



Request for Proposals:

CDC/11/26

**MAINTENANCE REPAIRS AND
REFURBISHMENT OF VARIOUS LIFTS AT
BLOEMFONTEIN AND SURROUNDING AREAS
– WCS 053295**

Document N^o

CDC-MTA-RFP-001-26

CLASSIFICATION: PUBLIC

NAME OF BIDDER

Closing Date: 18 May 2026 at 12h00

DOCUMENT INFORMATION SHEET

Title of Document : *Request for Proposals for Service Provider to Provide Maintenance Repairs and Refurbishment of Various Lifts in Bloemfontein and Surrounding Areas*

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Business Unit : *IPD-DPWI Programme*

Prepared for : *Prospective Bidders*

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DOCUMENT CONTROL SHEET

The purpose of this form is to ensure that documents are reviewed and approved prior to issue. The form is to be bound into the front of all documents released by the CDC.

PROJECT NAME : MAINTENANCE REPAIRS AND REFURBISHMENT OF VARIOUS LIFTS AT BLOEMFONTEIN AND SURROUNDING AREAS – WCS 053295.

DOCUMENT TITLE : Request for Proposals: Service Provider to Provide Maintenance Repairs and Refurbishment of Various Lifts in Bloemfontein and Surrounding Areas

DOCUMENT No. : CDC/11/26


SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Change Control Procedure document.

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Distribution:	Potential Bidders
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REVISION 2	Name:	Name:	Name:
	Signature:	Signature:	Signature:

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REQUEST FOR PROPOSALS
MAINTENANCE REPAIRS AND REFURBISHMENT OF VARIOUS LIFTS AT
BLOEMFONTEIN AND SURROUNDING AREAS – WCS 053295
Contract No. CDC/11/26

The Coega Development Corporation (CDC) is headquartered in the City of Gqeberha, Nelson Mandela Bay Municipality, South Africa, with a strategic operational footprint in South Africa and beyond the borders on the African continent. The CDC's vision is to be the leading catalyst for the championing of socio-economic development. This it seeks to achieve through the development and operation of the 9 003-hectare Coega Special Economic Zone (SEZ), a transshipment hub and a leading investment destination in Africa, providing highly skilled competence and capacity for the execution of complex infrastructure and related projects throughout South Africa and selected markets on the African continent, and advisory on the development of industrialisation and logistics zones. The CDC's advanced capabilities are successful enablers in sustainable economic zone development and management, real assets management, infrastructure planning and development, technology integration while realising related socio-economic impact areas such as skills and SMME development. The CDC's high-performance ethos is grounded in its commitment to sustainable development, the protection of its people and the planet, and the delivery of infrastructure solutions that support a just social and economic transition to a low-carbon, resource efficient, and climate resilient future. The foundational culture of the CDC's approach, backed by its core values, is innovation and continuous improvement.

The National Department of Public Works and Infrastructure (NDPWI) appointed Coega Development Corporation (CDC) as the Implementing Agent for the implementation of several Turnkey projects Nationally and with various client departments. These projects require various interventions namely, Repairs, Maintenance, Renovations, up-grades and refurbishments and new construction subject to the client needs analysis.

The Maintenance Repairs and Refurbishment of Various Lifts in Bloemfontein and Surrounding Areas has been identified as one of the projects.

INVITATION TO TENDER

The Coega Development Corporation (CDC) is inviting well-experienced, capable, and competent contractors **as Single Entities or Joint Ventures (JVs)** with a CIDB Contractor Grading designation of **6SI or higher** and proven track record in working on maintenance repairs and refurbishment of passenger and goods lifts. Emerging contractors with a CIDB Contractor grading designation of **5SI PE** are not eligible to make submissions and will not be considered.

The objective of this Request for Proposal (RFP) is to contract a competent service provider for the maintenance and repairs of **53 (fifty-three)** various passenger and goods lifts in Bloemfontein and surrounding areas within the Free State (FS) province for a **period of 30 months**. This RFP document details and incorporates, as far as possible, the tasks and responsibilities of the potential bidder required by the CDC.

SCOPE OF SERVICES

Respondents are required to have relevant extensive experience and knowledge in the in the maintenance and servicing of passenger and goods lifts. The types and locations of the lifts to be serviced are detailed in **pricing schedule of this Request for Proposal (RFP) Document**.

