



an agency of the  
Department of Sport, Arts and Culture

**TENDER NO: FP 05/2025 CS**

**NAME OF BIDDER: .....**

**CSD NUMBER: .....**

Prepared by:  
Freedom Park  
Cnr Koch & 17th Ave  
SALVOKOP  
PRETORIA  
0001  
Tel: 012 336 4000

**BID CLOSES**

**DATE: 11 DECEMBER 2025**

Only bidders registered on the central supplier database and with CSD Number will be considered for this tender as it is a requirement from the National Treasury.



**BIDS ARE HEREBY INVITED FROM SUPPLIERS FOR THE FOLLOWING BID:**

BID NO	DESCRIPTION	DEPART.	CONTACT PERSON	COMPULSORY BRIEFING SESSION	CLOSING DATE
FP 05/2025 CS	Appointment of a Service Provider for the servicing of mv switchgear, transformers, generators and low voltage distribution boards in Freedom Park for period of 24 Months	Corporate Services: Infrastructure	Edward Buthelezi Tel: 012 336 4003	Date: 26 November 2025 Time: 10h00	Date: 11 December 2025 @11h00

BID DOCUMENTS CAN BE DOWNLOADED FROM:

[www.freedompark.co.za](http://www.freedompark.co.za) and e-tender portal

**Bid Submission**

Each Tender shall be enclosed in a sealed envelope, bearing the correct identification details, and shall be placed in the tender box located at  
Freedom Park Administration Building  
Cnr Koch & 7<sup>th</sup> Avenue  
SALVOKOP  
PRETORIA, 0001

Technical enquiries must be forwarded to Mr Ditiro Ramogayane Tel 012 336 4198 or e-mail to Mr Ramogayane at [ditiro@freedompark.co.za](mailto:ditiro@freedompark.co.za)

Supply Chain enquiries: Mr Edward Buthelezi, Tel 012 336 4003, e-mail [edward@freedompark.co.za](mailto:edward@freedompark.co.za)

Bids will remain valid for a period of 120 days after the closing date

Bids received after the closing date and time will not be considered. Freedom Park does not bind itself to accept the lowest or any other bid in whole or in part.

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	LIST OF RETURNABLE DOCUMENTS THAT SHOULD FORM PART OF BID DOCUMENT (NEATLY BINDED WITH ANNEXURES)	
	Company Registration Certificate	
	Copy or original of valid tax Clearance Certificate or Unique Pin	
	CSD Report	
	Valid CIDB Certificate (Level 3EP or Higher)	
	Comprehensive proposal that responds to functionality	
	<i>Government Procurement General Conditions of Contract</i>	

## VERY IMPORTANT NOTICE OF DISQUALIFICATIONS

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an “Acceptable bid”, and as such will be rejected.

“Acceptable bid” means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents, including conditions as specified in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and related legislation as published in Government Gazette number 22549, dated 10 August 2001, in terms of which provision is made for this policy.

1. If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
2. If the bid document is completed using a pencil. Only black ink must be used to complete the bid document.
3. The bidder attempts to influence or has in fact influenced the evaluation and/or awarding of the contract.
4. The bid has been submitted after the relevant closing date and time.
5. If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the Freedom Park or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
6. The accounting officer must ensure that irrespective of the procurement process followed, no award may be given 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.
  - (c) Who is an advisor or consultant contracted with the Freedom Park in respect of contract that would cause a conflict of Interest?
7. Bid offers will be rejected if the bidder or any of his directors is listed on the Register of Bid 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
8. Bid offers will be rejected if the bidder has abused the Freedom Park Supply Chain Management System.
9. Failure to complete and sign the certificate of independent determination or disclosing of wrong information.

Failure to submit the above will lead to immediate disqualification.

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Bidder Signature (compulsory)

## CERTIFICATE OF AUTHORITY FOR SIGNATORY

Status of concern submitting tender (delete whichever is not applicable.)

COMPANY /PARTNERSHIP /ONE-PERSON BUSINESS / CLOSECORPORATION/ JOINT VENTURE

### A. COMPANIES

If the bidder is a company, a certified copy of the resolution of the Board of Directors, personally signed by the chairperson of the board, authorizing the person to signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the board of Directors on.....20....., Mr. / Ms .....

.....has been duly authorized to sign all documents in connection with

**BID NO: FP 05/2025 CS**

SIGNED ON BEHALF OF THE COMPANY .....

IN HIS CAPACITY AS: .....

DATE: .....

SIGNATURE OF  
SIGNATORY: .....

WITNESSES:

1.

.....

2.

.....

**B. PARTNERSHIP**

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of partner	Residential address	Signature
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the undersigned partners in the business trading as .....

Hereby authorize ..... to sign  
this bid as well as any contract resulting from the bid and any other documents  
and correspondence in connection with this bid / or contract on our behalf.

..... Signature	..... Signature	..... Signature
..... Date	..... Date	..... Date

**C. ONE-PERSON BUSINESS**

I, the undersign .....hereby confirm that I am the  
sole owner of the business trading as.....

.....  
Signature Date

**D. CLOSE CORPORATION**

If the case of a close corporation submitting a bid, a certified copy of the founding Statement of such corporation shall be included with the Bid, together with a resolution by its members authorizing a member or other official of the corporation to sign the documents and correspondence in connection with this bid or contract on behalf of the company must be submitted with this Bid.

An example is shown below:

By resolution of the members at the meeting on the .....200.....at  
.....Mr. / Ms .....whose signature appear below,

has been duly authorized to sign all documents in connection with

BID NO. FP 05/2025 CS

SIGNED ON BEHALF OF THE CLOSE CORPORATION:

.....

IN HIS / HER CAPACITY AS: .....

DATE: .....

SIGNATURE OF SIGNATORY: .....

WITNESSES:1 . .....

2.....

### Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this bid 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 bid offer and any contract resulting from it on our behalf.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Partner		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....
		Signature. .... Name ..... Designation .....



## COMPULSORY BRIEFING SESSION

All Services will be at Freedom Park or at any designated location or jurisdiction situated approximately 4km south of Church Square of Pretoria CBD, on the corner of Koch and 7<sup>th</sup> Avenue, Salvokop.

### 2. Compulsory Briefing Sessional

**Date: 26 November 2025**

Time: 10h00

Place: //hapo Building, Freedom Park

3. For technical enquiry contact Ditiro. Email: [Ditiro@freedompark.co.za](mailto:Ditiro@freedompark.co.za)

4. For Supply Chain Management contact Edward Buthelezi 012 336 4003



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**Appointment of a Service Provider for the servicing of mv switchgear, transformers, generators and low voltage distribution boards in Freedom Park for period of 24 Months**

**1. Introduction**

**1.1 Project Objectives**

Department of Sports, Arts and Culture operates Freedom Park Heritage Site and has embarked on a preventative maintenance or routine maintenance which refers to maintenance that is regularly performed on a piece of equipment to lessen the likelihood of it failing. It is performed while the equipment is still working so that it does not break down unexpectedly

**1.2 Site information**

Freedom Park is located on Salvokop, to the south of Pretoria CBD between the M1 and Nelson Mandela Drive, Gauteng Province, RSA. The first two phases of the 52 -hectare site was inaugurated on December 16th, 2006. Phase two and three encompassing the museum were constructed between 2007 to 2011.

**Figure 1: Freedom Park Aerial View**

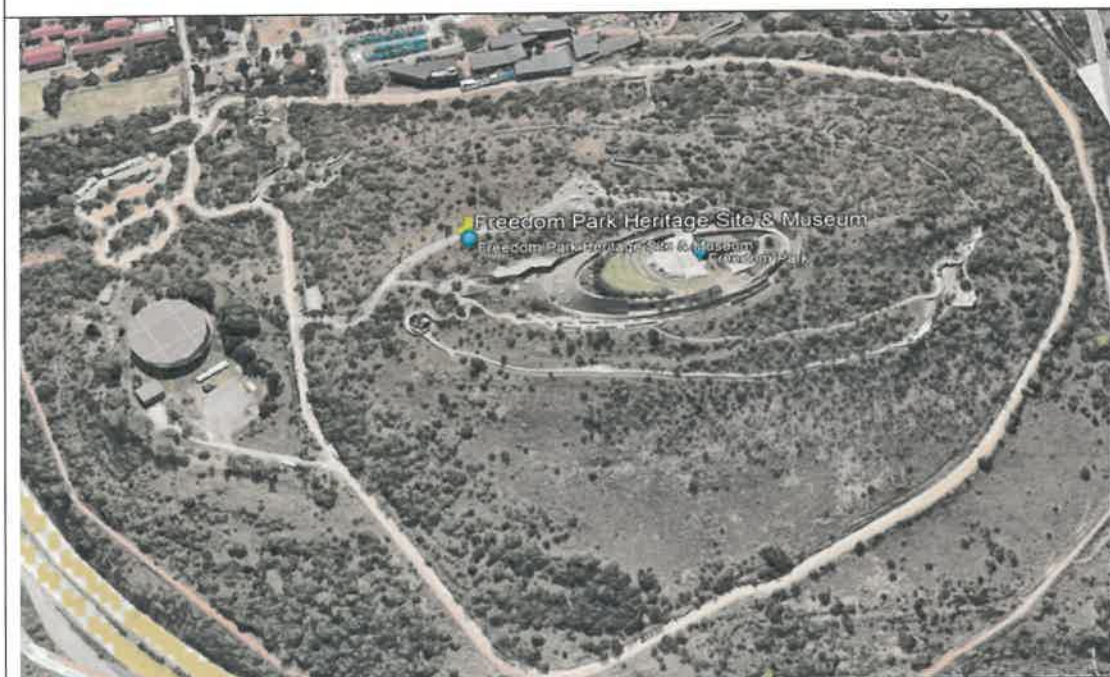


Table 1: Site data table		
Item	Parameters	Data
1	Location	25°45'58.0"S 28°11'16.8"E; 1576m ASL
2	Estimated floor space	12 000m <sup>2</sup> .
4	Type of electrical load	Typical museum load and load profile. Peak demand is approximately 1.2MVA and average daily demand is approximately 800 kVA.
5	Distribution voltage	Medium Voltage at 11kV and Low Voltage at 380V and 230V.

## 2 Detailed statement of works – LV, 5kA (1second) Distribution Boards

- 2.1 Service distribution boards: inspect and clean the distribution boards, treat the enclosure for moisture ingress and corrosion
- 2.2 Check for rigidity and fastening of equipment trays, panels, doors and handling devices.
- 2.3 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.
- 2.4 Replace damaged or missing faceplates, doors, mounting frames, handles, thumb catches, etc.
- 2.5 Check operation of distribution board equipment and meters, replace if faulty or damaged with an approved type.
- 2.6 Remove all obsolete equipment and meters
- 2.7 Check and fasten wiring and cable terminations
- 2.8 Re-arrange wiring and equipment to give a neat installation
- 2.9 Tracing and labelling outgoing circuits
- 2.10 Fit labelling and blank face plate covers
- 2.11 Infrared scanning of all distribution boards for hot spots
- 2.12 Price must be broken down appropriately to show the following as a minimum – Metal works; Equipment (itemized as above).
- 2.13 The contractor shall ensure that there is minimum interruption to current operations at the museum
- 2.14 Issue Certificate of Compliance

## 3 Detailed statement of works – 11kV, 25kA (1sec), 95kV BIL Switchboards

- 3.1 Servicing of Medium Voltage Switchgear
- 3.2 Medium Voltage Switchgear Servicing Requirements:
  - a) Relay Injection Testing
  - b) Circuit Breaker Ductor Testing
  - c) Main Panel Pressure Testing
  - d) Circuit Breaker Pressure Testing and Speed Testing
  - e) Functionality Testing Between Relays and Circuit Breaker

- f) Commissioning of Panel Indicator Lights (ON/OFF)
  - g) Clean and Lubricate Circuit Breakers with Contact Grease
  - h) Substation Cleaning
- 3.3 Price must be broken down appropriately to show the following as a minimum – Metal works; Equipment (itemized above).
- 3.4 The contractor shall ensure that there is minimum interruption to current operations at the museum

Table 2: Medium voltage switchboard boards			
Location	Existing circuits	Specification	Quantity
Substation A	2 x Incomers & 3 x Outgoing transformer & 1 x feeders.	11kV, 25kA, 95BIL panel with earth switches. Schneider equipped. Over current & Earth fault protection. Transformer temperature & buchholtz circuit breaker trip relay. Motorized & Remote pendant tripping	1

Location	Existing circuits	Specification	Quantity
Substation B	2 x Incomers & 3 x Outgoing transformer & 1 x feeders.	11kV, 25kA, 95BIL panel with earth switches. Schneider equipped. Over current & Earth fault protection. Transformer temperature & buchholtz circuit breaker trip relay. Motorised & Remote pendant tripping	1

#### 4 Detailed statement of works– 11kV/420V Distribution transformers

- 4.1 Servicing of Transformers
- 4.2 Servicing of Transformers Requirements
  - a. Megger Testing
  - b. Oil Sampling
  - c. Ratio Testing
  - d. Change Silica Gel
  - e. Buchholz Relay
  - f. Temperature Trip Testing
  - g. Putty and Tape on LV and MV sides
  - h. Clean Up Transformer

- 4.3 Price must be broken down appropriately to show the following as a minimum – Metal works; Equipment (itemised above).
- 4.4 The contractor shall ensure that there is minimum interruption to current operations at the museum.

Table 3: Medium Voltage Distribution transformer			
Location	Existing sizes	Transformer specification	Quantity
Substation A	2 x 630kVA, 11kV/420V	Distribution Application. SANS 780. DYn11. Free breathing. HV Cable entry box. Secondary off-load voltage of 440V. Off-load tap-switch $\pm 5\%$ and $\pm 2.5\%$ . Copper wound. Buchholtz & valve. Thermometer with contacts. And other standard accessories	2
Substation B	1 x 630kVA, 11kV/420V	Distribution Application. SANS 780. DYn11. Free breathing. HV Cable entry box. Secondary off-load voltage of 440V. Off-load tap-switch $\pm 5\%$ and $\pm 2.5\%$ . Copper wound. Buchholtz & valve. Thermometer with contacts. And other standard accessories	1

## **5. Detailed statement of works– Standby Generator Sets**

### **5.1 Servicing of Standby Generator Sets**

#### **5.2 Weekly Maintenance:**

- Simulate a power failure EVERY FRIDAY at 10H00 to ensure generator is fully operational. Test run shall be undertaken, if possible, on load and running hours, diesel levels, volt, ampere and frequency readings recorded.

#### **5.3 Monthly Maintenance**

The following activities shall be executed during the monthly generator inspections

- check oil level and top up as required.
- check oil viscosity for dilution by water or fuel.
- check starter battery terminals and apply contact grease.
- check battery cables for damage and secure terminations.
- check battery electrolyte.
- check battery voltage and record.
- check battery voltage drop during engine cranking and record.
- check battery charger operation after cranking test.
- check starter motor for abnormal noise.
- Check diesel engine while running for noise, vibration or loose components
- check all flexible hoses for leaks, corrosion and ageing.
- check all engine V-belts.
- monitor engine / alternator coupling for noise

Verify that alarm functions are operational by simulation:

- low oil pressure
- high engine temperature.
- low engine coolant level.
- abnormal speed.
- synchronizing failure (if applicable)
- cooling water pump failure.
- cooling tower fan failure (if applicable).
- low battery voltage.
- low fuel day tank.
- fuel pump failure.
- low fuel bulk tank (if applicable).

Test that following alarms trigger correctly by creating the alarm condition:

- Unit not in auto: turn selector switch to manual or test
  - Battery charger failure: switch off AC supply to battery charger
  - Auxiliary supply failure: switch off auxiliary power supply
  - Alternator shall be checked for accumulation of dust on the regulator and for any loose components.
  - Test run shall be undertaken, if possible, on load and volt, ampere and frequency readings recorded.
  - Alternator shall be cleaned and switched back into 'auto' mode
- Complete Standby Generator monthly log sheets

5.4 Record running hours, diesel consumption etc. in the following prescribed format (example):

	Previous Measurement	This Measurement	Consumption	Average per day
Date				
Diesel Tank Meter				
Running Hours				
Generator 1 hrs				
Generator 2 hrs				

## 5.5 Annual Maintenance

The following activities shall be executed in addition to the monthly maintenance work after every twelve months

- Drain an oil sample and submit for analysis to establish need for an oil change.
- Fix test report in Record book.
- Record output parameters while on load.
- Record running hours.
- Replace oil and fuel filters (if not replaced during 1 year as part of 200hrs service) The cooling system shall be drained, flushed and refilled with water and prescribed water conditioner

5.6 The contractor shall ensure that there is minimum interruption to current operations at the museum

5.7 Price must be broken down appropriately to show the following as a minimum – Metal works; Equipment (itemised).

## **6 Technical Requirements (LV Boards)**

### **6.1 General**

All electrical components shall be selected and rated in accordance with manufacturer's recommendations for the applicable duty required. Thermal ratings / de-ratings shall be strictly adhered to. The Vendor shall be responsible for the selection of components within the guidelines laid down hereinafter. The ultimate responsibility rests with the Distribution Board manufacturer to ensure that components are correctly selected and rated for the duty and conditions specified. All Distribution boards shall be manufactured with at least 20% spare space allowance to allow for future expansion.

### **6.2 Design Criteria and Material Construction**

The electrical requirements are detailed on the relevant single line diagrams. The distribution boards shall be fully equipped and internally wired and connected as shown on these diagrams.

Each bank of outgoing ways shall cater for minimum 20% spare capacity.

The internal arrangement of the distribution board shall be such as to permit easy access for cabling, inspection and maintenance.

The use of PVC insulation on electrical conductors is acceptable.

Neutral bars and earth bars shall be provided with sufficient screw terminal ways for the number of circuits in each board, including the spare ways allowed for.

### **6.3 Manufacturing and Construction Details**

The distribution boards shall be of folded and welded sheet metal. It shall be a standalone, dust and damp protected to IP 55 and vermin proof. Sheet steel shall be a minimum of 2.0mm thick.

Type 401 hinged front doors shall be provided to completely enclose the board, (one or two depending on the front area of the board) and shall be properly braced against buckling or bending and shall be provided with such seals as required to achieve the degree of protection called for above.

Hinges shall be manufactured from steel or brass. Die-cast aluminium hinges are NOT acceptable.

The incomer MCCB Door shall be equipped with non-pad lockable door. This is to ensure that the incomer MCCB door can be opened in the event that emergency isolation is required. The feeder section shall be equipped with pad lockable door handles.

Sheet metal parts shall be painted using the epoxy powder coat process and the exterior paint colour shall be B26 Orange. The interior parts shall be painted white.



The outside door of the board shall be fitted with a main label, made from white/black/white traffolyte and having 15mm high characters. The label inscription shall be in accordance with the respective single line diagram.

Where specified, equipment shall be supplied free standing or wall mountable.

Wiring shall be properly colour coded, neatly dressed and strapped, and securely and properly connected to the respective terminals.

