

MUNISIPALITEIT  
VAN  
PRINS ALBERT



MUNICIPALITY  
OF  
PRINCE ALBERT

Rig alle korrespondensie aan:  
DIE MUNISIPALE BESTUURDER  
Privaatsak X53, Prins Albert, 6930  
E-Pos / E-Mail: [scm@pamun.gov.za](mailto:scm@pamun.gov.za)

Address all correspondence to:  
THE MUNICIPAL MANAGER  
Private Bag X53, Prince Albert,  
6930  
Tel: 023-541 1036, Fax: 023-541  
1035

QUOTATION DOCUMENT

<b>QUOTATION NUMBER:</b>	85/2026		
<b>DESCRIPTION:</b>	CONSTRUCTION HEALTH & SAFETY SERVICES FOR UPGRADING OF ODENDAAL SPORT FACILITY		
<b>CLOSING TIME:</b>	12:00	<b>CLOSING DATE:</b>	05 JUNE 2026


Tender Box at: <b>Prince Albert Municipality's Finance Division Thusong Centre, Adderley Street, Prince Albert, 6930</b>	<b>NB</b> 1. All bids must be submitted on the official forms – (not to be re-typed) 2. Bids must be completed in black ink in writing 3. No bids will be considered from persons in the service of the state. 4. In the event of any conflict between the data provided in this summary and that given in the Tender, the latter shall apply.
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<b>Name of Bidder:</b>	
<b>Quotation Amount:</b>	
<b>Preference Points Claimed: B-BBEE Status Level of Contributor (10)</b>	
<b>Preference Points Claimed: Locality of Service Providers (10)</b>	
<b>CSD Supplier Number</b>	
<b>CSD Unique Reference Number</b>	
<b>SARS / TAX PIN Number</b>	

**B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBEE CERTIFICATES or VALID ORIGINAL CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

<b>Signature of Prince Albert Municipality Officials at Tender Opening</b>	1.
	2.

## Notice and Invitation to Quote

	<b>PRINCE ALBERT LOCAL MUNICIPALITY</b>		
	<b>Notice no:</b>	<b>85/2026</b>	<b>Department:</b>
<b>Advertised on:</b>	<b>MUNICIPAL NOTICE BOARD; MUNICIPAL WEBSITE; NATIONAL TREASURY e-TENDER; NEWSPAPER</b>		
<b>Quotation no.:</b>	<b>85/2026</b>	<b>Published date:</b>	<b>26 MAY 2026</b>
<b>Quotation description:</b>	Prince Albert Local Municipality invites quotations for the provision of professional <b>CONSTRUCTION HEALTH &amp; SAFETY SERVICES FOR UPGRADING OF ODENDAAL SPORT FACILITY</b>		
<b>Closing date and time:</b>	The closing time for receipt of quotations is <b>12:00 on 05 JUNE 2028</b> Quotations will be opened immediately after the closing time for receipt stated above. Telegraphic, telephonic, telex, facsimile, e-mail, and late quotations will not be accepted. Quotations must be submitted in sealed envelopes. The employer's details and address for delivery of quotations and identification details that are to be shown are: Location of quotation box: <b>Supply Chain Management Unit</b> Employer's address: <b>Thusong Centre, Adderley Street, Prince Albert, 6930</b> Identification details: <b>RFQ 85/2026: CONSTRUCTION HEALTH &amp; SAFETY SERVICES FOR ODENDAAL SPORT FACILITY</b>		
<b>Quotation requirements:</b>	The following documents are required to be submitted with the quotation: <ol style="list-style-type: none"> <li>1) A Tax compliance status PIN issued by SARS for the Municipality or their Agent to verify the Quoter's Tax matters.</li> <li>2) An original current account in terms of water &amp; electricity or rates &amp; taxes obtainable from any Local Municipality or a Municipal Accounts Clearance Certificate</li> <li>3) An original valid B-BBEE status level verification certificate / sworn affidavit or an ORIGINAL CERTIFIED copy in terms of the Construction Sector Charter on Black Economic Empowerment, in terms of the Preferential Procurement Regulations, 2022 (unless available on record).</li> <li>4) ORIGINAL CERTIFIED copies of qualifications and professional registration with statutory bodies.</li> <li>5) Proof of <b>Professional Indemnity (PI)</b> insurance that is valid for at least the validity period</li> </ol>		
<b>Validity Period:</b>	<b>90 days</b>		
<b>Availability of quotation documents:</b>	The physical address for the collection of quotation documents is: <b>Prince Albert Municipality: Finance Division, Thusong Centre, Adderley Street, Prince Albert, 6930</b> Quotation documents will NOT be made available electronically.		
<b>Documentation fee:</b>	A non-refundable quotation deposit of <b>R 150.00</b> payable in cash or EFT made out in favour of the Employer is required on collection of the quotation documents. Quotation Number to be used as payment reference with the name of the payee.		
<b>Document submission:</b>	Quotations must only be submitted on the documentation that is issued.		