The CDC requires the service provider to perform a comprehensive maintenance service and repairs to the lifts installed in Bloemfontein, Bethlehem, QwaQwa, Welkom, Kroonstad, Virginia, Sasolburg, Harrismith, Ficksburg, Clocolan, Smithfield, Springfontein and Odendaalsrus, with due regard for the age of the lifts. The service provider will be required to carry out the following but not limited to:

Regulatory Compliance and Competency

- (a) Conduct systematic inspections of the lifts on a **monthly basis** in accordance with the requirements of the Occupational Health and Safety Act, 1993, the Lift, Escalator and Passenger Conveyor Regulations, 2009, applicable SANS standards, manufacturer specifications, and all other relevant statutory regulations and standards.
- (b) Ensure that all technical maintenance work is performed by **competent persons**, as defined in the Occupational Health and Safety Act, 1993. Such personnel must be **qualified Lift Mechanics** experienced and skilled in maintaining equipment similar to that covered under this contract and who are employed and supervised by the Service Provider.

The Coega Development Corporation reserves the right to request and be provided with copies of certificates of qualification or competence for the Lift Mechanics or senior technical personnel assigned to the work.

Routine Maintenance and Servicing

- (c) Ensure the complete and continuous cleaning of all lift equipment and the areas in which the equipment operates, including but not limited to the **machine room, hoistway, pits, lift cars, separator beams, guide rails, drip pans, and lift doors**.
- (d) Ensure that all mechanical and electrical components, including **brakes, cables, drive equipment, safety devices, and doors**, are maintained and adjusted within the manufacturer's recommended specification limits.
- (e) Maintain all fluids and lubricants at the correct levels in accordance with the manufacturer's specifications.
- (f) Replace worn or deteriorated components **timeously** to minimise breakdowns, reduce unplanned maintenance or repair work, and ensure maximum operational reliability of the lift equipment.

Repairs and Replacement Parts

- (g) Supply, repair, and replace all parts required due to **normal wear and tear**, without additional cost to CDC, where such replacement or repair is deemed necessary in accordance with the Maintenance Agreement and the manufacturer's requirements.

Only parts that are **properly designed, manufactured, and suitable for the intended purpose** shall be used.

Working Hours and Call-Out Services

- (h) Perform routine maintenance and repair work during **normal working hours**, defined as **Monday to Friday from 08:00 to 17:00**, excluding statutory holidays, except in the case of emergency call-backs.
- (i) Provide a **24-hour call-out service, seven (7) days per week**. Emergency call-out services shall be provided **at no additional cost to CDC**, unless the Service Provider can prove that such fault arises from misuse or abuse of the equipment by Users.

Technicians must be equipped with appropriate communication devices to ensure **prompt response to emergency callouts**. A 24hr call centre to be established by the service provider.

- (j) Attend to callouts within **3 hours** during normal working hours where such attention is necessary to maintain the lifts in safe working condition.

Documentation and Technical Records

- (k) Within **one (1) month** of appointment, ensure that all **wiring diagrams and technical drawings** related to the lift equipment are available for use by the Service Provider, CDC, and authorised technical personnel. Where these documents are not available the appointed service provider will be required to produce these documents.

These diagrams must be stored in **plastic protection sleeves** and retained in suitably sized **steel cabinets or enclosures located within the motor room or machine compartment**.

- (l) Within **one (1) month** of appointment, establish and maintain a **maintenance site register or record book** located in the machine room. This register shall record all service procedures, site visits, stoppages, breakdowns, planned repairs, and safety-related equipment tests and inspections.

The register shall remain the **property of Department of Public Works and Infrastructure (DPWI)** and shall be kept in the motor room for a **minimum period of ten (10) years**, as required by the Occupational Health and Safety Act, 1993.

Communication and Reporting

- (m) Upon commencement of the maintenance contract, maintain a **customer communication logbook** (situated in a mutually agreed location) to facilitate effective communication between the end-user, CDC Project Manager and the Service Provider.

The logbook shall accurately record **all site visits, complaints received, and actions taken**, throughout the duration of the contract.

- (n) Provide quarterly or upon request by CDC or its duly appointed agents, **reports detailing the history of call-backs, repairs, and breakdown incidents** for each lift.

Safety Notification and Planned Repairs

- (o) Immediately inform CDC **verbally and in writing** of any **potentially hazardous or undesirable condition** that may cause harm to persons or damage the equipment located within the **shaft, machine room, pit, sheave room, or surrounding areas**, even if the condition does not fall within the direct responsibility of the Service Provider.

- (p) Notify CDC in writing at least forty-eight (48) hours prior to undertaking any planned major repairs to the equipment.

