis.

2.6 The appointed contractor to service, repair, maintain, supply and install shall be responsible for the proper and safe functioning of the installations and any claim on the grounds of want of knowledge will not be entertained.

2.7 It is compulsory that bidders acquaint themselves with the content of all the above and indirectly referenced Standards and specifications. No additional costs shall be entertained as a result of bidders not taking note of the above referenced documents.

3. BID DOCUMENT

3.1 All documents submitted must be clearly marked, without alterations and no pages may be removed.

3.2 The successful tenderer shall be bound by his scheduled rates for a period of twenty four (24) months from the commencement date of the contract. No further adjustment will be entertained.

3.3 All items in the attached Schedule of Rates must be priced. Where an unpriced item has been allowed to stand, the bid will be regarded as invalid.

3.4 The Department retains the right to have work executed for which no schedule rates exist: rates for such work shall be calculated on the cost of materials used (invoice to be supplied) plus the contractor's percentage mark-up as indicated in the schedule of rates. The labour

cost shall be as indicated in the schedule of rates, transport costs as per the schedule of rates, and to the total 15% VAT shall be added. The above shall include supervision, administration and all other overhead costs and profit. The total thus arrived at shall be the total amount recoverable by the contractor for performing such work. Supporting vouchers showing the time spent and materials used and distance travelled in respect of completed work must be submitted to this office within 30 days from the date of completion of the service.

3.5 Provisional quantities are placed against each item in the attached schedule of rates to enable the representative to evaluate these tenders. Tenderers' attention is drawn to the fact that the totals arrived at on the summary page is in no way indicative of the amount of work to be performed over the one-year term of this contract.

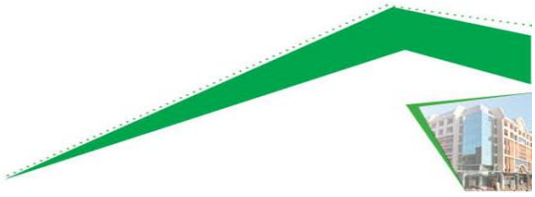
3.6 All items in the schedule of rates to be priced extended and totalled in black ink.

3.7 The tenderer hereby offers to provide all the labour, workmanship, transport and equipment and to do everything necessary in and for the entire completion of the work and service during the one-year term and in the area stated for the sum tendered against the relative items in the attached priced schedule of rates to the entire satisfaction of the Department of Public Works and according to the attached standards.

4. LEGAL REQUIREMENTS

4.1 During the supply, installation and commissioning all work shall be carried out according to the requirements of the Occupational Health and Safety Act and regulations and the health and safety plan. After completion each site/building/ shall comply to all the fire safety requirements as specified in the Occupational Health and Safety Act and regulations as well as the national building regulations as per SANS 10400 and with professional conduct and industry norms.

4.2 All registration certificates, written local authority approvals, test certificates and certificate of compliance shall be submitted to the Department of Public Works and Infrastructure before the installation will be accepted for first delivery.



5. WARRANTY

5.1 The contractor is to guarantee any item, plant, equipment and accessories repaired, serviced, maintained or supplied and installed for a period of (twelve months for new installations and any reasonable period for the repairs) against any latent or obvious defects and non-conformance from date of completion and certification of the annual service and/or installation. Any such defects and/or failure that may occur or become evident during the guarantee period shall be rectified within twenty four (24) hours after being notified of the occurrence of the defect. If the nature of the defect is such that it cannot be rectified within 24 hours, the repair time shall be mutually agreed between DPWI and the appointed contractor. In the event that such failure and/or defect constitute a threat to the health and safety of the user and/or occupants, the contractor shall take ***immediate*** steps to rectify the fault. The contractor shall also submit to the Department of Public Works and Infrastructure a full report describing the nature of failure, cause of failure and possible methods to prevent failure in the future.

5.2 In the event that the contractor does not attend to such defects after being notified, the Department and/or user reserve the right to effect the rectification of the defect and recover the costs thus incurred from the contractor.

6. SITE

6.1 The facilities is listed in Annexure “A” of the Schedule.

6.2 The buildings, sites and facilities are in use on a daily basis, safety precautions shall be taken to prevent injury or death and the possibility of damaging any nearby buildings and/or vehicles. Any disruptions and/or disturbances at the various facilities shall be kept to a minimum.

6.3 Buildings are not occupied continuously. Work must therefore be coordinated to ensure user attendance during executing the work.

6.4 Access to buildings shall only be by appointment and under supervision of the relevant DPWI official responsible person for managing this contract. Ad-hoc access and general loitering by contractor’s staff will not be tolerated.