<b>Eligibility requirements:</b>	The Service Provider must have in their full time employ a person registered as a <b>Professional Construction Health and Safety Agent (Pr CHSA)</b> by the South African Council for the Project and Construction Management Professions (SACPCMP) in terms of the Project and Construction Management Professions Act, 2000 (Act No. 48 of 2000).		
<b>Quality/Functionality requirements:</b>	Not required		
<b>Preferences/Specific Goals:</b>	Preferences are offered to Quoters based on their <b>B-BBEE Status Level of Contributor</b> (10 points) and <b>Locality of service provider</b> (10 points).		
<b>Clarification Meeting:</b>	Not required		
<b>Acceptance Criteria:</b>	<p>The lowest, the highest or any quotation will not necessarily be accepted and the Employer reserves the right to accept any quotation wholly or partially or to withdraw the request for quotations.</p> <p>Quotations will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the Service Provider is registered on the Central Supplier Database (CSD) for the South African government (see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) the Service Provider is in good standing with SARS according to the Central Supplier Database;</li> <li>c) the Service Provider submits an original certified copy of his Professional Indemnity (PI) insurance.</li> <li>d) the Service Provider or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>e) the Service Provider has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>f) the Service Provider is registered and in good standing with the compensation fund or with a licensed compensation insurer;</li> <li>g) the Employer is reasonably satisfied that the Service Provider has the necessary competencies and resources to perform the services in terms of the Construction Regulations issued in terms of the Occupational Health and Safety Act.</li> </ul>		
<b>Bidding procedure enquiries may be directed to:</b>		<b>Technical enquiries may be directed to:</b>	
<b>Section:</b>	Supply Chain Management	<b>Section:</b>	Corporate & Community Services
<b>Contact Person:</b>	Christa Baadjies	<b>Contact Person:</b>	Charlton Jafta
<b>Tel:</b>	023 541 1668	<b>Tel:</b>	023 541 1036
<b>E-mail:</b>	<a href="mailto:scm@pamun.gov.za">scm@pamun.gov.za</a>	<b>E-mail:</b>	<a href="mailto:charlton@pamun.gov.za">charlton@pamun.gov.za</a>
<b>Authorised by:</b>	Thys Giliomee	<b>Capacity:</b>	Municipal Manager

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# Part C1: Agreements and Contract Data

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# C1.1 Forms of Offer and Acceptance

## Offer

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

### RFQ No 85/2026: CONSTRUCTION HEALTH & SAFETY SERVICES FOR UPGRADING OF ODENDAAL SPORT FACILITY

The Quoter, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Quoter, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Quoter offers to perform all of the obligations and liabilities of the **Service Provider** under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

<p>THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS: (in words)</p> <p>Rand.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>R.....(in figures)</p>
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This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the **Service Provider** in the conditions of contract identified in the Contract Data.

### For the Quoter

Signature(s) .....

Name(s) .....

Capacity .....

Name and address of organisation): .....

.....  
.....

Signature and name of witness .....

Date .....

.....

### Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Quoter's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Quoter's Offer shall form an agreement between the Employer and the Quoter upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract, are contained in:

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

and drawings and documents (or parts thereof), which may be incorporated by reference into Parts 1 to 3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Quoter and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

The Quoter shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data at, or just after, the date this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Quoter receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Quoter (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

### For the Employer

Signature(s) .....

Name(s) .....

Capacity .....

Name and address of organisation): **PRINCE ALBERT LOCAL MUNICIPALITY  
PRIVATE BAX X53  
Finance Division Thusong Centre  
ADDERLEY STREET  
PRINCE ALBERT  
6930**

Signature and name of witness .....

Date .....

### Schedule of Deviations

**Notes:**

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

1     Subject .....

       Details .....

.....

.....

.....

2     Subject .....

       Details .....

.....

.....

.....

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

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

**For the Quoter**

.....

.....

.....

Name and address of organisation

.....