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- (q) Any **ad hoc repairs** shall only commence after receipt of an **official instruction from the CDC Project Manager**.

Contractual Control

- (r) The Service Provider shall **not assign, transfer, or modify the Maintenance Agreement** without the **prior written approval** of the CDC.
- (s) The service provider shall maintain adequate insurance cover, including public liability insurance, for the duration of the contract.
- (t) The Service Provider shall comply with all health, safety and statutory requirements applicable to lift maintenance operations.

CONDITIONS OF TENDER

Failure to adhere to the conditions stated hereinunder or to provide evidence where specified, will render the submission non-responsive and the submission will be declared null and void and will not be considered further.

- (a) The Main Contractor must be registered with the Construction Industry Development Board (CIDB) and must have an active CIDB Grade of **6SI or higher**. Potential Bidders with CIDB Grade **5SI PE** are not eligible to bid. CIDB JV Calculator will be used for JV's/Consortiums. The CDC will verify the active grading through CIDB website.
- (b) Bidders must ensure that their CIDB registration is valid and active, or that they are capable of being registered for the required grading and class of works from the bid closing date up to and including the date of award of the contract. CDC reserves the right to verify the bidder's CIDB registration status on the CIDB website at any stage during the evaluation and adjudication process. Where a bidder is not registered with the CIDB at the bid closing date but claims to be capable of being registered, the bidder must submit, as part of its bid, proof of application for CIDB registration. Failure to maintain an active and valid CIDB registration, or to successfully obtain such registration prior to award where the bidder was only capable of being registered at closing, will result in disqualification or rejection of the bid.
- (c) Entities who intend submitting a bid as a Joint Venture must ensure that their combined grading meets the required CIDB Grading
- (d) Bidders are required to have a valid and current CIDB registration on the date of closing and required to maintain this registration throughout the Tender Evaluation period. Failure to do so will invalidate the tender.
- (e) The CDC's Procurement Policy & Procedures shall apply.
- (f) The following legislation shall apply:
 - (i) Public Finance Management Act (PFMA),
 - (ii) Preferential Procurement Policy Framework Act, 2000,
 - (iii) The Preferential Procurement Regulations 2022,
 - (iv) National Treasury Regulations
 - (v) National Archives and Record Service of South Africa Act 43 of 1996
 - (vi) The CIDB Act 38 of 2000

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- (vii) Occupational Health and Safety Act and Regulations, Act (85 of 1993),
 - (viii) Compensation for Occupational injuries and disease Act (130 of 1993),
 - (ix) NEMA National Environmental Management Act (107 of 1998)
 - (x) BBBEE Act Number 53 of 2003 (as amended by Act number 46 of 2013),
 - (xi) Disaster Management Act 57 of 2002
 - (xii) Any other applicable legislation. Act, Regulation, and our Guidelines related to Lift, Escalator and Passenger, Conveyor
- (g) The 80/20 preference point system, as per the Preferential Procurement Policy Framework Act 2000 will apply. The allocation of points will apply as follows:
- (i) Price 80,
 - (ii) Specific Goals 20.
- (h) As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of above R3 million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. In case of a JV, a consolidated B-BBEE certificate must be submitted as well as individual B-BBEE Certificates/affidavit of their entities to confirm the type of enterprise.
- (i) Bidders and all Consortium/Joint Venture (JV) members, if any, must confirm their company registration with Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as CDC will not award any bid to any business that appears on the CIPC List of de-registered businesses. The CDC may verify company registration with CIPC through Biz-Portal.
- (j) CDC will only award the tender to a bidder who is tax compliant. The tax compliance status of the bidders will be verified through CSD and SARS website. The prospective Bidders must ensure that they are Tax Compliant throughout the validity period of the bid.
- (k) Bidders must be VAT registered and bids must be submitted VAT inclusive. Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million are obliged to include VAT in the prices quoted and must therefore

immediately upon award of the contract register with the South African Revenue Services (SARS) as VAT vendors. The award of contract would be conditional pending the successful Bidder submitting proof of registration as a VAT vendor with SARS. All Bidders must be Value Added Tax (VAT) Vendors and the Form of Offer must include VAT.