6.5 All contractor employees must wear identification tags and be properly dressed with PPE.

7. CONTRACT PERIOD

7.1 The repair, maintenance, servicing, supply and installation of all electrical equipment shall be done over a period of **24 months,** excluding the guarantee period. Commencing from the date of award or the signing of contract until the expiry of contract or the value budgeted for the works has been depleted – whichever event occurs first.

7.2 The work shall be dedicated to the annual servicing, ad-hoc repairs, general repairs, maintenance and maintaining compliance of fire safety equipment and associated services.

7.3 Work instructions shall be issued to the contractor listing the buildings and work to be performed.

8. MAKING GOOD TO TRADES AND CLEARING SITE

8.1 After completion of any work all trades shall be made good and left in a clean and neat condition. All painting and making good processes shall be done according to the relevant SANS document as well as the list of standards mentioned in this document. Re-painting of building walls etc. shall be included and any new color must match the existing color of the surface to be repaired. Any preparation work shall be inspected and approved by DPWI before commencement of the final making good action. Painting in patches will not be accepted. Any paint repairs must be done to a complete panel and not only a small patch that was damaged. All packaging material, rubble, blasting material, crates and items used for commissioning shall be removed from the site and disposed of in a correct and legal manner.

9. PENALTY FOR DELAY

For the works as a whole:

The date for practical completion shall be two (2) year from the commencement date.

Due to the nature of this contract, it will be difficult to impose penalties for non-compliance; under-compliance or poor performance by the awarded contractor and therefore should any of the above occur, it shall be regarded as a breach of contract and the Department shall be entitled to terminate this Agreement after it had notified the contractor about the breach contract in writing.

Should the contractor breach any provision of the Contract Agreement and fail to remedy such breach within seven (07) days of receipt of written notice from the Department, the Department shall be entitled to cancel the contract agreement by giving written notice to that effect to the contractor. Such cancellation shall be without prejudice to any other remedies the Department may have in terms of common law pursuant to such breach and termination. The Department shall not be precluded from claiming damages from the contractor, should damages be suffered by the Department or any third party as a result of any conduct on the part of the contractor.

10. SUMMARY OF SCOPE OF WORK

10.1 This specification is for the systematic annual servicing, maintenance, general and ad-hock repair and replacement of electrical installation of various facilities used by Department of Social Department: Buffalo City Metro and Amathole District areas.

10.2 The electrical installation mainly consists of the following:

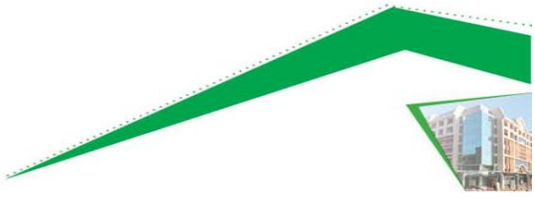
- Distribution boards
- Luminaires
- Light switches
- Photocells
- Power outlets and fixed appliances
- Earthing, bonding and lightning protection
- Area lighting
- Security lighting

The following main actions and requirements are included in the scope of work:

10.4 Ensure all facilities and buildings comply with all the health and safety requirements as per SANS 10142.

10.5 Report any additional repairs and shortcomings to electrical installation not previously listed but required to ensure compliance.

10.6 Repair electrical installation on an ad-hoc basis as and when instructed by the designated representative from DPWI



10.7 Provide a health and safety plan for approval complete with all the requirements of the OHS Act and this specification.

10.10 Provide all safety notices, health and safety plan and safety equipment.

10.11 Prepare a fire equipment asset register with serial numbers, sizes, service and test dates for inclusion in a database for use as an asset register.

10.12 Repair or replace all damaged, loose or missing escape and appliance signage in accordance with the agreed schedule.

10.13 Allow for the use of specialist contractors to repair, service and/or replace lightning protection, pressure test cables and infrared scanning.

Bidders take cognizance and make allowance for the fact that continuity and sequence of work is likely to occur but cannot be guaranteed. Claims arising from such instances will not be entertained.

11. SUPERVISION

11.1 The work shall at all time, for the duration of the contract be carried out under the supervision of a competent representative of the contractor.

All electrical work shall be performed by registered or licensed staff of the Contractor, as required by legal statute. Copies of registration or license documents shall be submitted at the beginning of this contract. Electrical testers for single phase do not comply with this requirement. Registered electrician and suitably skilled personnel shall be available to carry out any emergency repair work on a 24-hour basis including week-ends and public holidays.

Any repair/maintenance and servicing done by a non-registered person shall be regarded as incomplete and therefore not paid for.