Where indicated on the respective single line drawing, the vendor shall supply, fit and wire three phase contactors for the switching of outside lights, controlled by a photoelectric light switch. The photoelectric light switch is not included in the scope of supply but terminals for connection to the same are to be provided in the same distribution board.

Each circuit breaker toggle shall be properly identified by means of traffolyte labels and in accordance with circuit description shown on the respective single line diagram.

Each Distribution Board shall be supplied with a door mounted legend card showing all circuit information as detailed in the single line diagrams.

All gland plates shall be pre-punched and removable.

#### **6.4 Works includes**

The Works includes, but shall not be limited to the items listed below:

- Equipment as per scope of work
- Tagging and marking.
- Testing
- All required assembly bolts, nuts and washers.
- All special tools required for maintenance.
- Corrosion protection.
- A detailed pricing schedule showing take-out prices for commissioning, recommended strategic spares and recommended operating spares.
- Drawings, specifications, Q.A. plans etc. (3 hard copies, 1 electronic).
- Certified as-built drawings.
- Full set of detailed and assembly drawings
- Mechanical General Arrangement drawing
- Holding down bolts detailed drawings and bolts schedule.
- Detailed Q.A. or Q.C. plan.
- Detailed project programme.
- Maintenance spares and operating manuals (including prices, drawings, showing part no's).
- Record of installation checks and commissioning readings

#### **6.5 Battery limits**

The following terminal limits shall apply to the scope of supply:

- Distribution Board Gland Plates

## **6.6 Acceptance certificate**

An Acceptance Certificate in respect of the Works will be issued by the Purchaser when successful Factory Acceptance Testing is achieved and signed off by the Purchaser, and the Supplier has fulfilled all its obligations in terms of the Contract save for its obligations during the Defects Liability Period.

## **6.7 Programme**

Within seven (7) days after receiving the purchase order, the Supplier shall submit to the Purchaser Representative, for his approval, the Programme for the execution of the Work showing:

- The sequence and timing of the Design Fabrication and Delivery phases of Proposer's scope of work.
- The respective times for submission by the Supplier of drawings and operating and maintenance instructions for the approval thereof by the Purchaser Representative, with the aid of milestones.
- An agreed project calendar will be supplied by the project engineer, this calendar taking into consideration the climatic conditions, public holidays and working periods (i.e. pay weekends, etc.).
- The times by which the Supplier requires the Purchaser to furnish any drawings or information
- Approval by the Purchaser Representative of the Programme shall not relieve the Supplier of any of his obligations under the Contract.
- The Supplier shall not, without the Purchaser Representative consent, make any material alteration to the approved Programme.
- Reporting shall be done by means of updated schedules showing the planned progress vs. the actual progress. The reporting shall be submitted on a bi-weekly cycle. As part of the reporting there shall be a deviation report indicating all the activities that are behind and what the reasons are for the deviations and what can be done to recover the schedule.

## **6.8 Packaging and Delivery**

Packing should be such as to ensure adequate protection in transit. Any damage as a result of inadequate packaging and marking is for the Supplier's account.

When items are packed, the container or package must be marked with the standard pictorial markings, twin arrow (for this way up), wine glass (for fragile items), chain marking (lifting points) and centre of gravity (for heavy items).

Packing must indicate the total mass of the transport container.

Each consignment shall include a complete bill of material / packing list identifying each loose item component or part and referencing the relevant order number and equipment number.

Packing and protection must be adequate to protect the equipment and prevent deterioration of equipment for a period of six months after delivery to Site on the basis that the package has no protection from the Site climate during that period.

The Supplier will arrange all shipments of the Works to the Site and will consign all such shipments to him as consignee at the project shipping address, freight fully prepaid. The Supplier will make demurrage agreements and settlements with carriers for his shipments

The Supplier will advise the Purchaser in advance of all major shipments of the Works and will co-ordinate with the Purchaser on the arrival, unloading and release of such. THE SUPPLIER SHOULD CORRESPOND HIS INTENTIONS TO DELIVER THE EQUIPMENT TO SITE WITH THE APPOINTED SITE REPRESENTATIVE PRIOR TO DISPATCH

No payment will be made for any material on Site not incorporated into the Works.

The Supplier shall at all times, provide protection for all the Works from damage or loss due to weather, fire, theft, unexplained disappearance or other similar casualty whilst the Works is in his possession or in transit.

The Supplier shall at all times protect from damage due to Suppliers' performance of the Works, all equipment, materials, paving, structures and any and all items on the Site belonging to the Purchaser or others.

## **6.9 Reporting**

Communication will be done via e-mail, facsimile or letter with proof of receipt on an on-going basis, and in accordance with the provisions of the Contract.

## **6.10 Quality management**

The Supplier shall provide the necessary quality management system based on ISO 9000: 2000 and comply with the Purchaser's quality procedures listed in the table below. The Supplier acknowledges receipt of an electronic copy of these documents and agrees to be bound by what is contained therein.

The Supplier shall ensure that the quality of the Works complies with the Purchaser requirements in terms of the Scope of Works and with specific reference to the relevant Purchaser specifications where applicable.

The Supplier shall monitor its activities in accordance with his approved project quality plan and notify the Purchaser of any deviations to this plan. The Supplier shall rectify any deviations from the project quality plan with subsequent approval by the Purchaser Representative.

The Purchaser reserves the right to audit any of the Supplier's systems on request and the Supplier shall ensure that any required corrective action is taken.

The Purchaser Representative will be granted access on reasonable notice during business hours to any and all parts of the Supplier's premises where the Works are being performed.

The Supplier shall issue the project quality requirements and support documentation to their material Suppliers and subcontractors in terms of the Scope of Works. Any deviations by the Supplier to the quality control plans are identified, reported and rectified by the Supplier at his cost.

The Purchaser has the right to attend final inspection and testing and must be notified accordingly in advance, not less than 7 (seven) working days.

#### **6.11 Documentation**

The Supplier shall furnish all drawings, data and other documentation in the format, quantity and time period as agreed with the Client representative.

The Supplier shall comply with the Purchaser's requirements for the production of design calculations and drawings as specified.

The schedule of drawings, operating, maintenance, training and other data requirements constitutes part of the technical specification and Scope of Works. The Contract will not be regarded as complete unless these requirements are fully met.

All drawings shall be produced in AutoCAD software. The Purchaser uses AutoCAD software for all engineering work and any engineering work produced using other software shall be converted into ".dwg" files by the Supplier.

All drawings shall be clearly cross-referenced with other drawings in cases where such links exist, and if cross-referencing with existing Purchaser drawings arises as a result of the Works, the originals of such drawings shall also be clearly cross-referenced with the new drawing numbers.

A cover sheet summarising the content of the set will accompany multiple sheets with the same drawing numbers.

The Supplier shall issue documentation under formal transmittal and maintain an updated document register clearly indicating latest revisions of documents and transmittal reference number.

On-going transmittals of electronic documentation from the Supplier to the Purchaser during project implementation will be conducted via e-mail or other approved electronic communication media.

#### **6.12 Testing and Inspection**

The Purchaser or any Purchaser designated authority shall be authorised to witness any stage of manufacture, test and inspection documentation, and shall be authorised to reject any item not manufactured to the requirements of the Specification.

All equipment shall be inspected at the works prior to delivery to ensure compliance with this Specification.

The Contractor shall provide a detailed manufacturing programme covering the timing and phasing of all activities relating to the supply.

The Contractor shall, prior to despatch, notify the Purchaser for final release inspection. No item will be received at site without the Purchaser's release certificate.

The following schedule indicates Hold/Witness points that shall be built into the order QAP:

- General Arrangement Drawings for DBs;
- Sheet Metal Assembly;
- Paint thickness test;
- Pre-delivery testing.

Pre delivery testing shall include but no be limited to:

- Visual inspection
- Power busbar hi-pot test
- Primary current injection – operation of overload devices
- Earth leakage current injection
- Circuit function testing

### 6.13 Key Applicable Standards

**Table 8: Key applicable standards**

Reference	Applicable Standards	Available publicly
SANS 10400	Code of Practice – The Application of the National Building Regulations	Y
ISO 14713:1999	Protection against corrosion of iron and steel structures – Zinc and aluminium coatings – Guidelines.	Y
SANS 10142-1:2008	The wiring of premises Part 1: Low-voltage installations	Y
IEC 60364-4-41	Low-voltage plants installation. Part 4-41 - Protection for safety – protection against shock	Y
SANS 61000-6-4 / IEC 61000-6-4	Electromagnetic compatibility (EMC). Generic standards. Emission standard for industrial environments	Y
SANS 61000-6-2 / IEC 61000-6-2	Electromagnetic compatibility (EMC). Generic standards. Immunity for industrial environments	Y
SANS 1507 Part 1	General Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1900/3300 V)	Y
SANS 1507 Part 2	Wiring Cables, Electric cables with extruded solid dielectric insulation for fixed installations (300/500 V to 1900/3300 V)	Y
SANS 1507 Part 3	PVC Distribution, Electric cables with extruded solid dielectric insulation for fixed installations (300/500V to 1900/3300 V)	Y
SANS 1507 Part 4	XLPE Distribution Cables, Electric cables with extruded solid dielectric insulation for fixed installations(300/500 V to 1900/3300 V)	Y
SANS 10198 Parts 1-14 :2004	The selection, handling and installation of electric power cables of rating not exceeding 33 kV Part 1 to 14	Y
SANS 1213	Mechanical Cable Glands	Y
IEC 50262	Cable glands for electrical installations	Y
IEC 60811	Insulating and sheathing materials of electric cables	Y
SANS 1973-1 to 4	Low-voltage switchgear and control gear Assemblies Parts 1 to 4	Y

SANS 1765:2003	Low-voltage switchgear and control gear assemblies (distribution boards) with a rated short-circuit withstand strength up to and including 10 kA	Y
SANS 60439-1 to 5 /IEC 60439-1 to 5	Low-voltage switchgear and control gear assemblies' parts 1 to 5	Y
SANS 60947 /IEC 60947	Low-voltage switchgear and control gear	Y
IEC 60529	Specification for degrees of protection provided by enclosures (IP code)	Y
IEEE 80	Earthing	Y
SANS 10199	The design and installation of earth electrodes	Y
SANS 1063:1998	Earth rods and coupling	Y
SANS 10292:2001	Earthing of low-voltage (LV) distribution Systems	Y
Eskom 0.00/10335	Wiring Termination Standard (Sheet 1 to 4)	Y
IEC 60309	Plugs, socket-outlets and couplers for industrial purposes	Y
IEC 60269	Low-Voltage fuses	Y
NRS	The South African Grid Code - metering	Y
RSA	Electricity Act 41 of 1987	Y
RSA	Electricity Regulation Act, 2006	Y
IEC 62053	Electricity metering equipment (A.C.) - particular requirements	Y
IEC 60051-1	Direct acting indicating analogue electrical measuring instruments and their accessories - definitions and general requirements common to all parts	Y
IEC 61036	Alternating current static watt-hour meters for active energy	Y
NRS 057/ SANS 474	Code of practice for electricity metering	Y
NRS 049	Advanced metering infrastructure (AMI) for residential and commercial customers	Y
Eskom 34-1024	Standard Metering Requirements for the Metering of Electrical Energy and Demand	Y
Eskom 34-392	Specification for Digital Transducer Based Measurement System	Y
Eskom 32-327	Functional Measurement Requirements for Network Management	Y
SANS 61024	Protection of structures against lightning	Y
SANS 61312-3:2006/IEC TS 61312-3:2000	Protection against lightning electromagnetic impulse Part 3: Requirements of surge protective devices (SPDs)	Y
SANS 62305-1 to 4 /IEC 62305-1 to 4	Protection against lightning Parts 1 to 4	Y
SANS 10313:2008	Protection against lightning - Physical damage to structures and life hazard	Y
NRS 039	Surge arresters for use in distribution systems	Y
IEC 60898	Electrical accessories - circuit breakers for over-current protection for household and similar installations	Y
IEC 62381	Factory acceptance test (FAT), site acceptance test (SAT), and site integration test (SIT)	Y
SABS 1411: Parts 2-6	Materials of Insulated Electric Cables and Flexible Cords	Y
SANS 60947-7-1 and 60947-7-2	The terminal blocks for the junction box terminations	Y

SANS 10400-T:2011	South African National Standard Part T: Fire Protection	Y
SANS 10139	Fire detection and alarm systems for buildings - System design, installation and servicing	Y
RSA	Occupational Health and Safety Act 85 of 1993	Y

**Project Duration:**

- The service provider will be responsible for maintaining the mv switchgear, transformers, generators and low voltage distribution boards for a period of three years. During this time, they will be expected to perform routine maintenance, repairs, and any necessary upkeep to ensure the proper functioning.

**Bidders to take note:**

- Compliance with Occupation Health and Safety & Environmental regulations as outlined in OHS Act and NEMA (National Environmental Management Act) as amended.
- Warrantees and guarantees for equipment serviced and workmanship
- A compulsory site visit/briefing will be conducted by the client, and it is expected that bidders will send experienced personnel to this briefing session.
- The successful bidder must have competent and experienced site supervision personnel that have been involved in similar work previously.

<b>SECTION 2</b>
------------------

2.1 Insurances

- Contracts works insurance to be affected by the contractor for the R2 500 000,00;
- Supplementary/special insurance to be affected by the contractor for the R2 500 000,00;
- Public liability insurance to be effected by the contractor for R10 000 000,00;
- Provide a valid letter of good standing with the Department of Employment and Labour (COIDA) or FEM.

2.2 Materials and workmanship

- All materials used in the construction of the works indicated on these drawings shall either be SABS approved or have an Agreement South Africa Certificate unless otherwise stated. Where material requirements are not specified, they shall conform to the applicable standards and codes approved by the Client.
- All materials shall be new, free from defects and first class in all respects. Parts shall be free from flaws and objectionable imperfections and shall be machined true in a workman like manner. No deviation from the specified materials is permissible unless otherwise by written consent by the Client representative.

## 2.3 Instructions

- The contractor's proposal must include everything required to make the installation a complete working system with all statutory approvals whether or not specifically shown and specified including all labour and materials, transportation etc. necessary for the complete installation of everything described and provided to complete the system and ready for Owner's use. It shall be the responsibility of the tenderer to check the suitability & site constraints for constructing the works on site.
- The contractor shall include any apparatus, appliances, materials, and labour which may be necessary to complete the works in accordance with the intent or purpose of these specifications and as instructed by the Engineer.
- The execution of the project shall be carried out by the contractor without extra cost irrespective of whether explicitly specified in and/or indicated on the drawings, or not.
- The works shall be done in conformity to the specifications with the requirement of the General, Electrical, Structural, and other regulatory and statutory bodies including the Department of Health, if required.
- The contractor shall maintain records of all inspection works carried out on his works or his sub-contractor's works. Copies of such records shall be made available to the client upon request and shall become the property of the Client. A procedure for the repair of defects shall be submitted to the Client for approval, prior to any repair modifications being made.

## 7. Administrative requirements

Bidders must ensure that all the documents listed below form part of their submitted bid documents:

- CSD tax compliant Report or Valid Tax Clearance Certificate or SARS Pin;
- All Standard bidding document must be completed in full;
- Valid Compensation for Occupational Injuries and Diseases Act, No.130 of 1993 (COIDA) letter of Good Standing (original or certified copy);
- Valid CIDB – minimum 3EP;
- Bank Rating

## 8. EVALUATION CRITERIA

The bid will be evaluated in 3 phases as follows:

8.1 Phase 1: Admin compliance

8.2 Phase 2: Functionality

8.3 Price and Specific Goals in terms of PPP regulation 2022

### 8.1.1 Phase 1 Admin compliance

- a) The bidders must submit the required returnable documents as required by the Freedom Park's Supply Chain Management.



- b) The tenderer's bids will be evaluated based on the Supply Chain bid compliance and mandatory returnable documents as specified in the bid.

### 8.1.2 Phase 2 Functionality

The evaluation criteria for measuring functionality and the weighting attached to each criterion is listed in the table below, and will be rated as follows:

### 8.1.3 Phase 3 Price and Specific Goals

Bidders that pass the threshold after the evaluation is completed will then be evaluated in terms of Price and Specific Goals

### 8.4 Bid Threshold

- a) The system comprises of the elements with total point up to 100  
b) The minimum score that can be achieved is 75

### Technical Evaluation Table

<b>Previous relevant / equivalent Projects of the company</b>		
Provide reference letters for ten (5) similar projects previously completed with contactable details.	<b>Maximum points</b>  <b>15</b>	
a. Name of the institution where the work was undertaken, and description of the scope of work.		
b. Confirmation that the bidder had successfully completed the service.		
c. Referee name and contact numbers.		
d. The duration of the project (Start date and end date)		
Five (5) projects (1x Appointment letter/PO   1x Completion   1x Reference)		15
Four (4) projects		12
Three (3) projects		9
Two (2) projects	<b>10</b>	6
One (1) project		3
<b>Company Profile</b>		
Provide a company profile including the following details:		
a. Structure (Organogram), and		
b. Quality management system (indicating how a minimum three step quality management system, reporting, filling, and document control will be maintained)		
Complete profile with both sub-headings (a and b)		10
Profile with 1 sub-heading (a & b)		5
Profile without requirements or no submission		0
<b>Detailed Project Execution plan and Methodology</b>	<b>50</b>	
Comprehensiveness: Detailed project plan and methodology. highly comprehensive, covering all critical aspects of maintenance, from Pre-Project Assessment, Equipment Readiness, Access Planning, Electrical Inspection and Maintenance, Structural Inspection to electrical work.		15
Safety Measures: Safety is a top priority, with well-defined safety protocols, equipment, and personnel training. Detailed emergency response procedures.		5
Environmental Responsibility: detailed environmental considerations by addressing the impact on local ecosystems and responsible waste disposal.		5
Quality Assurance: Detailed provisions for quality assurance are evident, ensuring that both maintenance work and equipment replacements adhere to high standards.		5
Flooring Protection: Detailed measures to protect types of flooring, showing careful attention to infrastructure preservation and specifying the protective materials to be used.		5

Project Timeline: detailed clear project schedule, which is essential for effective project management		5	
Risk Management: The detailed plan effectively identifies and mitigates risks associated with the project		5	
The proposed type of detailed maintenance plan for Reed lights		5	
Project Execution plan and Methodology does speak to the project.		0	
<b>Contractors Safety Plan</b>	<b>10</b>		
Tenders must provide health safety plan:			
Health and safety plan that indicates main activities (little or no breakdown of activities, time frames, etc).		15	
Health and safety plan that only indicates main activities (little or no breakdown of activities, time frames, etc).		7.5	
No health and safety plan provided		0	
<b>Key Personnel and Curriculum Vitae (CV)</b>	<b>15</b>		
Qualified electricians- <ul style="list-style-type: none"> <li>a. Provided CV with 5≤10 years' experience.</li> <li>b. Wireman License certificate (Provide wireman license certificate)</li> <li>c. NQF level 5- Electrical qualification (Provide Qualification Certificate)</li> </ul>		Electrician	5.0
Electrical Engineer- <ul style="list-style-type: none"> <li>a. Provided CV with 5≤10 years' experience.</li> <li>b. Registered with ECSA as Professional Engineering (Provide ECSA Certificate)</li> <li>c. B-Tech: Electrical or Equivalent NQF Level 7 (Provide Qualification certificate)</li> </ul>		Supervisor	5.0
Health And safety officer- <ul style="list-style-type: none"> <li>a. Provide CV with 5≤10 years' experience.</li> <li>b. Provide Health and safety qualification (National Diploma or NQF level 6)</li> </ul>		Health & Safety Officer	5.0

## **LIST OF ATTACHMENTS**

### **1. ANNEXURE Q BILL OF QUANTITIES**

**Bidders are hereby requested to complete and sign the attached Bill of Quantities attached as “Annexure A -H”. Failure to complete and sign the BOD will be regarded as non-responsive.**

### **2. ANNEXURE A: HEALTH AND SAFETY SPECIFICATIOB**

### **3. INSURANCE DECLARATION**

### **4. ANNEXURE C: MINOR WORKD AGREEMENT**

SBD1

PART A

INVITATION TO BID

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

BID NUMBER:	FP 05/2025 CS	CLOSING DATE:	11 DECEMBER 2025	CLOSING TIME:	11:00
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**DESCRIPTION** **APPOINTMENT OF A SERVICE PROVIDER FOR THE SERVICING OF MV SWITCHGEAR, TRANSFORMERS, GENERATORS AND LOW VOLTAGE DISTRIBUTION BOARDS IN FREEDOM PARK FOR PERIOD OF 24 MONTHS**

**BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)**

**BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**

CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	

**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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK BOX] APPLICABLE  <input type="checkbox"/> Yes <input type="checkbox"/> No

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) 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 (SBD7).**

#### 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 PIN 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."

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

NAME OF COMPANY OWNER/DIRECTOR: .....