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.....

.....

Signature .....

Name .....

Capacity .....

Witness signature .....

Witness name .....

Date .....

**For the Employer**

.....

.....

.....

Name and address of organisation

**PRINCE ALBERT LOCAL MUNICIPALITY**

**PRIVATE BAX X53**

**Finance Division Thusong Centre**

**ADDERLEY STREET**

**PRINCE ALBERT**

.....

.....

.....

### Confirmation of Receipt

The Quoter, now **Service Provider**, identified in the Offer part of this Agreement hereby confirms receipt from the Employer, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations (if any) today.

the .....(day)

of .....(month)

20 ..... (year)

at .....(place)

For the **Service Provider**

.....  
Signature

.....  
Name

.....  
Capacity

Signature and the name of witness

.....  
Signature

.....  
Name

## C1.2 Contract Data

### Part 1: Data provided by the Employer

The Conditions of Contract are the *Standard Professional Services Contract* (July 2009) published by the Construction Industry Development Board (see [www.cidb.org.za](http://www.cidb.org.za)).

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

### Part 1: Data provided by the Employer

Clause	Data
	The Employer is <b>Prince Albert Municipality</b> .
3.4 and 4.3.2	The authorised and designated representatives of the Employer are: Name: <b>Mr Charlton Jafta</b> or any other official delegated by the <b>Municipal Manager</b> .
	The address for receipt of communications is: Address (physical): <b>ADDERLEY STREET, PRINCE ALBERT</b> Address (postal): <b>PRIVATE BAG X53, PRINCE ALBERT, 6930</b> Telephone: <b>(023) 541 1036</b> E-mail: <a href="mailto:charlton@pamun.gov.za">charlton@pamun.gov.za</a>
1	The Project is for <b>CONSTRUCTION HEALTH &amp; SAFETY SERVICES FOR UPGRADING OF ODENDAAL SPORT FACILITY</b> in <b>Prince Albert Municipality</b> .
1	The Period of Performance is until <b>30 JUNE 2027</b> . Project appointments and work orders that were issued within the period of performance must be completed to conclude performance.
1	The Start Date is expected to be <b>15 JUNE 2026</b> .
3.5	The location for the performance of the Project is the town of <b>Prince Albert</b> .
3.6	The Service Provider may not release public or media statements or publish material related to the Services or Project under any circumstances.
3.9.2	The time-based fees used to determine changes to the Contract Price are as stated in the Pricing Data.
3.12	The penalty payable is <b>R1000 per Day</b> for each Stage of the project or agreed milestone, subject to a maximum amount of <b>20%</b> of the project fees.
3.15.1	The programme shall be submitted within <b>10 Working Days</b> of the conclusion of the project briefing meeting with the Employer.
3.16.1	The price for additional services and recoverable expenses will be adjusted by 6% per annum on the anniversary of the Start Date stated above.
5.4.1	The Service Provider is required to provide professional indemnity cover of twice the fee amount in respect of a claim without limit to the number of claims.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1) Appointment of a subcontractor that did not form part of the quotation.

Clause	Data
	2) Execution of additional services. 3) Incurring of Expenses and Costs not included in the Pricing Schedule. 4) Nominating the Service Provider's Representative on site 5) Delegation of Service Provider's authority. 6) Suspend the progress of the works.
7.2	The Service Provider is required to provide personnel in accordance with the provisions of clause 7.2.
8.1	The Service Provider is to commence the performance of the Services within <b>5 Working Days</b> of the project briefing meeting with the Employer.
8.4.3 (c)	The period of suspension under clause 8.5 is not to exceed <b>12 months</b> .
9.1	Copyright of documents prepared for the Project shall be vested with the <b>Employer</b> .
12.1	Interim settlement of disputes is to be by <b>adjudication</b> .
12.2 / 12.3	Final settlement is by <b>arbitration</b> .
12.3.3	The adjudicator is the person appointed by the <b>Employer</b> .
12.4.1	In the event that the parties fail to agree on an arbitrator, the arbitrators are nominated by the <b>Association of Arbitrators (Southern Africa)</b> .
13.1.3	All service providers and/or persons in a joint venture or consortium shall carry the following minimum insurances: <ul style="list-style-type: none"> <li>• Professional Indemnity (Other services) = <b>R3 000 000</b></li> <li>• Public Liability Cover = not less than <b>R10 000 000</b> for any single claim</li> </ul>
13.4	Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within <b>36 months</b> from the date of termination or completion of the Contract.
15	The interest rate will be the prime interest rate of the Employer's Bank at the time that the amount is due.