- (l) Bidders (all the members in the Bidding Team in the case of Consortia or Joint Ventures) must provide proof of registration on the National Treasury's Central Supplier Database (CSD) or provide a Treasury CSD registration number e.g. MAAA0.
- (m) Public servants are prohibited from conducting any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be carried out by the CDC and Bidders will be disqualified should they be found to be in contravention with this requirement.
- (n) In-case of Joint Venture (JV) / Consortium should have delegated authority to sign:
 - (i) The Tender Submissions.
 - (ii) Any correspondence with the CDC during the bidding process.
 - (iii) The Agreement to be entered into with the Successful Bidder; and
 - (iv) Any correspondence during the Contract Execution Phase.
 - (v) Would be conferred the authority to be the duly Authorised Signatory as would be provided in the Certificate of Authority of Signatory that should be included in the Tender Document.
 - (vi) Will be the sole point of contact between the CDC and the Bidder during this bidding process, and during contract execution (i.e. for the Successful Bidder).
 - (vii) Would be required to review and sign off all the deliverables to the CDC during the execution of the contract, confirming their quality and professional soundness
- (o) In case of JVs/Consortia, the Bidder must include an Intent to Enter into a JV/Consortium Agreement. The actual copy of a complete and fully signed JV/Consortium Agreement would be required from the successful Bidder upon completion of the procurement process;
- (p) Bidders must complete and sign the POPI Act consent form. In case of Joint Venture/ Consortium, a separate form in respect of each party to the JV must be completed
- (q) Any misrepresentation of information will lead to immediate disqualification of the Bidder's Submission. It is imperative that the duly authorised person conducts quality control on all the documentation to be submitted to the CDC as part of this Tender Document and signs the submission as a correct and sound documentation that the CDC could put its reliance on

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- (r) Successful Bidder will be required to comply with the Occupational Health and Safety Act and Regulations Act (85 of 1993) and Compensation for Occupational injuries and disease Act, Act (130 of 1993), National Environmental Management Act, Act (107 of 1998) and Disaster Management Act (57 of 2002) and all relevant and applicable legislations. Upon appointment of the successful Bidder will be required to develop Occupational Health, Safety and Environmental Management Systems to comply with the project specification, SANS Norms and Standards. CDC Sustainability Business Unit will manage and monitor compliance and implementation of Occupation Health and Safety, Environmental and Quality requirements for the duration of the contract.
- (s) Upon award the successful Bidder will be required to appoint a Part-Time Construction Health and Safety Officer or Construction Health and Safety Manager (CHSO/CHSM) actively registered with SACPCMP. No candidate registration will be accepted. The CHSO/CHSM must have a proven record of **02 years or more**. The CHSO/CHSM will take full responsibility of managing and supervising safety, health and environment on an ad-hoc basis throughout the duration of the contract.
- (t) In case of a JV award, the entity will be expected to provide valid proof of registration with Compensation Fund or approved Licensed Insurer specified as the J/V entity for a specific duration”
- (u) The performance of the Bidders on projects they have been awarded (past and current projects) shall be reviewed and evaluated on an on-going basis by the CDC Project Manager. Poor performance on awarded projects may result in a Bidder not being awarded future projects by the CDC as per the CDC Service Provider Performance Management System (SPPMS);
- (v) CDC will not award more than **two** active projects to one bidder, unless one project has reached 80% completion stage and beyond. Capacity assessment may be conducted in an event that the recommended bidder is the only responsive service provider and has already been awarded two contracts.
- (w) The CDC reserves the right, in its sole discretion, to reject any bid where it appears to the employer that the bidder does not comply with any of the requirements set out above. If the CDC does not accept any submission, it will declare this tender process to be closed and may then elect to negotiate with any party, or to proceed on a completely different basis, or not to proceed with the services

- (x) Should the Department of Public Works & Infrastructure (DPWI) be unable to avail funds for this project during the planned project life cycle, due to unforeseen circumstances, the CDC reserves a right to suspend, withdraw and or terminate the agreement
- (y) No telephonic or any other form of communication with any other CDC member of staff, other than the named individual below, relating to this request for bid will be permitted. All enquiries regarding this bid must be in writing only, and must be directed to: **Ms. Zine Mtanda, Unit Head: Supply Chain Management**; e-mail address: NDPWTenders@coega.co.za
- (z) The tender validity period shall be twelve **(16) weeks**.
- (aa) It is incumbent upon and the responsibility of the Prospective Bidders to submit their full and correct contact details when they download the Bid Document to enable any communication that the CDC might need to issue to all the Prospective Bidders during the bidding process to be realized. The CDC will not be accountable for any such omission or failure by the Prospective Bidders.