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

### **TAX CLEARANCE CERTIFICATE REQUIREMEN**

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

**NOTE: Refer to BOQ**



## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

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

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

- 3.5 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

## **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**

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

$P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = 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.)**

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black owned		8		
51% -99% Black owned		6		
100% women owned		8		
51% -99% women owned		6		
100% youth owned		3		
51% -99% youth owned		2		
2% Owned by Persons with Disabilities		1		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/.....

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: .....

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**THE NATIONAL TREASURY**  
**Republic of South Africa**



**GOVERNMENT PROCUREMENT:**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- ☐ The General Conditions of Contract will form part of all bid documents and may not be amended.
- ☐ Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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<b>1. Definitions</b>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 "Contract" means the written agreement entered between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p>
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- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the 5 RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.\
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such 6 obligations of the supplier covered under the contract.

	1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
<b>2. Application</b>	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>4. Standards</b>	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
<b>5. Use of contract documents and information; inspection.</b>	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause</p> <p>5.1 Except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause</p> <p>5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser</p>
<b>6. Patent rights</b>	6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser



<p><b>7. Performance security</b></p>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</p> <p>(b) a cashier's or certified cheque</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<p><b>8. Inspections, tests and analyses</b></p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the</p>

	<p>contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>3.1 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>9. Packing</b>	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the ontract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
<b>10. Delivery and documents</b>	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p> <p>10.3</p>
<b>11. Insurance</b>	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
<b>13. Incidental services</b>	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in</li> </ul>



	<p>assembly, start-up, operation, maintenance, and/or repair of the supplied goods.</p> <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
<b>14. Spare parts</b>	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <p>(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>15. Warrant</b>	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract</p>
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p>

	<p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17. Prices</b>	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in the purchaser's request for bid validity extension, as the case may be.</p>
<b>18. Contract amendments</b>	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned</p>
<b>19. Assignment</b>	<p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p>
<b>20. Subcontracts</b>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
<b>21. Delays in the supplier's performan</b>	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause</p>

	<p>21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<b>22. Penalties</b>	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
<b>23. Termination for default</b>	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <p>(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</p> <p>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</p> <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.</p> <p>23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.</p> <p>23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.</p> <p>23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person</p>

	<p>the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.</p> <p>23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:</p> <p>(i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction (iii) the period of restriction; and (iv) the reasons for the restriction.</p> <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.</p>
<b>24. Anti-dumping and countervailing duties and rights</b>	<p>24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him</p>
<b>25. Force Majeure</b>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
<b>26. Termination for insolvency</b>	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that</p>



	such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
<b>27. Settlement of Disputes</b>	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
<b>28. Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<b>29. Governing language</b>	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

	31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice
<b>32. Taxes and duties</b>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<b>33. National Industrial Participation (NIP) Programme</b>	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34 Prohibition of Restrictive practices</b>	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>



## Contractors Declaration of Insurance

Contract Name: \_\_\_\_\_

I/we confirm, applicable to the above:-

- The effected insurance policies are listed below, with letters of good standing attached. (Note: the expiry date of these policies are not be less than three (3) months after the date of the *Complete order* stated on the Agreement);
- A current letter of good standing is attached with regard to Workmen's Compensation obligations;
- In respect of VAT and PAYE a copy of the current certificate and return (applicable to VAT) are attached.

POLICIES:	Insurer	Policy Number	Expiry Date
<ul style="list-style-type: none"> <li>• Public Liability</li> <li>• S/C "All Risks" incl. SASRIA</li> <li>• Employer's Liability</li> <li>• Professional Indemnity insurance (<b>when ever design is applicable</b>)</li> <li>• Supplementary Insurance's (if applicable)</li> </ul>			
COMPENSATION FUND	Registration Number	Effective date	Expiry Date
<ul style="list-style-type: none"> <li>• Workmen's Compensation</li> </ul>			
SARS:	Reference Number	Expire Date	Tax pin number
<ul style="list-style-type: none"> <li>• Tax pin compliance</li> </ul>			

SIGNATURE: .....

for and on behalf of the contractor who is by signature hereof warrants authorisation hereto

FOR AND ON BEHALF OF (Contractor's Name): .....

OFFICIAL CAPACITY:.....Date:.....





an agency of the  
Department of Sport, Arts and Culture

## **SITE SAFETY HEALTH & SAFETY SPECIFICATIONS (SSHSS)**

**PREPARED FOR CLIENT:**  
**FREEDOM PARK HERITAGE SITE & MUSEUM**

 <small>AN ACTIVITY SPACE Dedicated to the People of the City of Cape Town</small>	<b>REQUEST FOR QUOTATION FOR A SERVICE PROVIDER TO WATERPROOF THE EXISTING FLAT ROOF OVER THE ADMIN BUILDING AND SITE WIDE AT THE FREEDOM PARK HERITAGE SITE &amp; MUSEUM</b>	Rev No	00
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Site Specific Health and Safety Specifications (SSHSS) for Freedom Park Heritage Site and Museum

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## 1 Introduction

Freedom Park Heritage Site & Museum intends to waterproof the existing flat roof over the admin building and site wide at the park. Freedom Park developed Site Specific Health and Safety Specifications (SSHSS) in line with the Baseline Risk Assessment (BRA) as required by the Construction Regulation 5:1(b). The Principal Contractor should use this specification when developing the Site Specific Health and Safety Plan for this project.

### 1.1 Scope

This SSHSS was developed for the Freedom Park precisely for the project of waterproof the existing flat roof over the admin building and site wide. The Occupational Health and Safety Act, no 85 of 1993 and its Regulations together with SANS Codes set out minimum standards with regards to Occupational Health and Safety. Freedom Park in no way assumes The Principal Contractors legal liabilities and responsibilities. The Principal Contractor is and remains accountable for the quality and execution of his health and safety programme for employees. Furthermore, there is no acceptance of liability by the employer which may result from the Principal Contractor failing to comply with the Occupational Health and Safety Specification, the Principal Contractor remains responsible for achieving the required performance level.

It is realized that The Principal Contractor have its own Health and Safety Management system and safe work practices. The intention of this Health and Safety Specification is not to change The Principal Contractors Health and Safety management system, but to use its current Health and Safety management system to draw up a project Health and Safety plan according to these specifications.

It is the responsibility of the Principal Contractor and other Contractors to make themselves conversant and comply with the requirements and conditions contained in the various legislation pertaining to their profession and scope of works at all times.

This specification is not exhaustive of all duties imposed by the Occupational Health and Safety Act, no 85 of 1993 and its Regulations, governing the duties and obligations, of a Designer, Principal Contractor and Contractor performing duties in terms of an agreement with the client. These duties are fully described in the Occupational Health and Safety Act, no 85 of 1993 and its Regulations and it is the duty of every Designer, Principal Contractor and Contractor to acquaint themselves therewith before commencing work.

This specification is compiled to ensure that the Principal Contractor and any other Contractors working for Freedom Park directly or through a Principal Contractor, are aware of the Occupational Health and Safety requirements when working on a Freedom Park contract, as well as to make them aware of their legal liabilities and responsibilities as per the Occupational Health & Safety Act, Act 85 of 1993, and its Regulations.

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## 1.2 Overview of the Works

The project of waterproofing the existing flat roof over the admin building and site wide at the park entails the following activities:

- Remove tiles and brick paving where there is leakage as per the Engineer's representative's instruction
- Removal of the existing Waterproofing Membrane
- Removal of existing cement floor screed and installation of a new screed
- Crack sealing to roof slab
- Installation of waterproofing membrane roof slab
- Seal gutters and downpipes
- Removing existing tiles and retile
- Any other required work as instructed by the engineer

## 1.3 Abbreviations

<b>Act:</b>	The Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)
<b>Agent:</b>	Means any person who acts as a representative for a client;
<b>BRA:</b>	Baseline Risk Assessment
<b>CIDB:</b>	Construction Industry Development Board
<b>COID Act:</b>	Compensation for Occupational Injuries and Diseases Act
<b>DMR</b>	Driven Machinery Regulations, GNR. 295 of 26 February 1988
<b>FM:</b>	Freedom Park
<b>HIRA:</b>	Hazard identification and risk assessment
<b>MSDS:</b>	Material Safety Data Sheet
<b>OHS Act:</b>	Occupational Health and Safety Act
<b>PC:</b>	Principal Contractor
<b>SHE:</b>	Safety, Health, and Environment
<b>CR:</b>	Construction Regulations
<b>CHSA:</b>	Construction Health Safety Agent
<b>DoL</b>	Department of Labour

## 1.4 Definitions

The following definitions will apply to the SH&SS, acronyms given hereunder will apply:

**Audit** – A systematic and documented review of the effectiveness of implementation of processes, programmes and procedures, based on Freedom Park and process criteria

**“Construction Work”** means any work in connection with – the construction, erection, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure, road, railway, runway, sewer or water reticulation system; or the moving of earth, clearing of land, the making of an excavation, piling, or any similar civil engineering structure or type of work.

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**Hazard Identification and Risk Assessment and Risk Control (HIRA)** - Means a documented plan, which identifies hazards, assesses the risks and detailing the control measures and safe working procedures, which are to be used to mitigate and control the occurrence of hazards and risks during Construction or operation phases.

**The Act** - Means, unless the context indicates otherwise, the Occupational Health and Safety Act, 1993 (ACT NO. 85 of 1993) and Regulations promulgated there under. (OHS Act)

**Hazard** - Means a source of or exposure to danger (source which may cause injury or damage to persons, or property)

**Risk** - Means the probability or likelihood that a hazard can result in injury or damage.

**Risk Assessment** – A process of evaluating the risk(s) arising from hazards taking into account the adequacy of any existing controls and deciding whether or not the risk(s) is acceptable.

**Contractor** – An employer as defined in section 1 of the OHS Act, who performs construction work and includes Principal Contractors and Sub-Contractors.

**Hazardous Chemical Substance (HCS)** - Means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture or substances for which an occupational exposure limit is prescribed, or an occupational exposure limit is not prescribed, but which creates a hazard to health.

**SHE** - Safety Health and environment

**Construction Plant** - Encompasses all types of plant including but not limiting to, cranes, piling frames, boring machines, and excavators, dewatering equipment and road vehicles with or without lifting machines.

**Health and Safety Plan (HSP)** - The content of this document which will be made available on site for inspection by an inspector, Technical Officer, Agent, subcontractor, employee, registered employee organization, health and safety representative, or member of the health and safety committee.

**Health and Safety File** - Describes the file holding all records on health and safety for the project, which will be available at all, times for evaluation, and copy of which will be forwarded to the client upon completion of the project.

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## 2 Health and Safety Policy

Principal Contractor is expected to prepare the companies Health and Safety Policy that will cover Covid 19. The policy(ies) should declare their attitude and approach to the health, safety and welfare or hygiene of their employees and others. Provision must be made to review the policy regularly and the CEO or Managing Director must sign and date the policy to indicate his commitment to ensuring the health and safety of his employees.

## 3 Roles and Responsibilities

The Principal Contractor is considered to be an employer in his own right and shall comply with all legal requirements pertaining to an employer, which include the responsibility to provide as far as reasonably practicable a safe and healthy working environment for his employees, as per Section 8 of the OHS Act. The Principal Contractor shall appoint competent employees in writing but not limited as shown below:

Assistant to CEO	OHS Act 16(2)
Health and Safety Representative	OHS Act 17(1)
Nominated Health and Safety Committee Member	OHS Act 19(3)
Principal Contractor	CR 7(1)(c)(v)
Construction Manager & Alternate Construction Manager	CR 8 (1)
Assistant Construction Manager	CR 8(2)
Health and Safety Officer	CR 8(5)
Construction Supervisor	CR 8(7)
Assistant Construction Supervisor	CR 8(8)
Risk Assessor	CR 9(1)
Structure Inspector	CR 11(2)(a)
Temporary Works Designer	CR 12(1)
Temporary Works Supervisor	CR 12(2)
Excavation Supervisor	CR 13(1)(a)
Demolition Supervisor	CR 14(1)
Competent Person in the use of Explosives	CR 14(11)
Material Hoist Inspector	CR 19(8)(a)
Explosive actuated fastening device Inspector	CR 21(2)(b)
Explosive actuated fastening device cartridge Controller	CR 21(2)(g)(i)
Construction Vehicle & Mobile Plant Operator Authorised	CR 23(1)(d)(i)
Temporary Electrical Installation Controller	CR 24(c )
Stacking and Storage Supervisor	CR 28(a)
Fire Equipment Inspector	CR 29(h)
Incident investigator	GAR 9(2)
Lifting tackle inspector	DMR 18(10)(e)
Ladder inspector	GSR 13(a)
Certified Explosives Manager	R 12(1)
First Aider GSR	GSR 3(4)
Hazardous Chemical Substance Supervisor	



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#### 4 Implementation of the SSHSS

This project specific H&S specification (SHSS) forms an integral part of the contract, and the PC is required to make it an integral part of his contract. This specification must be read in conjunction with the OHSA and its regulations and any other standard relating to work being conducted in a safe manner. The information relative to the baseline risk assessment is to be taken into account when developing a Health and Safety Management System to mitigate any injury or health risk.

No work may commence without written approval of the Health and Safety Plan by the Pr.CHSA. Failure to comply with this requirement will result in a penalty, stoppage of part of, or the whole works with no extension of time or allowable claims.

In case of design changes or change in the scope of work an amended SSHSS may be issued that would incorporate the changes.

The CHS Agent will visit the project monthly or more frequently depending on the prevailing conditions on site. The Agent will also conduct ad-hoc visits to ensure compliance on site. All activities on site and all appropriate documentation will be monitored and reported to the Client, Architecture or QS or Engineer and PC. Non – Conformances will be issued and penalties or work stoppages instructions will be issued where the need arises. Communication between the OHS Agent and PC will be through the Engineer. The authority of the Client appointed OHS Agent shall be that as contemplated in Section 5 of the construction regulations.

#### 5 Notification of Construction Work

This project does not trigger application of Construction Work Permit and therefore require the PC to notify the Department of Labour at least 07 days before construction work is to be commences.

The successful tender is required to submit a Site-Specific Health and Safety Plan for approval before the works commences.

Adequate pricing for H&S is required and appropriate section in the BOQ is to be completed, Failure to complete the section could result in your tender being regarded as non-responsive.

#### 6 Project Specific Risk Requirements

Hazard Identification and Risk Assessment (HIRA), and are to be noted when developing the Site-Specific Health and Safety Plan and associated documentation. Identification of low or medium risks does not mean there is no risk involve. In depth's HIRA's and management systems are required to limit the exposure, likelihood and potential consequences as required by the Act and its relevant regulations. Personal Protective Equipment (PPE) will be issued by PC after analysing the hazards associated with his activities. The PPE is the last line of defence and should be used as such, meaning that it should be used after an Engineering, substitution and administrative control measures have been applied.

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These are hazards that have been identified and are expected to be prevalent during the execution of the project refer to BRA.

Working at height remains among the top causes of serious injury and fatality in the workplace. While this type of work is never without risk, the PC can minimise the risks if they understand working at height hazards and control measures and reduce the likelihood of a serious accident. These are some of the hazards that have been identified and are expected to be prevalent during the execution of the project:

- Working at height
- Falling
- The Risk of Fall Protection Equipment Failure
- Overloaded Ladders
- Fragile Working Surfaces
- Falling Objects
- Improper Ladder Positioning
- Weather conditions
- Gas Cylinders
- Pressure vessels
- Storage material
- Noise
- Hazardous chemicals and others
- Ergonomics

“As built” drawing show services, however, these have been proven to be inaccurate. The contractor must treat all services as live. Electrical and water lines are to be inspected. Public unrest the Principal Contractor may experience difficulties in accessing area. Procedure must be put in place to safeguard works and employees.

## 7 HSE Training and Competence

All employees that form part of the construction work must be trained and competent. Employees formally appointed to perform a certain duty must be in possession of a training certificate, received from an accredited registered training provider. All employees must as a minimum have received site specific safety induction training and must receive daily safe task instruction training (DSTI) before any work commences. Construction Health and Safety Officer must be registered with SACPCMP either as a Candidate with Mentor or Registered Construction Health and Safety Officer.

### 7.1 Training Needs (Training register)

There shall be a system in place to determine the training requirements of each individual, based on the tasks that the employee will perform as well as to ensure the health and safety of fellow employees and the public is not compromised in any way. Special attention should be given to employees who are Newley hired, new to the task or have combined responsibilities.

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## 7.2 Basic Safe Work Training (Induction Training)

Principal Contractor shall ensure that his employees are inducted into his own company Health and Safety Management System as well as basic safe work training (HSE Induction Training). The Principal Contractor shall ensure that his employees, Contractor's employees and visitors are inducted on site specific health and safety procedures. They will be made aware of the risks and hazards that are prevalent to site. The DSTI must be carried out each day before work commences and proof thereof must be available on site. Each work crew may conduct their own specific DSTI to discuss the hazards, risks and control measures associated with their task for the day.

The Principal Contractor shall have evidence that employees have been trained on the relevant procedures prior to and during the project duration. The evidence will be in a form of attendance register.