## PART 2: Data provided by the Service Provider

The Service Provider is advised to read the *Standard Professional Services Contract (July 2009)* published by the Construction Industry Development Board (see [www.cidb.org.za](http://www.cidb.org.za)) in order to understand the implications of this Data which is required to be completed. Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Clause	Data								
1	The head office of the Service Provider is: Name: ..... Address: ..... Telephone (office): ..... Cellphone:..... E-mail: .....								
1	The <u>nearest office</u> of the Service Provider is: Name: ..... Address: ..... Telephone (office): ..... Cellphone:..... E-mail: .....								
5.3	The authorised and designated representative of the Service Provider is: Name: ..... The address for receipt of communications is: Address ..... Telephone (office): ..... Cellphone:..... E-mail: .....								
5.5 7.1.2	The Key Persons and their jobs / functions in relation to the services are defined below: <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 50%;">Key Staff Name &amp; Surname</th> <th style="width: 50%;">Functions</th> </tr> </thead> <tbody> <tr> <td> </td> <td>Professional Construction Health &amp; Safety Agent (Pr CHSA)</td> </tr> <tr> <td> </td> <td>Construction Health &amp; Safety Manager (CHSM)</td> </tr> <tr> <td> </td> <td>Construction Health &amp; Safety Officer (CHSO)</td> </tr> </tbody> </table>	Key Staff Name & Surname	Functions		Professional Construction Health & Safety Agent (Pr CHSA)		Construction Health & Safety Manager (CHSM)		Construction Health & Safety Officer (CHSO)
Key Staff Name & Surname	Functions								
	Professional Construction Health & Safety Agent (Pr CHSA)								
	Construction Health & Safety Manager (CHSM)								
	Construction Health & Safety Officer (CHSO)								

Signed..... Date.....  
 Name..... Position.....  
 Quoter .....

## **C1.3 Professional Indemnity**

The Quoter will attach an original certified copy of their Professional Indemnity cover to this page. The PI should cover the minimum amount specified in the Contract Data.

# C1.4 Occupational Health and Safety Agreement

AGREEMENT MADE AND ENTERED INTO BETWEEN THE PRINCE ALBERT MUNICIPALITY (HEREINAFTER CALLED THE "EMPLOYER") AND

..... ,  
(Contractor/Mandatar/Company/CC Name)

**IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, ACT No. 85 OF 1993 AS AMENDED.**

I, ..... , representing

..... , as an Employer in its own right, do hereby undertake to ensure, as far as is reasonably practicable, that all work will be performed, and all equipment, machinery or plant used in such a manner as to comply with the provisions of the Occupational Health and Safety Act (OHSA) and the Regulations promulgated thereunder.

I furthermore confirm that I am/we are registered with the Compensation Commissioner and that all registration and assessment monies due to the Compensation Commissioner have been fully paid or that I/We are insured with an approved licensed compensation insurer.

COID ACT Registration Number:

OR Compensation Insurer: ..... Policy No.: .....

I undertake to appoint, where required, suitable competent persons, in writing, in terms of the requirements of OHSA and the Regulations and to charge him/them with the duty of ensuring that the provisions of OHSA and Regulations as well as the Municipalities Special Conditions of Contract, Way Leave, Lock-Out and Work Permit Procedures are adhered to as far as reasonably practicable.

I further undertake to ensure that any subcontractors employed by me will enter into an occupational health and safety agreement separately, and that such subcontractors comply with the conditions set.

I hereby declare that I have read and understand the appended Occupational Health and Safety Conditions and undertake to comply therewith at all times.

I hereby also undertake to comply with the Occupational Health and Safety Specification and Plan.

Signed at ..... on the ..... day of ..... 20 .....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Mandatar**

Signed at ..... on the ..... day of ..... 20 .....

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**for and on behalf of  
PRINCE ALBERT MUNICIPALITY**

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## Part C2: Pricing Data

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## C2.1 Pricing Assumptions / Instructions

### C2.1 Pricing Instructions

#### C2.1.1 GENERAL

- 1) The Service Provider is to price all items in the Pricing Schedule. Where no price is included next to an item, it will be considered to be included in other items of the Pricing Schedule.
- 2) The Pricing Schedule includes Normal Services which are clearly defined in the Scope of Works. Payment for Normal Services will be based on deliverables being achieved provided that reasonable progress towards the completion of the services rendered for an activity within the estimated budget is demonstrated.
- 3) The Pricing Schedule also includes Additional Services which reflects non-specific and indicative services that would include Managing, Reporting, Construction Monitoring, Discussing, Negotiating, Approval and other Additional Services that may be warranted throughout the duration of project that are not clearly defined or straightforward.
- 4) The budget allocated to each activity and the total of prices for the activities shall not be exceeded without the written approval of the Employer.
- 5) Provisional Sums have been allowed for other services that may be required on an ad-hoc basis.