12. SAMPLES AND ALTERNATIVES

12.1 All material used shall comply with the relevant SANS documents. DPWI reserves the right to specify the equipment and or materials utilised in the works. No alternatives to equipment

and or materials are to be used unless written approval is obtained from the designated DPWI official.

12.2 All materials used and installed to be SABS approved and clearly marked as such.

13. SERVICE PERSONNEL AND REGISTERED PREMISES

13.1 Servicemen has to have acceptable qualifications and experience to carry out the servicing and repairs to the electrical installation in terms of SANS 10142. Any repair/maintenance and servicing done by a non-registered shall be regarded as incomplete and therefore not paid for.

Original certificates of compliance to be issued for new installations.

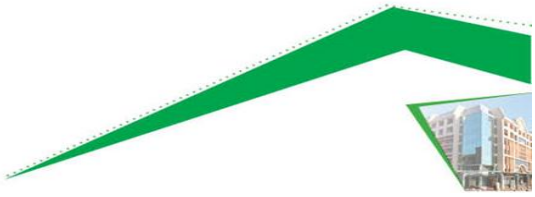
13.2 Scheduled servicing and repair personnel and vehicles shall be made available according to requirements of the servicing schedules and repair orders to be issued by DPWI as well as for the travelling time requirements that:-

- No scheduled service shall be carried out later than 14 days after the due date indicated on the service schedule.

All repairs which are not classified as emergency repairs shall be carried out within 72 hours after being instructed by DPWI.

14 NOTIFICATION TO MOVE ON SITE

14.1 The contractor shall notify the relevant department timeously when equipment is scheduled to be serviced, repaired or maintained, giving the approximate date and time when the service, repair or maintenance due and the anticipated duration of the service or repair to be carried out. Furthermore, the contractor shall notify the DPWI representative by e-mail and telephone should they not be able to comply with the repair period specified in the schedules, the reason for the delay and the anticipated date of completion. Should the contractor fail to comply with this stipulation, DPWI representative shall be entitled to engage the service of an alternative contractor, and the entire cost of the repair carried out by the alternative contractor under such circumstances, excluding parts.



15 INSPECTIONS AND REPORTS

15.1 SERVICE/REPAIR REPORTS

i) The service/repair report shall be submitted after each service/repair for all buildings or facilities and shall include the following:

- Condition of equipment
- Allocate a number which will include the department, location and appliance identification.
- Dates of servicing/repair, next service and testing where required.
- Defective or missing items

ii) The format of the report is left to the contractor's discretion but is subject to the approval of the employer's representative.

iii) **No payment will be processed unless the service report is submitted.**

15.2 FINAL EQUIPMENT INSPECTION, STATUS AND CONDITION REPORT

On the completion of the servicing and maintenance of a facility a report shall be submitted together with the job card on every item of equipment being repaired and maintained under the contract at that time as well as a full completion report giving the condition of equipment and quantity. The format of the report is left to the contractor's discretion but is subject to prior approval by DPWI.

Should an inspection visit reveal any fault, neglect or shortcomings, these shall immediately be remedied by the contractor at his own expense and to the satisfaction of the inspector.

15.3 ADMINISTRATION, RECORD KEEPING AND REPORTING

i) Administration

The contractor shall be responsible for the completion and submission to the employer's representative of all service records, test certificates, service schedules, completion certificates, payment claims, forms and any other documents required by the relevant SANS and DPWI.

ii) Work Instructions

The Departmental representative will issue work instructions for the contractor to proceed with the servicing. This Work Instruction together with the job card and equipment register will be signed off on completion of each building or facility.

iii) Record Keeping

The contractor shall be responsible for maintaining detailed records of all work carried out in terms of this contract and in particular shall be responsible for the completion of forms as specified above.

16 TRAVELLING

16.1 Travelling cost shall be included in the pricing schedule.

17. HEALTH AND SAFETY

17.1 The contractor is to comply with the Health and Safety Act and Regulations. Employees are to be supplied with Personal Protective Equipment (PPE) as required.

17.2 A Health and safety Plan shall be submitted for approval by DPWI prior to commencement on work on site.

17.3 Most luminaires in the various facilities are fitted with fluorescent tubes to provide the required lighting. Where these need to be replaced, great care shall be taken when removing them.

Risk analysis & safe work procedures relating to all fluorescent tube work shall be included in the Health & Safety Plan.

Fluorescent tubes contain phosphor and mercury toxins and are extremely hazardous to personal health and shall therefore be handled in terms of the EPA & other relevant Regulations.