## 7.3 Formal Training

All qualifications for which there are SAQA registered training courses, must be regarded as the minimum required qualifications and training. To be deemed "competent" an employee must have received training at a registered training provider, the training course must be registered and if there is an assessment, the employee must have been found competent after the assessment. A person cannot be deemed competent after awareness training only.

The Principal Contractor shall ensure that the employees, as well as the employees of any Contractors that may be used, have received appropriate training for the type of work that will be performed, e.g. First Aid, Mobile Plant Operator, Working at height, Risk Assessment training, Safe Demolition Methods, etc.

## 7.4 Records

Record of all training shall be kept by the employer and shall be readily available. Records shall make provision for refresher training where applicable. Where an employee is legally appointed with certain duties and responsibilities a copy of the training certificate must be attached to the appointment.

## 8 Duties

There are various duties are imposed on the Client, Designer, Principal Contractor and the CHS Agent by the Construction Regulation, 2014, Sections 5, 6 & 7. Freedom Park will comply and carry out the required duties as contemplated in Section 5 of the Construction Regulations, 07 February 2014 and it is expected from the designer and every Principal Contractor to make themselves conversant with the requirements and duties imposed on them and to ensure that they comply with the requirements of section 6 & 7 at all times.

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## 9 Management and Supervision

The Principal Contractor shall ensure that the project is managed safely, and legal compliance is ensured at all times.

A full-time competent person must be appointed as a Construction Manager to manage all construction work, including health and safety compliance.

The construction manager must appoint construction supervisors responsible for construction activities and ensuring occupation health and safety on the construction site.

The Principal Contractor must appoint a full-time or part-time construction health and safety officer, who is registered with the SACPCMP, to assist in the control of health and safety aspects on site.

## 10 Risk Management

The Principal Contractor must follow a formal risk-based approach to ensure hazard control measures are implemented to an acceptable reasonable practical level. The Principal Contractor and his employees shall be responsible to ensure all hazards pertaining to his scope of activity are proactively identified, the risks assessed and appropriately eliminated or minimized and managed on an ongoing basis. Risk assessments shall also identify possible and potential environmental, health and hygiene issues pertaining to each hazard with potential exposures and limits.

### 10.1 Risk Assessment

The Principal Contractor shall, before the commencement of any construction work or work associated with the aforesaid construction work and during such work, conduct a risk assessment by a competent person, appointed in writing and the risk assessment so produced shall form part of the OH&S plan and be implemented and maintained as contemplated in Construction Regulation 9(1). Competence is a factor of training, knowledge, experience and/or appropriate qualifications.

The risk assessment shall include, as far as is reasonably practicable, at least: The task or task step; the identification of the risks and hazards to which persons may be exposed during the task or task step; The analysis and evaluation of the risks and hazards identified, inclusive of a residual risk rating methodology. The method to be used is not prescribed; a documented plan of safe work procedures, to mitigate, reduce or control those residual risks that have been identified as unacceptably high, by means of the rating system; a monitoring plan; a review plan, inclusive of dates to be adhered to; and Ergonomic related risks are to be analysed, evaluated and addressed as part of the process.

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Freedom Park has conducted a Baseline Risk Assessment as per clause 5(1) a of the construction regulation, which must be used by The Principal Contractor to develop task specific risk assessments before work commences.

## 10.2 Risk Assessment Monitoring

The Principal Contractor shall ensure that a monitoring plan for all risk assessments are in place. Risk assessments must be monitored to ensure effectiveness and employee understanding. The monitoring of risk assessments shall be formal, and records thereof shall be available for audit purposes.

## 10.3 Review of Risk Assessment

The Principal Contractor shall review the hazard identification, risk assessments and standard safe working procedures prior to any work activity commencement and at each production planning and progress report meeting as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and processes. The Principal Contractor shall provide the Employer, Contractors and all other concerned parties with copies of any changes, alterations or amendments as contemplated above.

Activities carried out without conducting a risk assessment or found to be non-compliant with the risk assessment, will be stopped until such time a risk assessment is compiled, and work is carried out according to the risk assessment. Risk assessments must be fully communicated to all relevant personnel and must be considered when establishing training, awareness and competency requirements.

## 10.4 Baseline Risk Assessment

Freedom Park prepared a Baseline Risk Assessment from which the Health and Safety Specifications for this project was prepared. The Baseline Risk Assessment highlights all work for which The Principal Contractor must prepare safe work procedures and or work method statements. It must be noted that the Baseline Risk Assessment is not exhaustive and Principal Contractors are required to identify risks and come up with control measures, this must be identified by Principal Contractor when preparing the Issue Based Risk Assessments. During the briefing, the client will brief tenderers about the hazards and risks that are associated with the anticipated construction work.

## 10.5 Continuous Risk Assessment

The Principal Contractor shall continuously assess the risks of the activities that are carried out. Risk assessments must be in writing, site specific and must be reviewed continuously to ensure it is current and it address all the relevant hazards and risks associated with the specific activity at the specific site.

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The Risk assessment must be discussed with the whole work crew before the activity starts and the work crew must acknowledge in writing having discussed the risk assessment and that they understand it. This acknowledgement must be on site and must be available to the client for audit purposes. The principal Contractor must appoint a competent risk assessor. The Baseline Risk Assessment for this Project is attached at the back of this document.

## 11 Legal Compliance and Document Control

### a) The Principal Contractor is required to implement systems and procedures to ensure legal compliance through:

- Identification of all relevant HSE legislation, standards and codes applicable to its operations.
- Have available copies of all relevant HSE legislation, standards and codes for reference purposes.
- Update legislation, standards and codes with any changes
- Communicate to all employees any changes that may affect their accountabilities and conformances.
- Incorporate any legal requirements into their HSE management system.
- Monitor and review their HSE management system for effectiveness.

### b) The Principal Contractor shall, as a minimum, comply with:

The Occupational Health and Safety Act (Act 85 of 1993) and its Regulations, an up-to-date copy of which shall be available on site at all times.

The Compensation for Occupational Injuries and Diseases Act (Act 130 of 1993), an up-to-date copy of which shall be available on site at all times.

Wherever in the Construction Regulations or this specification there is reference to other regulations (e.g. Construction Regulation 24: Electrical Installations and Machinery on Construction Sites) The Principal Contractor shall be conversant with and shall comply with these regulations.

All legal appointments of The Principal Contractor regarding the Health and Safety of his employees who are to work on the project are addressed and governed by the OHS Act and applicable Regulations. Legal appointments must be in place and must reflect in the project safety file before work commences.

### c) Overall Supervision and Responsibility for OH&S

Freedom Park will appoint the Principal Contractor in terms of Construction Regulation 5(1)(k). A Mandatory agreement as per Section 37.2 of the OHS Act, shall be signed between by both parties.

It is a requirement that the Principal Contractor, when he/she appoints other Contractors in terms of Construction Regulations 7(1)(c), 7(1)(d), 7(1)(f) and 7(3) includes in his agreement with such

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Principal Contractors the following: OH&S Act (85 of 1993), Section 37(2) agreement: "Agreement with Mandatory" OH&S Act (85 of 1993), Section 16(2) appointee(s) as detailed in his/her/their respective appointment forms. (Where applicable)

The signed Mandatory agreements shall be placed in the project file for reference and for audit trail purposes.

#### **d) Specific Supervision Responsibilities for OH&S**

The Principal Contractor shall appoint designated competent employees and/or other competent persons as required by the OHS Act and Regulations, as well as this specification. Appointments shall be in writing and the responsibilities clearly stated together with the period for which the appointment is made. This information shall be communicated to and agreed with the appointees. Where applicable, the training certificate must be attached to the appointment. Notice of appointments shall be submitted to the Employer. All changes shall also be communicated to the Employer.

It is a requirement that The Principal Contractor shall provide the Employer with an organogram of all sub-Principal Contractors that he/she has appointed or intends to appoint and keep this list updated and prominently displayed on site.

Designation of OH&S Representatives (Section 17 of the OH&S Act). Where the Principal Contractor employs more than 20 persons (including the employees of sub-Principal Contractors) the PC has to appoint 1 (one) OH&S representative for every 50 employees or part thereof. This is a minimum (legal) requirement. The Principal Contractor may at his own discretion appoint more OH&S representatives according to site specific requirements. General Administrative Regulation 6 requires that the appointment or election of the OH&S representatives be conducted in consultation with employee representatives or employees (Section 17 of the Act and General Administrative Regulation 6 & 7). OH&S representatives shall be designated in writing and the designation shall include the area of responsibility of the person and term of the designation. OH&S representatives must be experienced, permanently employed by The Principal Contractor or his sub-Principal Contractors, trained and able to move freely within their designated area of responsibility. The Freedom Park or client representative reserves a right to instruct the Principal Contractor to appoint more Health and Safety Representatives depending on the prevailing conditions on site.

#### **e) Duties and Functions of the OH&S Representatives (Section 18 of the OH&S Act)**

The Principal Contractor shall ensure that the designated OH&S representatives perform their functions in respect of the workplace or section of the workplace for which they have been appointed. These functions include conduct continuous monitoring and monthly inspections of their respective areas of responsibility, focusing on unsafe acts and unsafe conditions and report thereon to The Principal Contractor. OH&S representatives shall participate in accident or incident investigations. OH&S representatives shall attend all OH&S committee meetings. The complete list of functions can be found in Section 18 of the OHS Act.

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#### **f) Appointment of OH&S Committee (Sections 19 and 20 of the OH&S Act)**

The Principal Contractor shall establish an OH&S committee, which shall meet at least once a month, where two or more Health and Safety Representatives have been appointed. OH&S representatives must be appointed as OH&S committee members. The number of management appointed members may not exceed the number of OH&S representatives on the committee.

#### **g) Operational Integrity**

The operational integrity of plant, equipment, structures and protective systems must be monitored and assured on an ongoing basis throughout the project cycle. Hazards must be identified, assessed and as far as reasonably practicable, eliminated or the risks treated to as low as reasonably practicable (ALARP).

#### **h) Construction Plant & Equipment**

The Principal Contractor shall maintain all items of plant and equipment necessary to perform the work in a safe condition.

Freedom Park reserves the right to inspect items of plant and equipment brought to site and used on site by The Principal Contractor. Should it be found that any item is inadequate, faulty, unsafe or in any other way unsuitable for the safe and satisfactory execution of the work for which it is intended, The Principal Contractor will be advised of such observation / inspection, and The Principal Contractor shall be required to repair, make safe or remove such item from operation and replace it with a safe and adequate substitute.

#### **i) Standards and Registers**

As standard project procedures, The Principal Contractor is expected to:

- Set up an initial set of registers as per the requirements of the OHS Act and Regulations.
- Complete the registers for each piece of plant, tool and equipment brought on and used on site.
- Maintain a complete, continuous and comprehensive inspection and service history in these registers or checklists.
- Ensure daily, weekly, monthly inspections are done and recorded for all plant, tools & equipment by a competent person as required by the OHS Act and Regulations.
- Have the inspection and maintenance records available for audit purposes.

### **12 Occupational Health and Hygiene**

#### **12.1 Medical Fitness for Duty**

All Principal Contractor employees shall undergo medical examinations and be certified fit for duty by an Occupational Health Practitioner before they are allowed to work on site.

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The medical certificate must be in the form of Annexure 3 of the Construction Regulations and stipulate the possible exposures the employee might be exposed to during the execution of the project.

It is recommended and in the best interest of The Principal Contractor to implement pre-employment as well as exit medical surveillance, especially with regards to Section 8 of the Noise Induced Hearing Loss Regulation.

## 12.2 First Aid

According to GSR 3(4), where more than 10 employees are employed at a workplace / worksite, The Principal Contractor shall ensure that there is at least one trained first aider for every group of 50 employees at the workplace/site. First Aid boxes must be provided where more than 5 employees are employed and must be readily available and accessible for the treatment of injured persons at the workplace.

To ensure immediate treatment of an injured person, it is recommended that all work crews have at least one trained first aider, with a fully stocked first aid box, irrespective of the number of people in the work crew. This is especially important when Principal Contractors work at great distances from the nearest emergency facility or town. These persons shall be appointed in writing as the first aiders with their certificates attached as proof of competency.

The minimum contents of the first aid box shall be as per the supplied list in the General Safety Regulations.

All treatments done must be recorded on a register and kept with the first aid box. A trained and appointed first aider must be responsible for the first aid box and its content. Used content must be replenished as soon as possible.

In order to ensure prompt response at the emergency facility it is recommended that the W.CI 2 forms be partially completed with the employers' details.

## 12.3 Hygiene Facilities

The Principal Contractor and his Principal Contractors shall ensure compliance to Section 30 of the Construction Regulations with regards to facilities on the construction site as well as where accommodation is provided to employees on remote sites. The Principal Contractor shall ensure that the facilities are kept clean at all times, either through a service provider or self-employed persons. The Principal Contractor shall provide employees with at least one sanitary facility for each sex and for every 30 workers, changing facilities for each sex and sheltered eating areas.

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### 13 Waste Management

The Principal Contractor shall comply with all applicable and relevant Waste Management legislation, as well as municipal bylaws applicable to waste management.

The Principal Contractor shall remove all waste generated at the construction site on a daily basis or as soon as possible after generation to ensure good housekeeping at all times. The Principal Contractor shall have a waste management plan which must be implemented on the construction site and which will have the objective to ensure that waste is managed according to the Waste Management Hierarchy:

- Reduce what you can. If you cannot reduce then,
- Re-use what you can. If you cannot re-use then,
- Recycle what you can. What you cannot recycle,
- Convert into energy sources. If it cannot be converted to an energy source,
- Dispose of in a landfill – this is only to be done as a last resort and disposed without endangering human health and without using processes or methods which could harm the environment.

### 14 Hazardous Substance Management

The Principal Contractor shall ensure that hazardous substances brought onto site are easily identifiable and stored according to the requirements of the General Safety Regulations, GNR. 1031 of 1986, Section 4.

Where flammable liquids are being used or stored, this must be done in a manner which would not cause a fire or explosion hazard.

The Principal Contractor shall have Material Safety Data Sheets (MSDS) readily available for flammable, hazardous and toxic chemical substances and materials brought onto site and shall ensure that his employees are trained in these MSDS's.

Flammable, hazardous or toxic chemical substances may not be stored in empty food or drink containers. Empty flammable, hazardous and toxic containers must be disposed of in a safe manner, which will prevent further use of such a container.

A survey of the construction site must be done during site establishment, to locate any asbestos. Should asbestos be located, the conditions of the Asbestos Regulations, GNR. 155 of 2002 must be followed and complied with.

### 15 Principal Contractor

#### 15.1 Consultations, Communications and Liaison

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OH&S liaison between the Employer, the Principal Contractor, the Contractors, the designer and other concerned parties will be through the OH&S committee. In addition to the above, communication may be directly to the Employer or his appointed agent, verbally or in writing, as and when the need arises.

Consultation with the workforce on OH&S matters will be through their construction managers and supervisors, OH&S representatives and the OH&S committee. The Principal Contractor shall be responsible for the dissemination of all relevant OH&S information to The Principal Contractors e.g. design changes agreed with the Employer and the designer, instructions by the Employer and/or his/her agent, exchange of information between Principal Contractors, the reporting of hazardous/dangerous conditions/situations etc. The Principal Contractors' most senior manager on site shall be required to attend all OH&S meetings

## 15.2 Operational Procedures

Each construction activity shall be assessed by The Principal Contractor so as to identify operational procedures that will mitigate against the occurrence of an incident during the execution of each activity. This specification requires

The Principal Contractor:

- to be conversant with all relevant Regulations.
- to comply with their provisions.
- to include them in his OH&S plan where relevant

## 15.3 Checking, Reporting and Corrective Actions

The Employer will conduct monthly health and safety and document verification audits in compliance with Construction Regulation 5(1)(o) in order to ensure that The Principal Contractor has implemented and is maintaining the agreed and approved OH&S plan.

The Principal Contractor will ensure that periodic health and safety audits and document verification are conducted at intervals mutually agreed upon between the Principal Contractor and any Principal Contractor, but at least once every 30 days.

The Principal Contractor will be provided with a copy of the Health and Safety audit report within seven days after the audit. The employer or his representative may stop any Principal Contractor from executing a construction activity which poses a threat to the health and safety of persons which is not in accordance with the client's health and safety specification and the Principal Contractor's health and safety plan for the specific site.

## 15.4 Other Audits and Inspections by the Employer

The Employer reserves the right to conduct other ad hoc audits and inspections as deemed necessary. This will include site safety walks.

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### 15.5 Principal Contractor's Audits and Inspections

The Principal Contractor must conduct his own regular internal audits to verify compliance with his own OH&S management system, as well as with this specification. The Principal Contractor shall furthermore ensure that each Principal Contractor's health & safety plan is being implemented by conducting periodic audits at intervals mutually agreed between The Principal Contractor and Principal Contractors, but at least once per month.

### 15.6 Inspections by OH&S Representatives and other Appointees

OH&S representatives shall conduct weekly inspections of their areas of responsibility and report thereon to their foreman or supervisor whilst other appointees shall conduct inspections and report thereon as specified in their appointments e.g. vehicle, plant and machinery drivers, operators and users must conduct daily inspections before start-up.

### 15.7 Recording and Review of Inspection Results

All the results of the abovementioned inspections shall be in writing, reviewed at OH&S committee meetings, endorsed by the chairman of the meeting and placed on the OH&S File.

### 15.8 Project Health and Safety Management Plan

As per Section 5(1) (l) and Section 7(1) (a) of the Construction Regulations of 2014, The Principal Contractor shall develop, implement and administer a Health and Safety Management Plan. The plan shall be in writing and shall be negotiated between The Principal Contractor and Client or designated OHS Agent and must be approved by Freedom Park or the designated OHS Agent prior to the commencement of work on site. The plan shall demonstrate management's commitment to ensure employee health and safety as their primary objective during the contract. As a suggestion, the following elements may be used to develop the H&S plan:

- Introduction
- Mission
- Purpose & Scope
- Health, Safety and Environmental Policy
- Health, Safety and Environmental Goals
- Plan Objectives
- Leadership and Commitment
- Values supporting commitment.
- Roles, Responsibilities and Accountability
- Hazard and Risk Management Process
- Effective Consultation
- Planning
- Principal Contractor HSE Alignment
- Management of Contractors

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- On-Site
- Learning and Competency
- Project HSE Training and Competency Requirements
- Principal Contractor & Contractor Duties
- Minimum Training Requirements
- Medical fitness test
- Employee details
- Visitors to site induction
- Involvement, Communication and Motivation
- Safety Meetings
- Health & Safety Behaviour
- Information and Learning
- Hazard and Risk Management on site
- Hazardous Activities
- Hazardous Areas
- Hierarchy of Hazard Control
- Hazard and Risk Identification
- Risk Analysis and Evaluation
- Documented safe work procedures for hazardous activities.
- Hazard and Risk monitoring plan
- Hazard and Risk review plan
- Occupational Health and Hygiene
- Fitness for Work
- Hazardous Substances
- Airborne Chemical Substances
- Noise and Vibration
- Personal Hygiene
- Protection of Outdoor Workers
- Occupational Health Services on Site
- Performance Tracking and Accountability
- Positive Performance Indicators
- Workplace Observations and Audits
- Reporting
- Incident Management
- Emergency Preparedness and Response
- Incident Management
- Injury Management
- Waste Management
- Hazardous Waste
- Non-Hazardous Waste - Recyclable
- Non-Hazardous Waste – Non recyclable

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### 15.9 Project Health and Safety File

The Principal Contractor shall compile a project specific Health and Safety File that consist of all the relevant project specific documentation. The Health and Safety file may consist of multiple files, which when combined should contain all the required documentation.