#### C2.1.2 NORMAL SERVICES

- 1) The items listed in the Pricing Schedules are summarised and does not detail the full extent of the services required. The Service Provider must study the Scope of Works in detail and price the items to cover all activities required to meet the objectives of the Employer under the various stages of the project.
- 2) The fee for Normal Services rendered in accordance with the Scope of Work shall be calculated as a lump sum in accordance with the Pricing Schedule and shall include all labour, travelling, accommodation, subsistence, expenses and costs related to each item.
- 3) The Normal Services are not limited to the items listed in the Pricing Schedule and the Service Provider shall ensure that fees shall as a minimum cover all the services required by the competent Agent in terms of the Occupational Health and Safety Act, 1993 and Construction Regulations, to represent the Employer in full.

#### C2.1.3 ADDITIONAL SERVICES

- 1) Appointments for Additional Services are normally made where the scope of work is not clearly defined at the time of appointment of the Service Provider.
- 2) Fees for Additional Services shall be paid for on a time-and-cost basis based on the rates priced in the Pricing Schedule. Estimated hours are provided for certain known additional services for evaluation purposes only. This does not reflect the actual quantities that may be required over the multi-year period.
- 3) Time based fees are all-inclusive fees, including allowances for overhead charges incurred by the Service Provider as part of normal business operations, the cost of management, as well as payments to administrative, clerical and secretarial staff used to support professional and technical staff in general and not on a specific project only.
- 4) Fees for additional services must be agreed and approved by the Employer prior to commencement of services.
- 5) Payment for Additional Services will be based on the actual hours, expenses and costs spent on such activities provided that reasonable progress towards the completion of the services rendered for an activity within the estimated budget is demonstrated.
- 6) The Service Provider must be provide timesheets for hours spent and invoices for any expenses and costs claimed under Additional Services.

#### C2.1.4 EXPENSES AND COSTS

- 1) Subject to clause 2 below, a Service Provider may recover from the Employer:
  - a) All expenses actually incurred by the Service Provider and members of the Service Provider's staff in rendering their services and provided for in the Pricing Schedule; and

- b) All other costs incurred on behalf of and with approval of the Employer.
- 2) Recoverable Expenses include:
- a) Agreed costs of typing, production, copying and binding of documents, reports, etc. (included in Normal Services).
  - b) Agreed costs of drawing reproduction (included in Normal Services).
  - c) Expenses on special reproductions, copying, printing, artwork, binding and photography, etc. requested by the Employer (included in Normal Services).
  - d) Travelling expenses for the conveyance of the Service Provider or a member of the Service Provider's staff by any means (for additional services only).
  - e) Travelling time for all time spent in travelling by the Service Provider or members of his staff (for additional services only).
  - f) Accommodation and subsistence expenses incurred by the Service Provider or members of his staff (for additional services only).
- 3) Where monetary allowances for provisional sums have been provided in the Pricing Schedule, and where the work is to be executed/supplied by sub-contractors/suppliers, then the following selection process shall be followed in respect of the required sub-contractors/suppliers:
- a) The Service Provider shall invite three quotations from suitably qualified subcontractors/suppliers, the selection of which shall be in consultation with, and to the approval of the Employer, for the required work or items.
  - b) The quotations received must include the B-BBEE status level for each entity.
  - c) The Service Provider shall make a recommendation to the Employer for the appointment of a subcontractor based on Price and Preference (80/20).
- 4) The Service Provider shall not subcontract more than 25% of the value of the contract to subcontractors that do not have an equal or higher B-BBEE status level than the Service Provider, unless such subcontractors are exempted micro enterprises that can demonstrate to the satisfaction of the Employer that they have the capability and capacity to execute the subcontract works.