All handling of fluorescent tubes shall be executed by an authorized person/s complying with the requirements of the Regulations. The certificate of the said authorized person/s shall be submitted to the Engineer. The certificate shall remain valid for the entire period

during which the said person/s is/are performing work on hazardous material. Allowance shall be made for everything necessary including but not limited to safety containers, protective clothing, signs, tools & complete decontamination upon the removal of samples or bulk tubes.

A disposal certificate shall be submitted on completion of all removals. The waste from individual facilities shall be safely stored until such time as the removal of fluorescent tube material from each facility has been completed such that one bulk disposal can be made per facility.

18. SERVICING PROCEDURES

18.1 Any faulty equipment that must be condemned must be removed from site, made safe and disposed of in a manner that cannot cause any injury or death or any harm to the environment. Such removal and disposal shall be clearly documented and recorded.

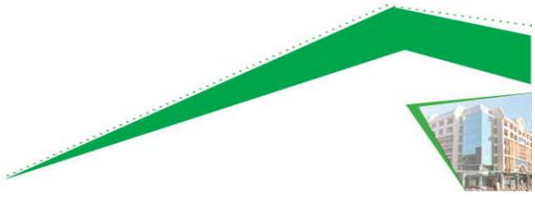
The works to be carried out at the maintenance service visit shall include the following:

DISTRIBUTION BOARDS

Scope

The general checklist includes the following:

- Inspect and clean the distribution boards treat the enclosure for moisture ingress and corrosion.
- Check for rigidity and fastening of equipment trays, panels, doors and handling devices.
- Check locking mechanism and fit padlock. All padlocks shall be of local manufacture with brass bodies and 75 mm chrome shackles. Three keys (with PVC labels) shall be provided for each lock. Replace damaged or missing faceplates, doors, mounting frames, handles, thumb catches, etc.
- Check operation of distribution board equipment and meters, replace if faulty or damaged with an approved type.
- Remove all obsolete equipment and meters. Check and fasten wiring and cable terminations.
- Re-arrange wiring and equipment to give a neat installation. Trace outgoing



circuits.

- Fit labelling and blank face plate covers.
- Replace the distribution boards if required and replacement is approved by Engineer. Check earth bar and earth continuity, record.
- Label all wiring and cabling with Grafoplast Trasp PVC markers.

LUMINAIRES

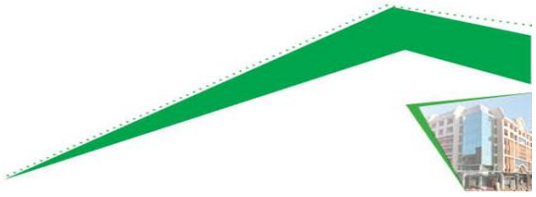
Scope

- Service luminaires: remove lens and lamp. Wash lens thoroughly. Wash luminaire body with detergent.
- Clean polished pure aluminium reflectors with benzine.
- Check condition of internal wiring, capacitor, ballasts and starters. Check condition of neoprene seal and replace if worn or damaged. Check condition of lamp holder.
- Seal conduit and wiring entry with silicone to eliminate water ingress. Fit new lamp.
- Check condition of earth stud and luminaire earth connection. Replace all missing screws, lens catches, bolts.
- Close cover securely, check stirrup bolts.
- Replace luminaires: Remove existing damaged luminaires, supply and install similar and approved luminaires complete with lamps and electronic control gear, if applicable.

LIGHT SWITCH

Scope

- Remove switch cover.
- Check continuity of earth connection.
- Check operation of switch and replace if suspect.
- Replace switch cover, fit new csk stainless steel screws if required.
- Switch cover shall be fitted with an engraved Traffolite label as per Nosa-standard
- Replace light switch: Remove existing damaged light switch, supply and install similar



and approved light switch, if applicable

PHOTOCELL

Scope

- Wash translucent body with detergent. Cover photocell and verify operation. Check bypass manual switching circuit.
- Enclose all exposed wiring in 16 mm ø sprague.
- Replace photocell: Remove existing damaged photocell, supply and install similar and approved photocell, if applicable

POWER OUTLET AND FIXED APPLIANCES

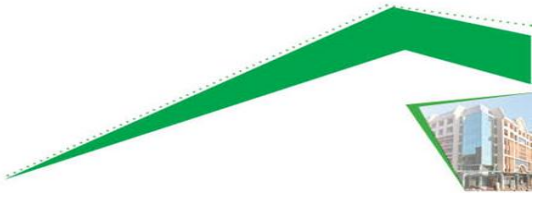
Scope

- Inspect all power outlets and verify earthing.
- Check contact points and tighten screws.
- Replace missing screws and covers for outlet and draw boxes.
- Replace missing, faulty or damaged socket outlets and plugs.
- Check conditions and operation of local isolators and control switches for fixed equipment and replace if faulty, damaged or missing.
- Check earthing of fixed appliances and test for earth continuity. Inspect cable and wireways.
- Check for rigidity and fastening of the cable ducts, ladders, ducting, power skirting and surface conduiting, fasten or replace if loose or damaged, check earthing and test for earth continuity.