It is recommended that the project specific Health and Safety file contain at least the following:

- Scope and summary of the project as well as any scope changes.
- Notification of Construction Work to DoL
- Proof of COID registration (Letter of Good Standing)
- Principal Contractor Health and Safety Policy statement signed by management.
- Mandatory Agreement – OH&S Act 37.2 (Between Employer and Principal Contractor)
- Signed Client Health and Safety specification
- Latest copy of the OHS Act and Regulations.
- Company Organogram depicting Health and Safety Responsibilities, including sub-Principal Contractors.
- Employee list including copy of IDs and medicals.
- Project specific Health and Safety Management Plan agreed with the Employer
- Relevant OH&S Legal appointments which includes duties and responsibilities as well as competencies (training certificate)
- Copies of minutes of meetings - OH&S committee and other relevant OH&S meeting minutes
- Designs/drawings (Construction Regulation 7(1)(e))
- Site specific Fall Protection Plan (if applicable)
- Risk Assessments
- Principal Contractor Induction material
- Waste management Plan
- Emergency preparedness (first aid, firefighting, emergency plan, etc.)
- Emergency Contact Telephone numbers
- HIV awareness program
- List of hazardous chemical substances used on site.
- Material Safety Data Sheets of hazardous chemicals on site
- List of plant & equipment to be used on site.
- Inspection Checklists/Registers of plant & equipment and emergency equipment
- List of Sub-Principal Contractors including type of work.
- Sub-Principal Contractor 37.2 Mandatory Agreements
- Sub-Principal Contractor appointments which shall include the type of work The Principal Contractor is appointed for.

### 15.10 Contracting Philosophy

Any site-specific hazards and safety management expectations will be made known to The Principal Contractor prior to the work commencing on site. Legal OHS requirements contained in

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the OHS Act and Regulations as well as SANS Codes are the minimum requirements The Principal Contractor must apply during this contract with regards to Occupational Health and Safety. The Principal Contractor shall apply, implement and enforce the minimum OHS Act & Regulations and SANS Codes requirements.

#### **15.11 Workers Compensation Registration**

The Principal Contractor shall ensure that his employees are covered for any occupational injuries and illnesses in terms of the Occupational Injuries and Diseases Act 130 of 1993, which cover shall remain in place and up to date for the duration of the project. The principal contractor must ensure that only contractors who have letter of good standing are eligible to work under this contract.

#### **15.12 HSE Non-Compliance**

It is a legal duty of the client according to the Construction Regulation 5(1) (q) that a Principal Contractor is stopped from executing any activity which poses a threat to the health and safety of persons. Depending on the seriousness of the non-compliance only the specific activity may be stopped until the non-compliance is rectified or the whole operation may be stopped.

It is also the duty of every employee to take reasonable care of his own health and safety and of other persons who may be affected by his acts as per OHS Act, Section 14(a). Keeping this in mind, it is required of The Principal Contractor to ensure his employees has the right to remove themselves from any unsafe situation or work activity, without any negative consequence to them until such time as The Principal Contractor has made the unsafe situation or activity as safe as practicable possible.

#### **15.13 Indemnity by Principal Contractor**

The Principal Contractor shall indemnify the Employer against and from all damages, losses and expenses (including legal fees and expenses) resulting from:

- the loss of output and delay caused by the slowing down or partial or total stoppage of work caused by:
- all or any of The Principal Contractor's workforce as a result of a dispute between all or any of the Principal Contractor's workforce and The Principal Contractor; or
- all or any of the Principal Contractor's suppliers' difficulty or impossibility to deliver goods or materials needed to perform the Works.
- Any unlawful, riotous or disorderly conduct by or amongst the Principal Contractor's personnel."

#### **15.14 The Principal Contractor Conduct**

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Guidelines to the most important rules that shall be implemented and maintained by the Principal Contractor:

- Complete compliance to the OH&S Act 85 of 1993 and Regulations
- Hazard identification and Risk Assessments for all activities
- Daily communication of DSTI talk before work commences.
- Safe access and egress to and from work areas.
- Good housekeeping and stacking practices.
- Safe lifting, rigging and slinging practices.
- Complying to Legal standards for lifting machinery & equipment
- No lifting in wind conditions exceeding 30km/h (This is a guide and is dependent on risk assessments)
- Securing of tools, equipment and material at heights
- Wearing of appropriate personal protective equipment as identified in the risk assessment.

#### **15.15 Principal Contractor and Contractor Management**

The Principal Contractor shall establish, maintain and ensure that all his Contractors establish and maintain HSE standards and systems as necessary and to comply with the Legal requirements as well as these HSE specifications.

The Principal Contractor shall be solely responsible for carrying out work on the project, having the highest regard for the health and safety of his employees and people in the vicinity of his work area.

#### **15.16 Public Health and Safety**

The Principal Contractor shall, as far as is reasonably practicable, be responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from said construction work as well as the precautionary measures to be observed to avoid or minimise those dangers.

This includes:

- Non- employees entering the site for whatever reason.
- The surrounding community
- Passers-by to the site.

#### **15.17 Designing for Health, Safety and Environment**

Designing for safety is a process aimed at minimizing injury, death, property damage or destruction and harm to the environment, by utilizing an approach to identify and eliminate or control hazardous areas. The project Designer and Principal Contractor must implement a process that ensures safety is incorporated in the design process, which includes temporary works as contemplated in the CR 2014 Section 6 and Occupational Health and Safety Act 85 of 1993 section 10.



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The Principal Contractor must communicate the anticipated risks and hazards resulting from the design to his employees and establish safe work procedures for the temporary works.

### **15.18 Incident Management**

The Principal Contractor shall ensure that a culture exists within his company that promotes the recognition, response, reporting and investigation of incidents, including near misses (near hits). The Principal Contractor must implement a procedure for reporting and investigating accidents, incidents and near misses. The Principal Contractor should have a clear objective and target to obtain zero injuries for the duration of the project and such an objective must be communicated to all employees. Appropriate corrective actions must be implemented, and the applicable learnings must be shared within The Principal Contractors business to prevent a recurrence of the incident or to prevent the near miss from becoming an incident in future.

### **15.19 Incidents and Accidents**

The Principal Contractor and his Contractors shall coordinate their investigation of all accidents/incidents where employees and non-employees were injured to the extent that he had to be referred for medical treatment by a doctor, hospital or clinic. The results of the investigation shall be entered into an accident/incident register, which must be updated with each accident/incident.

The Principal Contractor shall notify the relevant Freedom Park any incident / accident within the Principal Contractors or his Principal Contractors area of responsibility in writing as soon as possible.

Although the accident / incident is reported to the client, the Principal Contractor has a responsibility and is required by law to report any Section 24 accidents and incidents to the Department of Labour. Any road traffic accident must be reported to the relevant authorities.

It is essential that The Principal Contractor demonstrate that corrective and preventative action has been taken to prevent a similar incident in future and that it is communicated to all The Principal Contractors affected staff. A copy of the investigation, corrective and preventative action taken as well as the attendance register of the employees who attended the discussion of the incident and the action implemented to prevent a similar incident, must be forwarded to the Freedom Park.

Investigations must be completed for:

- Near Miss Incidents (To prevent it from becoming an incident)
- First Aid case Incidents
- Medical treatment case Incidents
- Fatalities

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### 15.20 Incident Reporting

The Principal Contractor shall provide the Employer with copies of all statutory reports required in terms of the Act within 7 days of the incident occurring. In addition, The Principal Contractor shall update monthly the Disabling Injury Frequency Ratio (DIFR) and display this information on a signboard at the site office.

The Principal Contractor is responsible for collecting, recording, calculating and reporting his and his sub-Principal Contractors Health & Safety statistics to the Freedom Park. The statistics should contain at least the following for all employees of all Principal Contractors working on the project:

- Total Number of workers
- Total Number of hours worked (on the Freedom Park project)
- Total Number of Near Miss Incidents
- Total Number of First Aid case Incidents
- Total Number of Medical Treatment case Incidents (Excluding Section 24 type incidents)
- Total Number of Section 24 type Incidents
- Preventative actions taken on incidents that have occurred.
- Communication to employees and Principal Contractors of incidents and preventative actions.

### 15.21 Project Specific Construction Requirements

The clause contains specific requirements for Contract, which must be adhered to in addition to minimum legislative requirements. The scope of work entails the following risks and hazards that will need to be managed throughout the project life cycle.

### 15.22 Daily Site Attendance Register

The Principal Contractor shall keep a daily site register so as to be able to identify the entire Principal Contractors personnel on site in case of an emergency or evacuation situation. The attendance register must include permanent as well as temporary workers working on the site.

All site visitors and any new Principal Contractors shall report to security / reception upon arrival at site. The Principal Contractor will only be granted first time access to work on the site if all required documentation has been provided and approved.

All visitors need to sign an attendance register when visiting the site. Visitors include all persons which are not permanently working on the site but excludes temporary site workers. Visitors must undergo site induction training before they are allowed on site to make them aware of the site dangers.

### 15.23 Emergency Numbers / Emergency Evacuation

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A list with emergency numbers must be readily available to first aiders and supervisors. Emergency numbers must be site specific and must display the nearest emergency facilities.

The Principal Contractor shall identify and formulate emergency procedures in the event an incident does occur. The emergency procedures thus identified shall also be included in The Principal Contractor's OH&S plan and communicated as part of induction training.

The Principal Contractor must implement an emergency evacuation procedure on site to ensure that in case of an emergency, all staff will leave their place of work when the emergency siren is sound and proceed to the demarcated emergency assembly point. The emergency assembly point must display the sign "Emergency Assembly Point".

An evacuation route diagram must be displayed and visible at strategic points in buildings and on notice boards.

All staff working on site must be given awareness training on the emergency evacuation procedure and evacuation drills must be exercised to ensure all staff know the correct procedure to follow in case of an emergency.

#### **15.24 Site Security**

Certain areas where work must be carried out, is recognized unsafe areas and certain other areas may from time to time become unsafe, due to 3rd party actions. The Principal Contractor must as far as reasonably possibly anticipate unsafe areas and must ensure that his site staff is safe from 3rd party actions, which include but is not limited to:

- Unrests,
- Violent Demonstrations,
- Theft,
- Injury from 3rd parties at all times.

The Principal Contractor must, when work is to be carried out in the above-mentioned areas, make provision for security services to accompany site staff during the execution of their work, as The Principal Contractor is responsible for the Health, Safety and Security of his own staff. The provision for security services must form part of The Principal Contractors tender.

#### **15.25 Personal Protective Equipment**

Comply with General Safety Regulations, Section 2. Personal protective equipment (PPE) should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of PPE is considered. The hierarchy of hazard elimination must be followed before the option of personal protective equipment is considered. The following hierarchy of controls must be followed:

- Elimination
- Passive Controls

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- Substitution – Using a cherry picker or man-lift instead of a ladder.
- Engineering Controls – Installing barrier railings; Installing stairs instead of using vertical ladders.
- Active Controls
- Administrative policies and procedures
- Personal protective equipment

Where it is not possible to create an absolutely safe and healthy workplace The Principal Contractor shall inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.

The Principal Contractor shall include in his OH&S plan the PPE he intends issuing to his employees for use during construction and the sanctions he intends to apply in cases of non-conformance by his employees. Conformance to the wearing of PPE shall be discussed at the weekly inspection meetings.

#### **15.26 Site Supervision**

The Principal Contractor shall appoint a competent Construction Manager who shall be responsible for the construction activities and for ensuring occupational health and safety compliance on the construction site.

#### **15.27 Structures**

The Principal Contractor shall ensure that all practicable measures are taken to prevent the uncontrolled collapse of new or existing structures 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 may be loaded in a manner which would render it unsafe.

#### **15.28 Cranes**

Crane operators must be competent to carry out their work safely and must be in possession of a valid medical certificate of fitness, issued by an occupational health practitioner.

The wind factor should always be taken into consideration when operating cranes and that a wind speed device is fitted that provides the operator with an audible warning when the speed exceeds the design engineer specification. Upon noticing that the wind speed is equal or more than the specified speed limit, the operator should stop immediately.

Construction Vehicles & Mobile Plant should comply with Construction Regulation, Section 23, National Road Traffic Act, 1996

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### **15.29 Electrical Equipment**

The Principal Contractor shall take adequate steps to ascertain the presence of and guard against danger to workers from electrical cables or apparatus which is under, over or on the site. The exact location of underground electric power cables must be determined before any excavators are used for excavation purposes. The location of overhead electrical cables must be assessed when working with cranes and lifting equipment.

All temporary electrical installations must be inspected at least once a week by a competent person and the records of the inspections must be recorded in a register which must be kept on site.

### **15.30 Temporary Storage of Flammable Liquids**

The Principal Contractor must ensure storage areas of flammable liquids are well ventilated and “No Smoking” signs are placed at the entrances and ventilation ducts of the storage areas. Firefighting equipment must be available in suitable positions around the storage areas.

The Principal Contractor must ensure that good housekeeping is practiced in and around the flammable storage areas.

### **15.31 Water Environments**

The Principal Contractor must ensure that a lifejacket forms part of the employees PPE and is worn when the employee is exposed to the risk of drowning, by falling into water.

The risk assessment must make provision for the rescuing of persons in danger of drowning and for preventing employees from falling into the water. When working over water environments, Section 10 of the Construction Regulations – Fall Protection will also apply.

### **15.32 Housekeeping**

The Principal Contractor shall ensure that suitable and acceptable housekeeping is continuously implemented and maintained on the construction site. Off-cuts and waste must be removed by the end of the shift or as soon as practicable. The PC should CR 27 and Environmental Regulations for Workplaces, Section 6(3).

### **15.33 Stacking & Storage of Material & Equipment**

The Principal Contractor shall appoint a competent person in writing with the duty of supervising all stacking and storage operations on site. Stacking shall only take place in areas specifically demarcated for this purpose. Circular items must be secured with wedges or chocks.

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Items removed from a stack shall only take place from the topmost layer of the stack. Stacks shall not obstruct any fire extinguishing equipment, first aid equipment, electrical switchgear (DB Boxes) and ventilation or lighting installations. Unstable stacks must be broken down immediately.

#### **15.34 Fire Precautions**

The Principal Contractor must provide his own firefighting equipment that is within the service date and safe for use. Firefighting equipment must be on a register and inspected by a competent person who has been appointed in writing.

Suitable and sufficient fire extinguishing equipment must be placed at strategic locations and a sufficient number of firefighters must be available, which must be trained in the use of it.

#### **15.35 Intoxicating Liquor and Drugs**

The site limit for intoxication is set to zero to complement a vision of zero tolerance. Any person found to be intoxicated, or consuming intoxicating liquor or illegal drugs, will not be allowed onto the premises and/or will be removed from the premises.

The Principal Contractor has the right to test any person entering the premises for intoxicating liquor or illegal drugs and may refuse entrance on the basis of the outcome of the test.

The Principal Contractor shall ensure that employees taking prescription medicine informs The Principal Contractor of such and shall ensure that the side effect of such medicine does not constitute a hazard to the employee himself or people working in close vicinity to the employee.

#### **15.36 Confined Space Work & Tunnelling**

The Principal Contractor shall ensure that only authorized persons enter confined spaces. An entrance log must be kept ensuring people are not left inside the confined space. Adequate air monitoring must be carried out before entering the confined space.

#### **15.37 Site Services**

The Principal Contractor shall provide and maintain on the Site adequate and suitable sanitary services and a supply of potable water for The Principal Contractor's, the Employer's and the Engineer's personnel engaged on the Contract and, if necessary, similar facilities elsewhere for such personnel off the Site.

#### **15.38 Drinking Water**

The Principal Contractor must ensure that an adequate supply of potable drinking water is available for The Principal Contractor's, the Employer's and the Engineer's personnel engaged on the Contract and, if necessary, similar facilities elsewhere for such personnel off the Site.

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Employees working in hot conditions must consume enough water per hour to prevent dehydration.

Where water is unsafe for human consumption, it must be indicated by means of adequate signage.

#### **15.39 Traffic Control**

The Principal contractor should prepare the traffic management plan in terms of National Road Traffic Act, 1996 for approval before the construction begins. All the intersections; bypass and railway line should be declared as the high accident area. Traffic management training should be provided to all the employees working next those high-risk areas. Any road traffic accident must be reported to the relevant authorities.

#### **15.40 Permits**

The Principal Contractor should before commencement with the works obtain the permits; licenses and or wayleave for all activities which trigger authorisation in terms of South African Acts and Regulations. The permits should be kept on site and be made available for inspection at all the times.

#### **15.41 Accommodation**

The Principal Contractor shall comply with the requirements of Construction Regulation 30 with regards to employee's facilities and accommodation. Reasonable and suitable living accommodation must be provided to employees who are far removed from their homes. No accommodation will be allowed on the construction site.

#### **15.42 Site Establishment**

The principal contractor must ensure that a layout design of the site is provided to the Engineer depicting the position of offices, ablution facilities, storage, workshops, stockpile areas, waste disposal facilities and access routes. The designing of the site layout must take into account minimum disturbance to residents, businesses and the surrounding environment.

Prior to the commencement of any vegetation clearing or tree felling activities, the Principal Contractor must ensure that the Engineer is contacted to confirm areas that are to be cleared. No trees or indigenous shrubs will be removed without the prior permission of the Engineer, unless in keeping with the final site reinstatement.

Where possible, wetlands shall be avoided during construction and disturbance to these areas minimized. Construction may only occur within or close to watercourses if prior permission is obtained from the Engineer.

Location of all underground services must be requested before commencement of construction. If this information is not available, the contractor, must only begin with excavation on receiving approval from the engineer and after endeavoring to identify the existence of all underground

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services. The Principal Contractor must obtain permission from the Engineer for roads that are to be created for construction access. Photographs of the state of existing site shall be taken for record purposes.

The Principal Contractor shall ensure that suitable and acceptable housekeeping is continuously implemented and maintained on the construction site. Off-cuts and waste must be removed by the end of the shift or as soon as practicable. The PC should CR 27 and Environmental Regulations for Workplaces, Section 6(3).