## C2.2 Pricing Schedules

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
<b>1.0</b>	<b>NORMAL SERVICES</b>				
1.1	Prepare baseline risk assessment	Sum	1		RATE ONLY
1.2	Prepare, liaise and provide project specific H&S specification for Designer	Sum	1		RATE ONLY
1.3	Assist, discuss, negotiate and approve Principal Contractor's H&S plan	Sum	1		
1.4	Construction monitoring and inspection of works, registers, documentation and H&S File for compliance (travelling and subsistence included)	Site Visits	3		
1.5	Quality control and audit reports (monthly)	Reports	3		
1.6	Completion of Services (submit H&S File and Final Audit Report)	Sum	1		
<b>2.0</b>	<b>ADDITIONAL SERVICES</b>				
2.1	<u>Time-based Services not covered above (provisional):</u>				
	a) OHS Agent (Pr CHSA)	h	1		
	b) OHS Manager (CHSM)	h	1		
	c) OHS Officer (CHSO)	h	1		
	<b>SUBTOTAL</b>				
	<b>ADD VAT @ 15%</b>				
	<b>TOTAL INCLUDING VAT (TO FORM OF OFFER)</b>				

**DECLARATION**

I/we, the undersigned, do hereby declare that these are the properly priced Pricing Schedules forming part C2.2 of this Contract Document upon which my/our tender for **RFQ NO. 85/2026: CONSTRUCTION HEALTH & SAFETY SERVICES FOR UPGRADING OF ODENDAAL SPORT FACILITY** has been based.

Signed.....

Date.....

Name.....

Position.....

Quoter .....

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## Part C3: Scope of Work

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## C3 SCOPE OF WORKS

Clause	Topic	Details
C3.1	Employer's objectives	<p>The Employer's objectives include the following:</p> <ul style="list-style-type: none"> <li>(i) To provide new and maintain existing engineering services infrastructure of an acceptable quality for the benefit of all its inhabitants in the most cost-effective and cost-efficient manner possible;</li> <li>(ii) To deliver public services infrastructure using labour intensive construction methods wherever technically feasible and economically viable;</li> <li>(iii) To alleviate poverty through the provision of employment opportunities to the unemployed;</li> <li>(iv) To assist with the socio-economic development of targeted groups;</li> <li>(v) To comply with the requirements of statutory, legislative and regulatory frameworks governing local government infrastructure provision;</li> <li>(vi) To comply with all funding conditions (own and grants).</li> </ul> <p>The Employer's specific objective with this contract is to mitigate the construction health and safety risks associated with the construction works in upgrading the Odendaal sport facility in Prince Albert.</p>
C3.2	Background	<p>Prince Albert Municipality appointed a Contractor for the upgrading of the Odendaal Sport Facility in Prince Albert town.</p> <p>In accordance with the Occupational Health and Safety Act 85 of 1993 (OHS Act) and Construction Regulations, the responsibilities and liabilities to ensure health and safety on a project remain with the Client and failure to comply is a criminal offence. In this document the term "Employer" is used to denote the Client and vice versa.</p> <p>As set out in Regulation 5(6), the client may appoint an Agent in writing to act as the client's representative, in which case the responsibilities applicable to the Client shall as far as is reasonably practicable, apply to the appointed Agent.</p> <p>The purpose of this contract is for Prince Albert Municipality to appoint a competent service provider to act as the Construction OHS Agent in terms of the Construction Regulations published in terms of the Occupational Health and Safety Act, 1993. The appointed Agent will monitor and report on the construction project to ensure that the Contractor appointed by the Employer comply with the OHS Act and Construction Regulations.</p>
C3.3	Management / Oversight structures for the project	<p>The project is managed under the <b>Directorate: Corporate and Community Services</b> of the Employer. The Service Provider will report directly to, consult with, and only take instructions from, the <b>Manager: Community Services</b>, or her delegated representative, on all matters relating to the implementation of the project.</p>
C3.4	Description of the services	<p>Professional Construction Health &amp; Safety services are required on the Odendaal Sport Facility project to ensure compliance with the requirements of the OHS Act and Construction Regulations</p>
C3.5	Services requirements	<p>The services required are listed below. The list is not necessarily conclusive of all services required and services may include any activity related to meeting the objectives of the Employer. The following main activities are required:</p> <ul style="list-style-type: none"> <li>(1) Approve the contractor's health and safety plan for implementation.</li> <li>(2) Appoint a competent Risk Assessor to carry out health and safety induction and/or training to construction workers at the sites when and where required. Proof of such induction and/or training must be submitted to the Employer.</li> <li>(3) Take reasonable steps to ensure that each Contractor's health and safety plan is implemented and maintained. Ensure that the health and safety file</li> </ul>