EARTHING, BONDING AND LIGHTNING PROTECTION

Scope

- Check earthing and bonding of outlet points, equipment, cable and wireways, fixed appliances, water and gas pipes, etc.
- Check installation and termination of protective conductors and earth electrodes. Test for earth continuity.



- Provide 6 mm² copper earth wire jumper between roof cladding and all gutter downpipes. Fasten with lugs and galvanized zinc bolts. Typically ten downpipes per housing unit. Earth at least two gutter downpipes by means of 16mm² green insulated earth wire connected to 1.2m earth electrode by means of cadwelding. Typically two downpipes per 25m long housing unit.

AREA LIGHTING

Scope

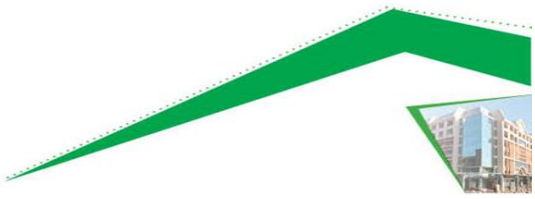
- Service mast distribution boards and supply kiosks: Clean, label, check terminations and earthing. Service each luminaire, open control gear enclosures and treat for moisture ingress and corrosion. Wash luminaires with detergent and clean lenses. Check and replace neoprene seals.
- Re-lamp luminaires. Replace luminaires: Remove existing damaged luminaires, supply and install similar and approved luminaires complete with lamps and control gear, if applicable.
- Check consistency of aiming angles and tighten mounting bracket bolts
- Check pole covers; measure earthing continuity and tighten foundation bolts. Replace all padlocks on distribution boards and kiosks.

ELECTRIC FENCING

Scope

- Check for any visible damage to the electric fence
- Check for broken insulators to prevent strand from touching post
- Check that insulated cables are not abraded
- Check that the metal fibres of the strand have not separated
- Check for any loose connection on the wires
- Clean charger of any spider web and dust
- Check that the battery is in good working condition
-

TESTING



Scope

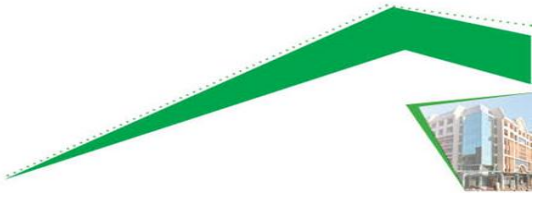
It is the responsibility of the Contractor to provide all labour, accessories and properly calibrated and certified measuring instruments necessary to record the following parameters (but not limited to):

- continuity of ring final circuit conductors
- continuity of protective conductors, including main and supplementary equipotential bonding earth electrode resistance
- insulation resistance polarity
- earth fault loop impedance
- operation of residual current devices phase voltage
- current per phase illumination levels in lux

The Contractor is responsible for the arrangement of such tests. He shall give at least 72 hours' notice to the Engineer prior to the test date.

DETAILED SPECIFICATION AND BILL OF QUANTITIES

New Rivised BOQ For CLUSTER 3 Offices PDF.pdf



SITE INFORMATION

C4.1 SITE INFORMATION

PROJECT TITLE	**TWO-YEAR TERM CONTRACT FOR SUPPLY, SERVICING, REPAIRS AND MAINTENANCE OF ELECTRICAL EQUIPMENT FOR AMATHOLE DISTRICT AND BUFFALO CITY METRO CLUSTER THREE**
SCMU NUMBER	**SCMU5-26/27-0013-AMR INF**

The supply, servicing, repairs and maintenance of electrical equipment is to be carried out in these offices within the Amahlathi/Buffalo City Municipality Of The Eastern Cape Province:

NO.	SITE AND DESCRIPTION
1.	CATHCART
2.	STUTTERHEIM
3.	KEISKAMMAHOEK
4.	BHISHO YOUTH CARE CENTRE
	TOTAL

The bidder will assume distance calculations from within the boundaries of Buffalo City Municipality/Amahlathi LMA of the Eastern Cape Province (Focal point) to the sites stated above.

GENERAL

Prospective bidders to familiarize themselves with the locality, access, any other “restrictions”

Prospective bidders are to note that it is a condition of contract that the working area shall be secured at all times. Bidders are to price accordingly.