## MINOR WORKS AGREEMENT

Project

Employer

Contractor

Contract Date

File Code

## The Joint Building Contracts Committee® - NPC Minor Works Agreement Edition 5.2 – May 2018

### JBCC®

The Joint Building Contracts Committee® NPC (JBCC®) is representative of building owners and developers, professional consultants and general and specialist contractors who contribute their knowledge and experience to the compilation of the JBCC® documents. The JBCC® documents portray the consensus view of the constituent members and are published in the interests of standardisation and good practice with an equitable distribution of contractual risk

For more information about the JBCC®, frequently asked questions, where documents may be purchased as well as training courses visit [www.jbcc.co.za](http://www.jbcc.co.za). The JBCC® does not sell directly to users but may be contacted at [info@jbcc.co.za](mailto:info@jbcc.co.za)

### Minor Works Agreement structure

The agreement clauses follow the project execution sequence. The documents aim to set out clear, balanced and enforceable procedures, rights and obligations which, when competently managed and administered, protect the employer, contractor and subcontractors alike. The following additional documents form part of the suite of contract agreements:

- The JBCC® Minor Works Agreement Contract Data that incorporates specific employer and contractor requirements
- The JBCC® General Preliminaries that covers all aspects of preliminaries for most types of projects

This agreement is intended for use where:

- The works are not complex

The employer appoints:

- A principal agent to administer the agreement and or other agents for specific aspects of the works
- Direct contractors for specialised work or installation not undertaken by the contractor

This agreement is suitable but not limited for use where:

- The contractor is a small to medium enterprise
- The employer carries the major liabilities related to the works
- The employer is responsible for the primary insurances related to the works

This agreement is *not* suitable where the works requires:

- The appointment of nominated or selected subcontractors
  - Cost fluctuations
- and is *not* considered suitable where:
- The anticipated construction period is longer than nine months
  - The necessary contract documentation is not complete and available at tender stage
  - Completion in sections is required

### Warning!

The JBCC® Minor Works Agreement Edition 5.2 has been coordinated with the JBCC® General Preliminaries and the JBCC® certificate forms and support documents. Forms from previous editions are not compatible with the JBCC® Minor Works Agreement Edition 5.2

Persons entering into or preparing contracts using the JBCC® suite of contract agreements and support documents are warned of the dangers inherent in modifying any part of it

Experience has shown that changes drafted by others, including members of the building professions, often have results that may be prejudicial to either, or both, parties

### Disclaimer

While the JBCC® aims to ensure that its publications represent best practice, it does not accept or assume any liability or responsibility for any events or consequences which derive from the use of the JBCC® documents

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## Actions by the parties / principal agent within a given time

Clause	Time period	Action	Purpose
2.4	1WD-7 CD	parties or principal agent,	notices deemed to be received
5.4	5 WD	contractor > PA > employer	non-performance of an agent i.t.o. this agreement
5.5	10 WD	employer	inability to act, replace/appoint another agent i.t.o. this agreement
5.5	5 WD	contractor > employer	not appoint agent on reasonable objection
8.0	before start	employer	works risk/public liability/supplementary insurance
9.3.1	15 WD	parties	provide securities
9.3.2	20 WD	parties	provide replacement securities
9.3.3		parties	adjust security value if contract value increased by 10%+
9.3.4	10 WD	parties	return original security form on expiry
11.1	15 WD	contractor	provide security/priced document/programme
11.2.6	10 WD	contractor	commence works
12.0	before start	principal agent + agents	setting out information
14.3	5 WD	contractor	carry out a contract instruction, where practical
15.2.2	5 WD	contractor > principal agent	notice to inspect for practical completion
15.3		principal agent > contractor	list for practical completion after inspection
15.4	5 + 5 WD	contractor > principal agent	no 'list' > notice > deemed practically complete
16.3	5 WD	principal agent > contractor	updated list for final completion after inspection
17.4.1	10 WD	principal agent	revised date for practical completion
17.4.2	10 WD	principal agent	adjustment of the contract value
19.2	date [CD]	PA > contractor/employer	issue payment certificate and support forms
19.9	14 CD	employer pay contractor	make payment from date of payment certificate
19.10	21 CD	contractor pay employer	i.t.o. schedule from principal agent
19.11	3 WD notice	contractor > employer	no payment, notice to suspend/call on security/termination
19.12	5 WD	principal agent > contractor	final 'pay' certificate after certificate of final completion/accept final account
20.5	notice	contractor > principal agent	notice of possible expense and loss
20.8	30 WD	principal agent	prepare final account after date of practical completion
20.9	15 WD	contractor	accept final account
20.10	10 WD	contractor > principal agent	notice dispute final account/resolve issues and issue final account
21.2	5 WD notice	employer (PA) > contractor	list of defaults to be remedied > suspend works
21.4	5 WD notice	employer > contractor	intention to terminate if default not remedied
21.5	forthwith	employer > contractor	termination
21.7	10 WD	contractor > employer	intention to suspend/terminate if defaults not remedied
21.14.1	10 WD	contractor	remove construction equipment after termination
21.20	20 WD	principal agent (+ contractor?)	prepare status report
21.22	30 WD	principal agent (+ contractor?)	complete and agree final account
22.1	notice	either party	notice of a disagreement
22.2	10 WD	either party	disagreement not resolved > dispute
22.5.4	10 + 10 WD	either party	no determination > notice, no determination > arbitration

# MINOR WORKS AGREEMENT

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# INTERPRETATION

## 1.0 DEFINITIONS and INTERPRETATION

### 1.1 Definitions

A word or phrase in bold type in this agreement shall have the meaning assigned to it in these definitions  
A word or phrase not in bold type shall be interpreted in the context of its usage

**AGENT:** An entity [CD] appointed by the **employer** to deal with specific aspects of the **works**

**AGREEMENT:** The JBCC® Minor Works Agreement and the JBCC® **contract data**, the **contract drawings**, the specification, the **priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

**BILLS OF QUANTITIES:** The document drawn up in accordance with the measuring system [CD]

**CALENDAR DAYS:** Twenty-four (24) hour days commencing at midnight (00:00) which include Saturdays, Sundays, proclaimed public holidays and recorded **contractor's** annual holiday periods [CD]

**CERTIFICATE of FINAL COMPLETION:** A certificate issued by the **principal agent** to the **contractor** with a copy to the **employer** stating the date on which **final completion** of the **works** was achieved

**CERTIFICATE of PRACTICAL COMPLETION:** A certificate issued by the **principal agent** to the **contractor** with a copy to the **employer** stating the date on which **practical completion** of the **works** was achieved

**CONSTRUCTION EQUIPMENT:** Equipment and/or plant provided by or belonging to the **contractor** used during the **construction period**

**CONSTRUCTION INFORMATION:** All information issued by the **principal agent** and/or **agents** including this **agreement**, specifications, drawings, schedules, **notices** and **contract instructions** required for the execution of the **works**

**CONSTRUCTION PERIOD:** The period commencing on the date [CD] of possession of the **site** by the **contractor** and ending on the date of **practical completion**

**CONTRACT DATA:** The document listing the project specific information

[CD]: The notation used where additional information is recorded in the **contract data**

**CONTRACT DRAWINGS:** The drawings listed [CD]

**CONTRACT INSTRUCTION:** A written instruction issued by or under the authority of the **principal agent** to the **contractor** which may include drawings, photographs and other **construction information**

**CONTRACT MINUTES:** A comprehensive set of minutes prepared by the **principal agent** in which all pertinent contractual information that arises at meetings is progressively recorded

**CONTRACT SUM:** The accepted tender amount, inclusive of **tax** [CD] that is not subject to adjustment

**CONTRACT VALUE:** A monetary value initially equal to the **contract sum**, inclusive of **tax** that is subject to adjustment in terms of this **agreement**

**CONTRACTOR:** The **party** [CD] contracting with the **employer** for the execution of the **works**

**DEFAULT INTEREST:** Interest at six (6) percentage points per annum above the ruling rate of **interest** where payment has not been received within the stipulated period compounded monthly from the due date for payment until the date of payment

**DEFECT:** Any aspect of materials and workmanship forming part of the **works** that does not conform to the **agreement** and/or **construction information**

**DIRECT CONTRACTOR:** An entity appointed under separate agreement by the **employer** to do work on **site** prior to **practical completion** [CD]

**EMPLOYER:** The **party** [CD] contracting with the **contractor**

**EMPLOYER'S ALLOWANCE:** An amount including the **contractor's** mark-up included in the **contract sum** for work intended for execution by the **contractor**, or by others, the extent of which is identified but not detailed

**FINAL ACCOUNT:** The document prepared by the **principal agent** that reflects the final **contract value** of the works at final **completion** or termination

**FINAL COMPLETION:** The stage of completion of the **works** as certified by the **principal agent** where the **works** has been completed and is free of **defects**

**FINAL PAYMENT CERTIFICATE:** The certificate issued by the **principal agent** after the issue of the **certificate of final completion** after the **final account** has been agreed

**FORCE MAJEURE:** An exceptional event or circumstance that:

- Could not have been reasonably foreseen
- Is beyond the control of the **parties**, and
- Could not reasonably have been avoided or overcome

Such an event may include but is not limited to:

- Acts of war (declared or not), invasion and/or hostile acts of foreign enemies
- Insurrection, rebellion, revolution, military or usurped power and terrorism
- Civil commotion, disorder, riots, strike, lockout by persons other than the **contractor's** employees or his subcontractors
- Sonic shock waves caused by aircraft or other aerial devices and ionising or radioactive contamination
- Explosive materials, except where attributable to the **contractor's** use of such technology
- Natural catastrophes including earthquakes, floods, hurricanes or volcanic activity

**FREE ISSUE:** Materials and goods provided at no cost to the **contractor** by the **employer** for inclusion in the **works** [CD]

**GUARANTEE for ADVANCE PAYMENT:** A security in terms of the JBCC® Guarantee for Advance Payment form, obtained by the **contractor** from an institution approved by the **employer**

**GUARANTEE for CONSTRUCTION:** A security in terms of the JBCC® Guarantee for Construction form, obtained by the **contractor** from an institution approved by the **employer**

**GUARANTEE for PAYMENT:** A security in terms of the JBCC® Guarantee for Payment form, obtained by the **employer** from an institution approved by the **contractor**

**INTEREST:** The bank rate applicable from time to time to registered banks borrowing money from the Central or Reserve Bank of the country [CD]. The ruling bank rate on the first **calendar day** of each month shall be used in calculating the interest due for such month

**JBCC®:** The Joint Building Contracts Committee® NPC

**LATENT DEFECT:** A defect that a reasonable inspection of the **works** by the **principal agent** and/or **agents** would not have revealed

**LAW:** The law of the country [CD]

**LIST FOR COMPLETION:** A list that may include marked up drawings and photographs issued by the **principal agent** where **practical completion** has been certified, listing **defects** and/or outstanding work to be completed

**LIST FOR FINAL COMPLETION:** A list that may include marked up drawings and photographs issued by the **principal agent** after the inspection of the **works** for **final completion**, where **final completion** has not been achieved, listing **defects** and/or outstanding work to be completed to achieve **final completion**

**LIST FOR PRACTICAL COMPLETION:** A comprehensive and conclusive list that may include marked up drawings and photographs issued by the **principal agent** after the inspection of the **works** for **practical completion**, where **practical completion** has not been achieved, listing the **defects** and/or outstanding work to be completed to achieve **practical completion**

**MATERIALS AND GOODS:** Unfixed materials, goods and/or items prefabricated for inclusion in the **works** whether stored on or off the **site** or in transit

**NOTICE:** A written communication, excluding social media, issued by either **party**, the **principal agent** and/or **agents** to the other **party**, the **principal agent** and/or **agents** to, inter alia, record an event, request for outstanding **construction information** and/or where **suspension** and/or resumption of the **works** and/or termination of this **agreement** is contemplated

**PARTY:** The **employer** and/or the **contractor** and "**parties**" shall refer to both of them

**PAYMENT CERTIFICATE:** A certificate issued at regular agreed intervals [CD] by the **principal agent** to the **parties** certifying the amount due and payable in terms of the JBCC® Payment Certificate format

**PAYMENT REDUCTION:** The **security** selected by the **contractor** as a payment reduction from the value certified in a **payment certificate**. The **principal agent** shall withhold ten per cent (10%) of each **payment certificate** until five per cent (5%) of the **contract sum** is reached. Half this amount is released at **practical completion** and the remainder included in the **final payment certificate**

**PENALTY:** The stipulated amount per **calendar day** [CD] payable by the **contractor** to the **employer** where the date or the revised date for **practical completion**, whichever is the later, has not been met

**PRACTICAL COMPLETION:** The stage of completion as certified by the **principal agent** where the **works** has been completed and is free of patent **defects** other than minor **defects** identified in the **list for completion** and can be used for the intended purpose [CD]

**PRELIMINARIES:** The JBCC® General Preliminaries and/or the items listed in the preliminaries section of the **priced document**

**PRICED DOCUMENT:** The document incorporating quantities and/or rates used in the compilation of the **contract sum** such as **bills of quantities**, **preliminaries** and schedules of rates

**PRIME COST AMOUNT:** An amount included in the **contract sum** for the delivered cost of **materials and goods** obtained from a supplier as instructed by the **principal agent**

**PRINCIPAL AGENT:** The entity [CD] appointed by the **employer** with full authority and obligation to act in terms of this **agreement**

**PROGRAMME:** A diagrammatic representation of the planned execution of units of work or activities indicating the dates for commencement and completion prepared and maintained by the **contractor**

**SECURITY:** A monetary guarantee [CD] provided by the **employer** to the **contractor**, or vice versa, in terms of this **agreement** [CD] from which either **party** may recover expense and loss in the event of default

**SITE:** The land, or place, where the **works** is to be executed [CD]

**STATUS REPORT:** A report compiled by the **principal agent** and/or **agents** in the event of termination of the **agreement**, or where the **works** has been suspended due to a **force majeure** event, to record the state of completion or otherwise of the **works**. Such **status report** may include marked up drawings and photographs

**SUSPENSION:** The temporary cessation of the **works** by the **contractor**

**TAX:** Value-added tax, general sales tax or similar consumption tax applicable by law

**WORKING DAYS:** **Calendar days** which exclude Saturdays, Sundays, proclaimed public holidays and recorded annual **contractor's** holiday periods [CD]

**WORKS:** The extent of work to be executed by the **contractor** described in the **agreement** and **contract instructions**, which includes **free issue**, and **materials and goods**. Work or installations to be executed by **direct contractors** and others responsible to the **employer** are excluded [CD]

## 1.2 Interpretation

- 1.2.1 The words 'accept, allow, appoint, approve, authorise, certify, decide, demand, designate, grant, inform, instruct, issue, list, **notice**, notify, object, record, reduce, refuse, request, state' and their derivatives require such acts to be in writing
- 1.2.2 The masculine gender includes the feminine and neuter genders and vice versa, the singular includes the plural and vice versa and a person includes juristic or artificial persons
- 1.2.3 The headings of clauses are for information only and shall not be used in interpretation
- 1.2.4 Reference to a clause number written as [54.3.2] means that specific clause: or clause [54.3.2-4] means sub-clauses 2 to 4 inclusively; or clause [54.3.2 & 4] means sub-clauses 2 and 4 only
- 1.2.5 The word 'deemed' shall be conclusive that something is fact, regardless of the objective truth

## 2.0 LAW, REGULATIONS AND NOTICES

- 2.1 The **parties** shall comply with the **law** [CD], obtain permits, licences and approvals required and pay related charges for the execution of the **works**. The **employer** shall obtain permits, planning, building or similar permissions and pay charges for the **works** other than those which are the responsibility of the **contractor**
- 2.2 All communication or **notices** between the **parties** shall be in the language of this **agreement** and in a form that can be read, copied and recorded
- 2.3 Legal processes arising out of or concerning this **agreement** may validly be delivered to and served on the **parties** at the physical address of the **parties** recorded in this **agreement**. Either **party** may, at any time, by **notice** to the other, change its physical address provided it is in the same country
- 2.4 **Notices** given in terms of this **agreement** shall be deemed to have been received where:
  - 2.4.1 Delivered by hand - on the day of delivery
  - 2.4.2 Sent by electronic mail, excluding social media - within one (1) **working day**
  - 2.4.3 Sent by registered post - within seven (7) **calendar days** after posting

## 3.0 OFFER, ACCEPTANCE AND ASSIGNMENT

- 3.1 The objective of this **agreement** is the execution of and payment for the **works** for which there has been an offer by the **contractor** and an acceptance by the **employer**
- 3.2 The currency applicable to this **agreement** is as recorded [CD]
- 3.3 This **agreement** shall come into force on the date of acceptance by the **employer** and continue to be of force and effect until the end of the **latent defects** liability period [16.0] notwithstanding termination [21.0] or the certification of **final completion** [16.2.2] and final payment [19.8]
- 3.4 Should any provision of this **agreement** be unenforceable the **parties** shall in good faith agree alternative provisions in terms of this **agreement**
- 3.5 Failure or omission by a **party** to enforce any provision of this **agreement** shall not constitute a waiver of such provision or affect such **party's** rights to require the performance of such provision in the future
- 3.6 Neither **party** shall assign or cede rights or assign rights or obligations under this **agreement** without the prior written consent of the other **party**, which consent shall not be unreasonably withheld

## 4.0 DOCUMENTS

- 4.1 Documents referred to in this **agreement** shall mean the current edition thereof with all amendments thereto as at the date of submission of the **contractor's** tender
- 4.2 The **parties** shall sign the original **agreement** and shall each be issued with a copy thereof. The original signed **agreement** shall be held by the **principal agent** [CD]
- 4.3 The **priced documents** shall not be used as a specification of **materials and goods** or methods
- 4.4 The content of this **agreement** shall not be published or disclosed or used for any purpose other than that specified in this **agreement**
- 4.5 The **principal agent** and/or **agents** shall timeously provide the number of copies of drawings, un-priced **bills of quantities** and other **construction information** at no cost to the **contractor** [CD]

## 5.0 EMPLOYER'S AGENTS

- 5.1 The **employer** warrants that the **principal agent** has full authority and obligation to act and bind the **employer** in terms of this **agreement**. The **principal agent** has no authority to amend this **agreement**
- 5.2 The **employer** may appoint **agents** to deal with specific aspects of the **works** in terms of this **agreement** [CD]. The **principal agent** shall give **notice** to the **contractor** where such authority is delegated to issue **contract instructions** and perform duties for specific aspects of the **works**



- 5.3 The **principal agent** and/or **agents** shall declare any interest or involvement in the **works** other than a professional interest, where applicable [CD]
- 5.4 Where the **principal agent** fails to act in terms of this **agreement** and/or any **agent** fails to act in terms of delegated authority, the **contractor** shall give **notice** to the **principal agent**, with a copy to the **employer**, to rectify such default within five (5) **working days**. Where such default has not been rectified, the **contractor** may give **notice** to suspend the **works**
- 5.5 Where the **principal agent** or any **agent** fails to act or is unable to act or ceases to be the **principal agent** or an **agent** in terms of this **agreement**, the **employer** shall appoint another **principal agent** or **agent** within ten (10) **working days** of the date of such **notice** from the **contractor**. The **employer** shall not appoint a **principal agent** or an **agent** against whom the **contractor** makes reasonable objection within five (5) **working days** of receipt of **notice** of intention to make such an appointment
- 5.6 The **employer** shall not interfere with or prevent the **principal agent** or an **agent** from exercising fair and reasonable judgement when performing their obligations in terms of this **agreement**