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		<p>contemplated in regulation 7(1)(b) is kept and maintained by the Principal Contractor.</p> <p>(4) Monitor the execution of the construction or maintenance work to ensure that this is being done in accordance with the Contractor's health and safety plan and the health and safety specification for each contract. Monitoring by the Agent will be carried out on a regular basis as per the requirements of the OHS Act and Regulations.</p> <p>(5) Monitoring will consist of a walk-through inspection of the site together with the auditing of all registers and documents the Contractor/s is required to maintain as per the OHS Regulations.</p> <p>(6) Ensure periodic health and safety audits and documentation verification are conducted at regular intervals - at least once per month.</p> <p>(7) Submit to the Employer a monthly report in which all instances where the Contractor has deviated from the requirements of his health and safety plan, together with the actions taken by the Agent, will be recorded.</p> <p>(8) Stop any Contractor from executing a construction activity when and where such work is not in accordance with the health and safety specifications, plan and/or Regulations. Immediately inform the Employer where such work was stopped.</p> <p>(9) Submit to the Employer on completion of a project, all relevant documentation generated by the Contractor as well as a final audit report.</p>
<b>C3.6</b>	<b>Additional Services</b>	<p>Additional Services are subject to agreement in writing between the Service Provider and the Employer prior to the execution thereof. The additional services shall satisfy the stated objectives of the Employer and may include any number of the following activities:</p> <p>(1) Enquiries not directly concerned with the works and its subsequent utilisation.</p> <p>(2) Additional work in obtaining the formal approval of the appropriate Government Departments or Public Authorities.</p> <p>(3) Abnormal additional service by, or costs to, the Service Provider due to the failure of a Contractor or others to perform their required duties adequately and timely.</p> <p>(4) Additional services, duties and/or work resulting from project scope changes, alterations and/or instructions by the Employer, or his duly authorised agents, requiring the Service Provider to advise upon, review, adapt and/or alter his specifications.</p> <p>(5) The frequency and extent of site inspections that are required relative to the norm. The norm is that meetings and inspections should occur at an average frequency of once every month with more frequent occurrences during critical stages of the works. When the frequency of meetings and inspections exceeds this norm then such additional attendance at meetings and related inspections are considered as additional services,</p> <p>(6) Any other additional services, of whatever nature, specifically agreed to in writing between the Service Provider and the Employer.</p>
<b>C3.7</b>	<b>Reports</b>	The following reports need to be submitted as a minimum (where relevant):

Clause	Topic	Details	
		Report	Requirements
		<b>Approval of Contractor's H&amp;S Plan</b>	This report should be submitted within <b>1 week after receipt of the Contractor's H&amp;S Plan</b> and include the following aspects as a minimum: <ul style="list-style-type: none"> <li>• Confirm approval of the H&amp;S Plan</li> <li>• Confirm any outstanding items to be addressed in order to obtain approval or in order to commence with the works</li> </ul>
		<b>Monthly Audit Report</b>	This report should be submitted within <b>1 week after conducting a site visit</b> and include the following aspects as a minimum: <ul style="list-style-type: none"> <li>• Contractor's compliance with H&amp;S Plan</li> <li>• Physical findings on site</li> <li>• Administrative findings on site</li> <li>• Incidents and Accidents reported on site</li> <li>• General Recommendations and Comments</li> <li>• Picture gallery of non-compliant and compliant activities on site</li> </ul> The Agent must reference any non-compliance event to the relevant regulation and recommend practical mitigation measures to prevent stop-work orders.
		<b>Final Audit Report</b>	This report should be submitted within <b>1 week after issue of the Completion Certificate</b> by the Employer's Agent (Engineer) and should contain the following summary for the works as a whole: <ul style="list-style-type: none"> <li>• Contractor's overall compliance with H&amp;S Plan</li> <li>• Physical findings on site and remedial measures implemented</li> <li>• Administrative findings on site and remedial measures implemented</li> <li>• Incidents and Accidents reported on site and remedial measures implemented</li> <li>• General Recommendations and Comments</li> <li>• Picture gallery of non-compliant and compliant activities on site</li> <li>• Fully completed and returned copy of the Contractor's H&amp;S File</li> </ul>
<b>C3.8</b>	<b>Applicable national and international standards</b>	The following standards may be used as a general guide to ensure compliance with the Employer's objectives: <ul style="list-style-type: none"> <li>• DoL OHS Construction Regulations 2014 Guidelines (Government Gazette 40883 of June 2017)</li> <li>• ILO Code of Practise: Safety and health in building and civil engineering work (1972)</li> <li>• ILO Code of Practise: Safety and health in construction (1992)</li> </ul>	
<b>C3.9</b>	<b>Approvals</b>	The Service Provider need to obtain approval from the Employer prior to commencing with the next stage of the project and for reports submitted.	