## 6.0 PRINCIPAL AGENT

- 6.1 The **principal agent** shall:
- 6.1.1 Administer this **agreement**
- 6.1.2 Meet regularly with the **contractor** and **agents** to monitor progress of the **works**, and to deal with technical and coordination matters. The **principal agent** shall record and timeously distribute the **contract minutes** of such meetings
- 6.1.3 Issue **construction information** timeously
- 6.1.4 Give the **contractor** interpretations and direction on the standard of work and the state of completion of the **works** required of the **contractor** to achieve **practical completion** and **final completion**
- 6.1.5 Revise the date for **practical completion** [17.0]
- 6.1.6 Issue a **certificate of practical completion** and a **certificate of final completion** where the **works** has reached the specified standard of completion [15.3.3; 16.2.2]
- 6.1.7 Issue interim **payment certificates** to the **contractor** by the due date [CD] with a copy to the **employer** until the issue of the **final payment certificate** [19.2]
- 6.1.8 Adjust the **contract value** and prepare the **final account** [20.0]

## 7.0 DESIGN RESPONSIBILITY

- 7.1 The **contractor** shall not be responsible for the design of the **works** other than the **contractor's** temporary works. The **contractor** shall not be responsible for the coordination of design elements

# INSURANCES AND SECURITIES

## 8.0 RISKS, INDEMNITIES AND INSURANCES

- 8.1 The **employer** shall be at risk for and indemnifies and holds the **contractor** harmless from claims or proceedings for damages, expenses and/or loss (including legal fees and expenses) in respect of or arising from or out of the execution of the **works** or occupation of the **site** by the **contractor** due to:
- 8.1.1 Physical loss and repairing damage to the **works** including existing structures and the contents thereof
- 8.1.2 The support of structures being altered or added to and/or the removal of or weakening of or interference with the support of land and/or property adjacent to or within the **site**
- 8.1.3 A defect in **free issue** and/or work to be executed and/or installed in the **works** by a **direct contractor**
- 8.1.4 Design of the **works** (other than **contractor's** temporary works)

8.1.5 **Force majeure**

8.2 The **employer** shall effect and keep in force in the joint names of the **parties** the following insurances from the date of possession of the **site** until the issue of the **certificate of practical completion**

8.2.1 Contract works insurance [CD] for the **works** that shall make provision for **direct contractors** [CD], **free issue** [CD], **materials and goods**, professional fees, temporary works, the clearing away and removing of all debris, any other costs to reinstate the **works** and where required and damage to **employer** owned surrounding property [CD]

8.2.2 Supplementary insurance [CD] for the **works** against loss or damage caused by civil commotion, riot, strike, labour disturbances and lockout to the extent not insured under the contract works insurance

8.2.3 Public liability insurance [CD] providing indemnity in respect of accidental death or injury to any person and accidental loss of or physical damage to tangible property to remain in force to **final completion**

8.2.4 Removal of lateral support insurance [CD] where the **employer** considers that the execution of the **works** could cause the removal of or weakening of or interference with the support of land or property adjacent to or within the **site** (including **employer** owned surrounding property) and the consequences thereof. The **employer** shall appoint an **agent** to design and monitor appropriate support structures for use in excavations and/or in an existing property that forms part of the **works** and/or the **site**

8.2.5 Other insurances [CD]

8.3 The **employer** shall provide the **contractor** with the entire policy wording of such policies

8.4 The **employer** shall give **notice** to the insurers of any relevant changes in respect of this **agreement**

8.5 The **contractor** shall effect and keep in force until the **contractor's** responsibility has ended insurances in respect of his:

8.5.1 Employees

8.5.2 **Construction equipment**

8.6 The **contractor** shall be responsible for the policy deductibles [CD] in respect of the insurances arranged by the **employer** where an action or inaction by the **contractor** is the cause of a claim

8.7 Should any incident or event occur which could give rise to a potential claim in terms of the insurances arranged by the **employer**, the **contractor** shall give **notice** to the **principal agent**

## 9.0 **SECURITIES**

9.1 The **contractor** shall offer one of the following to the **employer**:

9.1.1 A **guarantee for construction**

or...

9.1.2 **Payment reduction**

9.2 The **employer** shall provide to the **contractor** a **guarantee for payment** where required in the accepted tender [CD]. On receipt of such **security** the **contractor** shall waive his lien or right of continuing possession of the **works**, where this has not been waived

9.3 The **parties** shall:

9.3.1 Provide to the other **party** the **security** [CD] within fifteen (15) **working days** of acceptance of the tender

9.3.2 Provide to the other **party** a replacement **security** where the date for **practical completion** is extended to suit the revised **construction period** for an appropriate value at least twenty (20) **working days** prior to its expiry date

9.3.3 Where the **contract value** exceeds the **contract sum** by more than ten per cent (10%), provide an adjusted **security** at the **employer's** expense and provide written proof of such adjustment to the respective **parties**

9.3.4 Return the original (adjusted) **security** form within ten (10) **working days** after its expiry date

- 9.4 Where an advanced payment is required for work prior to installation or for **materials and goods** stored off site, the **contractor** shall provide a **guarantee for advance payment** equal in value to the aggregate amount of all such advanced payments [CD]
- 9.5 Where a **party** makes an unjustified call on a **security**, the amount paid and **default interest** shall be paid to the other **party**

## EXECUTION

### 10.0 OBLIGATIONS OF THE EMPLOYER

- 10.1 The **employer** shall:
- 10.1.1 Appoint **agents** to deal with specific aspects of the **works** in terms of this **agreement**
  - 10.1.2 Ensure the **principal agent** and/or **agents** provide all **construction information** timeously to the **contractor**
  - 10.1.3 Record specific requirements [CD] where the existing premises will be in use and occupied during the execution of the **works** including restriction of working hours [CD]
  - 10.1.4 Record and describe relevant natural features and known services [CD] where the **contractor** shall be responsible for their preservation
  - 10.1.5 Define any restrictions to the **site** or areas that the **contractor** may not occupy [CD]
  - 10.1.6 Give possession of the **site** to the **contractor** on the agreed date [CD]
  - 10.1.7 Effect and keep in force insurances in the joint names of the **parties** [CD]
  - 10.1.8 Provide a **guarantee for payment** [9.2], where applicable [CD]
  - 10.1.9 Make payments by the due date [19.9] [CD]
  - 10.1.10 Make advance payment(s), where required [9.4] [CD]
  - 10.1.11 Permit reasonable access to the **works** by the **contractor** subsequent to **practical completion** to fulfil outstanding obligations [15.6]
  - 10.1.12 Supply **free issue** to suit the **programme** [CD]
  - 10.1.13 Define the extent of work to be carried out by a **direct contractor** [13.0] [CD]
- 10.2 The **employer** may employ:
- 10.2.1 **Direct contractors** [CD]
  - 10.2.2 Others to rectify any default of the **contractor** and recover expense and loss resulting from such action

### 11.0 OBLIGATIONS OF THE CONTRACTOR

- 11.1 The **contractor** shall submit to the **principal agent** within fifteen (15) **working days** of acceptance of tender:
- 11.1.1 The **priced document** [CD]
  - 11.1.2 A **programme** for the **works** in sufficient detail to monitor the progress of the **works**
  - 11.1.3 A **guarantee for construction** [9.1.1] [CD]
  - 11.1.4 A **JBCC®** format waiver of lien, where applicable [CD]
- 11.2 The **contractor**, on appointment, shall:
- 11.2.1 Forthwith submit statutory notices for the **works**

- 11.2.2 Designate a competent person to continuously administer and control the **works** as the **contractor's** representative. A **contract instruction** given to the **contractor's** representative shall be deemed to be given to the **contractor**
- 11.2.3 Maintain daily records in compliance with the **law** and provide regular copies to the **principal agent**
- 11.2.4 Provide everything necessary for the proper execution of the **works** in compliance with the **agreement** using materials and workmanship of the quality and standards specified to the approval of the **principal agent**
- 11.2.5 Provide, maintain and remove on completion any temporary structures and **construction equipment**
- 11.2.6 Commence the **works** within ten (10) **working days** and proceed with due diligence, regularity, expedition, skill and appropriate resources to bring the **works** to **practical completion** and to **final completion**
- 11.2.7 Keep on **site** a copy of all **construction information** required for execution of the **works** to which the **employer** and **principal agent** and/or **agents** shall have reasonable access
- 11.2.8 Assist the **principal agent** in the preparation of **payment certificates** [19.1]
- 11.2.9 Allow the **employer** and **agents** reasonable access to the **works**, workshops and other places where work is being prepared, executed or stored
- 11.2.10 On achievement of **practical completion** hand over to the **principal agent** all information for the preparation of 'as built' documentation and applicable statutory/regulatory approval certificates
- 11.2.11 On achievement of **final completion** hand over to the **principal agent** all operating and instruction manuals, product guarantees and the like

## 12.0 SETTING OUT

- 12.1 The **principal agent** or an **agent** with delegated authority shall:
  - 12.1.1 Point out boundary pegs or beacons identifying the **site** and the datum level
  - 12.1.2 Define the setting out points and levels required for the execution of the **works**
- 12.2 The **contractor** shall:
  - 12.2.1 Be responsible for the accurate setting out of the **works** notwithstanding checking by others
  - 12.2.2 Be responsible for the preservation and the reinstatement of boundary pegs, beacons and other survey information
  - 12.2.3 Not be responsible for incorrect setting out if incorrect information was issued to the **contractor**
- 12.3 The **contractor** shall immediately suspend affected work to an appropriate extent where encroachments of adjoining structures occur and where undocumented services, natural features, articles of value or relics are uncovered on the **site** and notify the **principal agent** who shall issue a **contract instruction** on how to proceed with the **works**. Any relics or other articles of value found on the **site** shall remain the property of the **employer**

## 13.0 DIRECT CONTRACTORS

- 13.1 The **contractor** shall:
  - 13.1.1 In accordance with a **contract instruction** from the **principal agent** permit **direct contractors** [CD] to execute and/or install work as part of the **works**. Such access to the **works** shall not constitute deemed achievement of **practical completion** or occupation by the **employer**
  - 13.1.2 Make reasonable allowance in the **programme** for such work or installation
  - 13.1.3 Be entitled to claim expense and/or loss caused by **direct contractors** [20.0]
- 13.2 Payment of **direct contractors** shall be the responsibility of the **employer** outside this **agreement**
- 13.3 There shall be no privity of contract between the **contractor** and a **direct contractor** appointed by the **employer**

## 14.0 CONTRACT INSTRUCTIONS

- 14.1 The **principal agent** may issue **contract instructions** to the **contractor** regarding:
- 14.1.1 Rectification of discrepancies, errors in description or quantity or omissions in this **agreement** other than in the **JBCC® Minor Works Agreement**
  - 14.1.2 Alteration to design, quality or quantity of the **works** provided that such **contract instructions** shall not substantially change the scope of the **works**
  - 14.1.3 The **site** [12.0]
  - 14.1.4 Compliance with the **law**, regulations and bylaws [2.1]
  - 14.1.5 Provision and testing of samples of **materials and goods** and/or finishes or assemblies of elements of the **works**
  - 14.1.6 Opening up of work for inspection, removal or re-execution
  - 14.1.7 Removal or re-execution of work
  - 14.1.8 Removal or substitution of any **materials and goods**
  - 14.1.9 Protection of the **works**
  - 14.1.10 Making good physical loss and repairing damage to the **works** [8.0]
  - 14.1.11 Rectification of **defects** [16.4, 16.8]
  - 14.1.12 A **list for practical completion** specifying outstanding or defective work to be rectified to achieve **practical completion** and a **list for completion** and a **list for final completion** specifying outstanding or defective work to be rectified to achieve **final completion**
  - 14.1.13 Expenditure of **employer allowances** and/or **prime cost amounts**
  - 14.1.14 Work by **direct contractors** [13.0]
  - 14.1.15 Access by other or previous contractors to remedy defective work
  - 14.1.16 Removal from the **site** of any person employed on the **works**
  - 14.1.17 Removal from the **site** of any person not engaged on or connected with the **works**
  - 14.1.18 On **suspension** or termination, protection of the **works**, removal of **construction equipment** and surplus **materials and goods** [21.6.1]
- 14.2 The **contractor** shall comply with and duly execute all **contract instructions**
- 14.3 Should the **contractor** fail to proceed with a **contract instruction** with due diligence, the **principal agent** may give **notice** to the **contractor** to proceed within five (5) **working days** of receipt of such **notice**. Where the **contractor** remains in default, the **employer** may engage others to carry out such **contract instruction** and may recover expense and/or loss incurred [20.7]
- 14.4 The **contractor** shall not be obliged to carry out a **contract instruction** for additional work issued after the certified date of **practical completion**
- 14.5 Oral instructions shall be of no force or effect

## COMPLETION

### 15.0 PRACTICAL COMPLETION

- 15.1 The **principal agent** shall:
- 15.1.1 Inspect the **works** at appropriate intervals to give the **contractor** interpretations and direction on the standard of work and the state of completion of the **works** that the **contractor** will be required to achieve for **practical completion** [CD]

- 15.1.2 Issue a **contract instruction** [14.0] consequent on such inspection, where necessary
- 15.2 The **contractor** shall:
  - 15.2.1 Inspect the **works** in advance of the anticipated date for **practical completion** to confirm that the standard of work required and the state of completion of the **works** for **practical completion** [CD] has been achieved
  - 15.2.2 Give at least five (5) **working days** notice to the **principal agent** of the anticipated date for the inspection for **practical completion** of the **works** to meet the anticipated date for **practical completion**
- 15.3 The **principal agent** shall inspect the **works** within the period stated [CD] and forthwith issue to the **contractor**:
  - 15.3.1 A comprehensive and conclusive **list for practical completion** [14.1.12] where the **works** has not reached **practical completion** specifying the **defects** to be rectified and work to be completed to achieve **practical completion**
  - 15.3.2 An updated **list for practical completion** limited to items on the **list for practical completion** that have not been attended to satisfactorily. The **contractor** shall repeat the procedure until all items on the **list for practical completion** have been attended to satisfactorily before the **certificate of practical completion** is issued by the **principal agent**  
or ...
  - 15.3.3 A **certificate of practical completion** with a copy to the **employer** stating the date on which **practical completion** of the **works** was achieved
  - 15.3.4 A **list for completion** with a copy to the **employer** of items to be rectified and work to be completed
- 15.4 Should the **principal agent** not issue a **list for practical completion** or the updated list within five (5) **working days** after the inspection period, [15.3] the **contractor** shall give **notice** to the **employer** and the **principal agent**. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such **notice**, **practical completion** shall be deemed to have been achieved on the date of such **notice** and the **principal agent** shall issue the **certificate of practical completion** forthwith
- 15.5 Where the **employer** takes possession of the whole or a portion of the **works** by agreement with the **contractor**, **practical completion** shall be deemed to have occurred [15.3.3-4]
- 15.6 On issue of the **certificate of practical completion** the **employer** shall be entitled to possession of the **works** and the **site** subject to the **contractor's** lien, or right of continuing possession of the **works**, where this has not been waived

## 16.0 DEFECTS LIABILITY PERIOD AND FINAL COMPLETION

- 16.1 The defects liability period for the **works** shall commence on the **calendar day** following the date of **practical completion** and end at midnight (00:00) ninety (90) **calendar days** from the date of **practical completion** [CD] or when work on the **list for completion** has been satisfactorily completed [16.4], whichever is the later
- 16.2 On expiry of the **defects** liability period the **principal agent** shall inspect the **works** and forthwith issue:
  - 16.2.1 A **list for final completion** specifying all outstanding work to be completed and/or **defects** to be rectified to achieve **final completion** where the **works** has not reached **final completion**. The **contractor** shall promptly attend to the items listed, and repeat the procedure until the **certificate of final completion** is issued by the **principal agent**  
or...
  - 16.2.2 A **certificate of final completion** to the **contractor** with a copy to the **employer** where the **works** has reached **final completion**
- 16.3 Where the **principal agent** has not issued the **list for final completion** or the updated list within five (5) **working days** after the inspection period, [16.2.1] the **contractor** shall forthwith give **notice** to the **employer** and the **principal agent**. Should the **principal agent** not issue such list within a further five (5) **working days** of receipt of such **notice**, **final completion** shall be deemed to have been achieved on the date of expiry of the **notice**
- 16.4 A **certificate of final completion** shall be conclusive as to the sufficiency of the **works** and that the **contractor's** obligations [11.2.6] have been fulfilled other than for **latent defects**

- 16.5 The latent defects liability period for the **works** shall commence at the start of the **construction period** and end five (5) years from the date of **final completion** [16.2.2]
- 16.6 Where termination of this **agreement** occurs before the date of **final completion**, the latent defects liability period shall end:
- 16.6.1 Five (5) years from the date of termination [21.11]  
or...
- 16.6.2 On the date of termination where execution of the **works** has become impossible due to circumstances beyond the control of either **party** [21.17], or on the date of termination by the **contractor** due to default by the **employer**, the **principal agent** and/or **agents** [21.6]
- 16.7 Where the **contractor** or a supplier is required to give a guarantee, warranty or indemnity, other than a **security** to the **contractor**, the rights under such guarantee, warranty or indemnity shall be ceded to the **employer** on the date of issue of the **certificate of final completion**. This cession shall not prejudice any other rights the **employer** may have
- 16.8 The **contractor** shall make good all **latent defects** that appear up to the date of expiry of the latent defects liability period [3.3]

## 17.0 REVISION OF THE DATE FOR PRACTICAL COMPLETION

- 17.1 The **contractor** is entitled to a revision of the date for **practical completion** by the **principal agent** without an adjustment of the **contract value** for a delay to **practical completion** caused by one or more of the following events:
- 17.1.1 Adverse weather conditions
- 17.1.2 Inability to obtain **materials and goods** where the **contractor** has taken reasonable steps to avoid or reduce such delay
- 17.1.3 Making good physical loss and repairing damage to the **works** [8.0] where such risk is beyond the reasonable control of the **parties**
- 17.1.4 Exercise of statutory power by a body of state, public or local authority that directly affects the execution of the **works**
- 17.1.5 **Force majeure**
- 17.2 The **contractor** is entitled to a revision of the date for **practical completion** by the **principal agent** with an adjustment of the **contract value** [20.0], for a delay to **practical completion** caused by one or more of the following events:
- 17.2.1 Delayed possession of the **site** [10.1.6]
- 17.2.2 Making good physical loss and repairing damage to the **works** where the **contractor** is not at risk
- 17.2.3 **Contract instructions** [14.0] not occasioned by the **contractor's** default
- 17.2.4 Opening up [14.1.6] and testing of work and **materials and goods** [14.1.5] where such work is in accordance with the **agreement**
- 17.2.5 Late or incorrect issue of **construction information** [10.1.2; 12.1; 14.1]
- 17.2.6 Late supply of **free issue, materials and goods** for which the **employer** is responsible
- 17.2.7 An act or omission of a **direct contractor** [13.0]
- 17.2.8 **Suspension of the works**
- 17.3 Where the circumstances in 17.1 or 17.2 do not apply or due to any other cause beyond the **contractor's** control the **contractor** may give **notice** of a possible claim to the **principal agent** on becoming aware of such delay
- 17.4 The **contractor** shall give **notice** at the next site meeting of the cause of such delay and the **working days** claimed and expense and loss incurred where applicable

- 17.5 The **principal agent** shall:
- 17.5.1 Determine the revised date for **practical completion** by granting, reducing or refusing each extension claimed at intervals no greater than ten (10) **working days**
  - 17.5.2 Determine the adjustment of the **contract value** where claimed at intervals no greater than ten (10) **working days**
  - 17.5.3 Record the details of the delay and adjustment to the **contract value** in the **contract minutes**
- 17.6 Where the **contractor** disagrees with such a decision, the **principal agent** shall give reasons for his decision to revise the date for **practical completion** and/or to adjust the **contract value** and shall record such information in the **contract minutes**. The **contractor** may dispute such reasons and the effects thereof

## 18.0 PENALTY FOR LATE OR NON-COMPLETION

- 18.1 Where the **contractor** fails to bring the **works** to **practical completion** by the date for **practical completion**, or the revised date for **practical completion**, the **contractor** shall be liable to the **employer** for the **penalty** [CD]
- 18.2 Where the **employer** elects to levy such **penalty** the **employer**, or the **principal agent** on instruction from the **employer**, shall give **notice** thereof to the **contractor**. The **principal agent** shall determine the **penalty** due from the later of the date for **practical completion** [CD], or the revised date for **practical completion**, up to and including the earlier of:
- 18.2.1 The actual or deemed date of **practical completion** of the **works** [15.3.3]
  - 18.2.2 The date of termination [21.6]
- 18.3 The **principal agent** shall include the **penalty** in regular interim **payment certificates** from the date on which the **employer's** entitlement to **penalties** commences

## PAYMENT

### 19.0 PAYMENT

- 19.1 The **contractor** shall cooperate with and assist the **principal agent** in the preparation of payment valuations by providing all required documents and quantified amounts of work duly executed. Where the **contractor** has not provided such information the **principal agent** shall make a fair estimate of the work executed
- 19.2 The **principal agent** shall regularly by the due date [CD] issue **payment certificates** to the **contractor** with a copy to the **employer** until and including the issue of the final **payment certificate**. A **payment certificate** may be for a nil or negative amount
- 19.3 Each **payment certificate** shall separately include:
- 19.3.1 A fair estimate of the value of work executed
  - 19.3.2 A fair estimate of **materials and goods** [CD]
  - 19.3.3 **Security** adjustment [9.1.2]
  - 19.3.4 The gross amount certified
  - 19.3.5 The amount previously certified
  - 19.3.6 Amounts due to either party
  - 19.3.7 **Tax**
  - 19.3.8 Interest due [19.9]
  - 19.3.9 Other non-taxable amounts
  - 19.3.10 The net amount certified due to the **contractor** or the **employer**



- 19.4 The value of **materials and goods** [19.3.2] (excluding **materials and goods** off site or in transit) shall be included in the amount certified only where:
  - 19.4.1 Not prematurely delivered or offered for delivery in terms of the **programme**
  - 19.4.2 Stored and suitably protected against loss and damage
- 19.5 The value of **materials and goods** [19.3.2] stored off **site** and/or in transit shall be included in the amount certified only where covered by a **guarantee for advance payment** or such other **security** as may be acceptable to the **employer** [CD]
- 19.6 **Materials and goods** when certified [19.4] and paid for shall become the property of the **employer** and shall not be removed without the written authority of the **principal agent**
- 19.7 An interim **payment certificate** shall not be evidence that the **works** and **materials and goods** are in terms of the **agreement**
- 19.8 The **principal agent** shall certify one hundred per cent (100%) of the amount of the **final account** including adjustments in the **final payment certificate**
- 19.9 The **employer** shall pay the **contractor** the amount certified in an issued **payment certificate** including **default interest**, if due, within fourteen (14) **calendar days** of the date of issue of the **payment certificate** [CD]
- 19.10 The **contractor** shall pay the **employer** the amount certified in an issued **payment certificate** including **default interest**, if due, within twenty-one (21) **calendar days** of the date of issue of the **payment certificate** [CD]
- 19.11 Where the **employer** has made a partial or no payment of the amount due in an issued **payment certificate** by the due date or where the **principal agent** fails to issue a **payment certificate**, the **contractor** may give three (3) **working days notice** to comply, failing which the **contractor** may:
  - 19.11.1 **Suspend the works** [21.1]
  - 19.11.2 Exercise the lien, or right of continuing possession of the **works**, where this has not been waived
  - 19.11.3 Call up the **guarantee for payment** [9.2]
- 19.12 The **principal agent** shall issue the **final payment certificate** to the **contractor** with a copy to the **employer** within five (5) **working days** of acceptance of the **final account** by the **contractor**, but not before the issue of the **certificate of final completion**, other than on termination [20.8]
- 19.13 Where the **contractor** disputes the correctness of the **final account** within the period allowed [20.9], the **principal agent** shall issue interim **payment certificates** to the **contractor** with a copy to the **employer** by the due date [CD] for the undisputed amount(s)
- 19.1.4 For the purposes of provisional sentence in relation to a **payment certificate** only, the **parties** consent to the jurisdiction of any court of **law** of the country [CD]

## 20.0 ADJUSTMENT TO THE CONTRACT VALUE AND FINAL ACCOUNT

- 20.1 The **principal agent** shall determine the value of adjustments to the **contract value** in cooperation with the **contractor** in the preparation of the **final account**. Where such adjustments require measurement on **site**, the **contractor** shall have the right to be present
- 20.2 The **principal agent** shall rectify discrepancies, errors in description or quantity, or omission of items in the **agreement** other than in this **agreement** [14.1.1]
- 20.3 The **principal agent** shall adjust the **contract value** resulting from a **contract instruction** [14.1.2] determined as follows:
  - 20.3.1 Work of a similar character executed under similar conditions shall be priced at the rates in the **priced document**
  - 20.3.2 Work not of a similar character shall be priced at rates based on those in the **priced document** and adjusted to suit the changed circumstances
  - 20.3.3 If the above methods do not apply, work shall be priced at rates based on the necessary use of labour, **construction equipment** and/or **materials and goods** for executing the work plus an allowance of ten per cent (10%) mark-up

- 20.4 Where the **contractor** has made payment for items not included in the **priced document**, the actual amounts paid plus a ten per cent (10%) mark-up shall be added to the **contract value** limited to:
- 20.4.1 Charges by authorities
- 20.4.2 The cost of opening up and testing [14.1.6] where the work is according to the **agreement**
- 20.5 The **contractor** shall give **notice** to the **principal agent** of becoming aware of expense and/or loss for which provision was not required in the **contract sum**
- 20.6 The **principal agent** shall:
  - 20.6.1 Omit **employer allowances** [14.1.13] and **prime cost amounts** from the **contract sum** and determine the actual value of such work to be added to the **contract value**
  - 20.6.2 Prorate the **contractor's** allowances for profit and attendance on **employer allowances** and **prime cost amounts**
  - 20.6.3 Adjust the **preliminaries** in the **priced document**
- 20.7 Where the **employer** has incurred expense and loss arising from an insurance claim for which the **contractor** was responsible the **employer** shall provide details thereof to the **principal agent** for adjustment of the **contract value** in the amount stated
- 20.8 The **principal agent** shall prepare and issue the **final account** to the **contractor** within thirty (30) **working days** of the date of **practical completion**
- 20.9 The **contractor** shall accept the **final account** or object with substantiated reasons within fifteen (15) **working days** of receipt thereof failing which the **final account** shall be deemed to be accepted
- 20.10 Should the **contractor** give **notice** objecting to the correctness of the **final account** within the period [20.9] and such objection not be resolved within ten (10) **working days**, or such an extended period as the **principal agent** may allow on request from the **contractor**, the **contractor** may give **notice** of a disagreement

## SUSPENSION OR TERMINATION

### 21.0 SUSPENSION OR TERMINATION

#### Suspension or termination by the contractor

- 21.1 The **contractor** may give **notice** of intention to suspend or terminate this **agreement** where the **employer** has failed to timeously:
  - 21.1.1 Provide and/or maintain a **guarantee for payment** [CD] [9.2]
  - 21.1.2 Give possession of the **site** to the **contractor** [10.1.6]
  - 21.1.3 Pay the amount certified [19.11.1]
  - 21.1.4 Appoint another **principal agent** and/or **agents** [5.5]
  - 21.1.5 Allow the **principal agent** and/or **agents** to exercise fair judgement [5.6]
  - 21.1.6 Effect insurances [8.2]
  - or ...
  - 21.1.7 Where the **principal agent** has failed to timeously issue to the **contractor** construction information [10.1.2] or a **payment certificate** [19.2]
- 21.2 Where the **employer** or **principal agent** is in default [21.1.1 – 7] the **contractor** may give five (5) **working days** **notice** to the **employer** of intention to suspend the **works**. Where a specified default in terms of the **notice** has not been remedied the **contractor** may suspend execution of the **works** until such default has been remedied without prejudice to any rights the **contractor** may have
- 21.3 Where the **works** has been suspended [21.1] the **principal agent** shall revise the date for **practical completion** on resumption of the **works** [17.2.8]

- 21.4 Where the **contractor** decides to terminate this **agreement** the **contractor** shall give **notice** to the **employer** and/or the **principal agent** of a specified default [21.1.1-7] to be remedied within five (5) **working days** of the date of receipt of such **notice**
- 21.5 Where a specified default has not been remedied within such period [21.4] the **contractor** may give **notice** to the **employer** and the **principal agent** of the termination of this **agreement** forthwith
- 21.6 Where this **agreement** is terminated:
- 21.6.1 The **contractor** shall remove temporary structures, **construction equipment** and surplus materials and goods from the **site** within ten (10) **working days**, or such period agreed by the **principal agent**
- 21.6.2 The latent defects liability period for the completed portion of the **works** shall end on the date of termination [16.5]
- 21.6.3 The **contractor** may be entitled to damages
- 21.6.4 The **guarantee for payment**, where applicable [CD], shall expire on payment of the **final payment certificate**
- 21.6.5 The **guarantee for construction** shall expire on the date of termination
- 21.6.6 The **guarantee for advance payment**, where applicable [CD], shall expire on repayment of amounts due to the **employer**
- 21.7 Termination of the **works** shall not prejudice any rights the **contractor** may have
- 21.8 The right to terminate may not be exercised where the **contractor** is in material breach of this **agreement**

#### **Termination by the employer**

- 21.9 The **employer** may give **notice** of intention to terminate this **agreement** where the **contractor** has failed to:
- 21.9.1 Provide and/or maintain a **guarantee for construction** [CD] [9.1.1]
- 21.9.2 Proceed with the **works** [11.2.6]
- 21.9.3 Comply timeously with a **contract instruction** [14.3]
- 21.10 Where the **employer** contemplates terminating this **agreement** the **principal agent** shall give **notice** to the **contractor** of a specified default [21.9.1-3] to be remedied within ten (10) **working days** of the date of receipt of such **notice**
- 21.11 Where a specified default has not been remedied within such period [21.10] the **employer** may give **notice** to the **contractor** of termination of this **agreement** forthwith
- 21.12 The **employer** may:
- 21.12.1 Employ others to safeguard the **works**, complete the outstanding work and rectify defects in that portion of the **works** executed by the **contractor** [10.2.2]
- 21.12.2 Use **materials and goods** and temporary structures on the **site** for which payment shall be included in the **final account**
- 21.12.3 Sell temporary structures or **construction equipment** belonging to the **contractor** where the **contractor** fails to remove such items on **notice** to do so, without being responsible for any loss or damage
- 21.12.4 Recover damages from the **contractor** from the date of termination including, but not limited to, additional costs incurred in the completion of the **works**
- 21.12.5 Apply the **penalty** [18.2] up to the date of termination where the initial or revised date for **practical completion** has passed
- 21.13 The **employer** has the right of recovery against the **contractor**, where applicable, [CD], from the:
- 21.13.1 **Guarantee for construction** until the final payment has been made  
or ...
- 21.13.2 **Payment reduction**

or ...

- 21.13.3 **Guarantee for advance payment** until the outstanding balance has been repaid to the **employer**
- 21.14 The latent defects liability period for the completed portion of the **works** shall end [16.6] five (5) years from the date of termination
- 21.15 Termination of the **works** shall not prejudice any rights the **employer** may have
- 21.16 The right to terminate may not be exercised where the **employer** is in material breach of this **agreement**

#### **Termination due to impossibility of performance**

- 21.17 Either party may terminate this **agreement** where the **works** is
- 21.17.1 Stopped for forty-five **calendar days** due to circumstances beyond the control of either **party**
- 21.17.2 Substantially damaged or destroyed
- 21.18 Where either **party** decides to terminate this **agreement** the party seeking termination shall give **notice** to the other **party**
- 21.19 The **contractor** shall:
- 21.19.1 Cease work and ensure that the **works** is safe in terms of the **law**
- 21.19.2 Remain responsible for the **works** [11.2] until possession is relinquished to the **employer**
- 21.20 Termination shall take effect from the date recorded by the **principal agent** [21.19.2]
- 21.21 The **securities**, where applicable, shall expire and be returned to the **contractor** or **employer**:
- 21.21.1 The **guarantee for payment** shall expire on payment of the **final payment certificate** or on payment in full of the guaranteed sum or on the **security** expiry date, whichever is the earlier
- 21.21.2 The **guarantee for construction** shall expire on the date of termination
- 21.21.3 The **guarantee for advance payment** shall expire on repayment of amounts due to the **employer**
- 21.22 The **principal agent**, in consultation with the **contractor** where possible, shall within twenty (20) **working days** of the date of termination compile and issue to the **parties** a **status report** of the **works** including marked up drawings and photographs recording completed and incomplete work on the date of termination of the **works**
- 21.23 The **principal agent** shall continue to certify the value of the work executed and **materials and goods** until the issue of the **final payment certificate** [19.2; 19.8]
- 21.24 The **principal agent** shall commence and complete the **final account** [20.0] within thirty (30) **working days** of the date of termination including the cost of **materials and goods** and those ordered before termination that the **contractor** is bound to accept and make payment for
- 21.25 This clause [21.0] shall, to the extent necessary to fulfil its purpose, exist independently of this **agreement**

## **DISPUTE RESOLUTION**

### **22.0 DISPUTE RESOLUTION**

- 22.1 Should any disagreement arise between the **employer** (or the **principal agent** or an **agent**) and the **contractor** out of or concerning this **agreement**, its validity or termination, either **party** may give **notice** of disagreement. The **parties** shall attempt to resolve such disagreement between them and record such resolution in writing signed by them
- 22.2 Where the disagreement is not resolved within ten (10) **working days** of receipt of the **notice** of disagreement, such disagreement shall be deemed to be a dispute and may be referred to adjudication by either **party**
- 22.3 The **notice** of adjudication shall clearly define the scope of the dispute and the relief sought by adjudication

- 22.4 Failure to comply with the procedure described [22.5] shall cause the dispute to be resolved by arbitration and not by adjudication
- 22.5 Where a dispute is referred to adjudication:
- 22.5.1 The adjudicator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the **parties**
- 22.5.2 The applicable rules shall be stated [CD] or shall be by agreement between the **parties** and the adjudicator, failing which the rules shall be determined by the adjudicator. Neither **party** shall be entitled to legal representation, unless otherwise agreed in writing by the **parties**
- 22.5.3 A determination given by the adjudicator shall be immediately binding upon and implemented by the **parties** notwithstanding that either **party** may give **notice** to refer the determination to arbitration
- 22.5.4 Where the adjudicator has not given a determination within the time period allowed or an extended time period provided in the applicable rules for adjudication either **party** may give **notice** to the other **party** and to the adjudicator that if such determination is not received within ten (10) **working days** of receipt of this **notice** his appointment is thereupon automatically terminated and such dispute shall be referred to further adjudication or arbitration, at the option of the claimant
- 22.5.5 The adjudicator shall not be eligible for subsequent appointment as the arbitrator
- 22.6 Where the dispute is referred to arbitration:
- 22.6.1 Arbitration shall not be construed as a review or appeal from any adjudicator's determination and that any such determination by the adjudicator shall remain in force and continue to be implemented until overturned by an arbitration award
- 22.6.2 The resolution of the dispute shall commence anew
- 22.6.3 The referring **party** in the adjudication shall be the claimant in the arbitration
- 22.6.4 The arbitrator shall be nominated by the nominating body [CD] and shall be deemed to have been appointed by the **parties**
- 22.6.5 The applicable rules shall be stated [CD] or shall be by agreement between the **parties** and the arbitrator, failing which the rules shall be determined by the arbitrator
- 22.6.6 The arbitrator shall have the authority to finally determine the dispute including the power to make, open up and revise any certificate, opinion, decision, determination, requisition or **notice** relating to the dispute as if no such certificate, opinion, decision, determination, requisition or **notice** had been issued or given
- 22.6.7 The arbitrator's award shall be final and binding on the **parties**
- 22.7 Where the body to nominate an adjudicator [CD] or an arbitrator [CD] is not specified the referring **party** shall be entitled to stipulate the body that is to nominate the adjudicator or the arbitrator binding the other **party** to accept such nomination
- 22.8 Notwithstanding the provisions relating to the resolution of a disagreement, adjudication or arbitration [22.5; 22.6], the **parties** may, by agreement and at any time, refer a dispute to mediation, in which event:
- 22.8.1 The provisions relating to adjudication and/or arbitration shall be deemed to be suspended from the time of such agreement until **notice** by either **party** that they be resumed
- 22.8.2 The appointment of a mediator, the procedure and the status of the outcome shall be agreed between the **parties**
- 22.8.3 Regardless of the outcome of a mediation the **parties** shall bear their own costs concerning the mediation and equally share the costs of the mediator and related expenses
- 22.9 The **parties** shall continue to perform their obligations in terms of this **agreement**, notwithstanding that a disagreement or dispute exists between them
- 22.10 This clause [22.0] shall, to the extent necessary to fulfil its purpose, exist independently of this **agreement**

## AGREEMENT

This **agreement** comprises the entire contract between the **parties**. No representations, terms, conditions or warranties not contained in this **agreement** shall be binding on the **parties**. No agreement or addendum varying, adding to, deleting or terminating this **agreement** including this clause shall be effective unless reduced to writing and signed by the duly authorised representatives of the **parties**.

### The contracting parties

The parties	Employer	Contractor
Business name		
Business type		
Business registration		
Tax number (VAT/GST)		
Contact person		
Telephone		
Mobile number		
E-mail		
Address: Building name		
Address: Street		
Address: Suburb		
Address: City		
Address: P O Box		
Address: Post Office		
Address: Province		
Address: Country		
Project name		
Project location		
Currency		
Accepted contract sum including tax		
Accepted contract sum including tax in words		
Signed – who by signature hereto warrants authority		
Signed: Date		
Signed: Location		
Signed: Witness		
Name of witness		