Clause	Topic	Details
		The Service Provider need to ensure the Contractor obtains approval from the Department of Labour before commencement of works, where required.
C3.10	Co-operation with other services providers	The Service Provider may be required to liaise with other Service Providers to meet the objectives of the Employer.
C3.11	Facilities and equipment to be provided by the Employer	The Employer may provide a boardroom or similar facility for holding regular progress meetings.
C3.12	Procurement	The Service Provider need to adhere to the requirements of the Employer's SCM and Preferential Procurement Policies during the implementation of the project. The Service Provider may not procure the services of other subcontractors that have not been stated in the tender without prior approval from the Employer.
C3.13	Access to land / buildings / sites	Where applicable, access needs to be arranged with the relevant landowners.
C3.14	Quality management	The Employer will implement a Performance Monitoring System for all Service Providers employed on projects. The system will include a Performance Scorecard that will evaluate inter alia the Service Provider's management and adherence to time, scope, quality and costs related to the project. The detailed scorecard will be provided to Service Providers at commencement of services.
C3.15	Format of communications	Communication may be by means of e-mail, post or facsimile in any format compatible with the MS Office suite of software or readable Adobe Acrobat software.
C3.16	Key personnel	The schedule of key personnel is included in the Contract Data and Returnable Schedules. Service Providers may not replace the key personnel so provided without prior approval of the Employer. Should the Service Provider propose to replace the key personnel submitted in the tender, the replacement staff must have equal or better qualifications and experience than the original staff proposed in the tender.
C3.17	Management meetings	Regular project meetings will be held approximately once a month or once a quarter in the municipal area that would include the Employer's representatives, the Service Provider and other appointed service providers, where applicable. The level of representation at the meetings shall be of such a nature to permit that decisions be taken and agreed to. The Service Provider must be represented by the key person identified as the <b>Professional Health &amp; Safety Agent</b> in the personnel schedule or his designated Alternate.
C3.18	Forms for contract administration	The Employer may provide standard templates for certain activities related to contract administration to improve and standardise reporting.
C3.19	Electronic payments	The Service Provider needs to make appropriate arrangements with the Employer's Finance Department with regards to electronic payments required. All Service Providers on the project must be registered on the Central Supplier Database (CSD) managed by National Treasury.
C3.20	Daily records	The Service Provider must provide a timesheet record for all site staff employed on construction projects and where additional services are required and fees are claimed as an Additional Service.

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C3.21	<b>Professional indemnity insurances</b>	The Service Provider must submit one original certified copy of their PI insurance to the Municipality's Project Manager at the first project briefing meeting and thereafter an updated version annually or after expiry of the insured period, whichever comes first.
C3.22	<b>Payment certificates</b>	The Employer may provide standard templates for submission of payment claims by both Service Providers and Contractors. All claims for payment must be submitted to the Employer by no later than the 20 <sup>th</sup> of each month to allow processing of claims before the end of the month and payment in the following month. All payments are done within 30 days from receipt of the Employer of a correct and undisputed invoice.
C3.23	<b>Use of documents by the Employer</b>	The Employer may use any document submitted by the Service Provider to achieve its stated objectives, provided that the services rendered have been paid for in full.
C3.24	<b>Property provided for the Consultant's use</b>	None.
C3.25	<b>Proof of compliance with the law</b>	The Service Provider shall, upon request from the Employer, provide proof of compliance with the various laws applicable to the implementation of the service so provided. The Service Provider shall take particular cognisance of the latest version of the following legislation in the implementation of projects: <ul style="list-style-type: none"> <li>• Municipal Finance Management Act</li> <li>• Supply Chain Management Regulations</li> <li>• Preferential Procurement Policy Framework Act and Regulations</li> <li>• Construction Industry Development Board Act and Regulations</li> <li>• Occupational Health &amp; Safety Act and Construction Regulations</li> </ul>
C3.26	<b>Annexures</b>	Prince Albert SCM and Preferential Procurement Policies (Quoters to obtain own copy).