Bid documents will be available for download from the CDC Website (www.coega.co.za) or the National Treasury e-tender portal from **Thursday the 17 April 2026 from 12h00** at no cost. The CDC will not take responsibility for any errors that may occur in the downloading of documents. Bidders are therefore required to ensure that they download the full pack with no missing pages. Potential bidders will be required to provide their email addresses in the system before downloading the documentation for correspondence purposes. Potential bidders must therefore ensure that the email addresses are correct

All queries relating to this BID may be addressed to Ms. Zine Mtanda, Unit Head: Supply Chain Management, strictly via e-mail: NDPWTenders@coega.co.za between the period of **17 April 2026 to 04 May 2026**. No new queries received **after 04 May 2026** will be responded to.

A non-mandatory briefing meeting will be held **Tuesday 28 April 2026 at 11h00** as detailed in **table 1** below.

Table 1: Briefing Meeting Details

#	Description	Details
1	Venue	Virtual on Teams
2	Date	28 April 2026
3	Time	11h00
4	Meeting link	Microsoft Teams meeting Join: https://teams.microsoft.com/meet/32899432824187?p=gjwyTVbnmtQi7NDxR

	Meeting ID: 328 994 328 241 87 Passcode: Mp95ee76
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One original completed bid document shall be placed in a sealed envelope clearly marked and mentioning contract number: **Contract No: CDC/11/26: MAINTENANCE REPAIRS AND REFURBISHMENT OF VARIOUS LIFTS AT BLOEMFONTEIN AND SURROUNDING AREAS – WCS 053295**

The closing date and time for the receipt of completed documents is **Monday 18 May 2026 at 12h00**. Documents are to be placed in the tender box at the **CDC Tshwane Office, 179 Lunon Road, 2nd Floor, Lourie Place, Hillcrest Office Park, Lynwood, Tshwane, 0083**. Bids will NOT be opened in public, and no late submission will be considered. An opening register will be sent within 48 hours of opening bids.

No telephone or any other form of communication with any other CDC member of staff, other than the named individual below, relating to this request for tender will be permitted. All enquiries regarding this tender must be in writing only, and must be directed to Zine Mtanda, Unit Head: Supply Chain Management; E-mail: NDPWTenders@coega.co.za

<i>The CDC reserves the right not to accept the lowest proposal in part or in whole or any proposal.</i>
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TABLE OF CONTENTS

Table of Contents

1	INTRODUCTION.....	13
2	SCOPE OF SERVICE.....	13
3	BIDS EVALUATION PROCESS.....	17
	3.1. Stage 1: Responsiveness Assessment.....	17
	3.2. Stage 2: Quantitative Assessment	19
	3.3. Stage 3: Qualitative Assessment.....	26
4	TERMS & CONDITIONS	27
5	DISQUALIFICATION	31
6	ANNEXURES.....	32

1 INTRODUCTION

The Coega Development Corporation (CDC) has been appointed by the Department of Public Works and Infrastructure (DPWI) as an Implementing Agent (IA) for some of their projects. One of these projects is “The Maintenance, Repairs, and Refurbishment of Various Lifts in Bloemfontein and Surrounding Areas”.

The NDPWI, as the custodian of the state properties, is looking for after various buildings in several towns of the Free State Province, and these buildings are fitted with different kinds of goods & passenger lifts from normal, wheelchair, and dumbwaiter lifts amongst others. There is a total number of **53 (fifty-three)** different lifts situated in **13 (thirteen)** different towns around the Free State Province, with most of the lifts situated in Bloemfontein.

This Request for Proposal (RFP) seeks to source the services of a competent Service Provider (SP) for the preventative, corrective, and planned maintenance services, repairs, and refurbishment of the lifts in various buildings in the Free State Province for a period of **30 (thirty) months**. Furthermore, the respondents should be based within reasonable proximity to the project location or at least have a footprint in that area. Bloemfontein will be used as the centre town.

2 SCOPE OF SERVICE

The scope of works includes the following activities, but not limited to:

The CDC requires the service provider to perform a comprehensive maintenance service to the lifts installed in Bloemfontein, Bethlehem, QwaQwa, Welkom, Kroonstad, Virginia, Sasolburg, Harrismith, Ficksburg, Clocolan, Smithfield, Springfontein and Odendaalsrus, with due regard for the age of the lifts.

The service provider will be required to:

2.1 Regulatory Compliance and Competency

- (a) Conduct systematic inspections of the lifts on a monthly basis in accordance with the requirements of the Occupational Health and Safety Act, 1993, the Lift, Escalator and Passenger Conveyor Regulations, 2009, applicable SANS standards, manufacturer specifications, and all other relevant statutory regulations and standards.
- (b) Ensure that all technical maintenance work is performed by competent persons, as defined in the

Occupational Health and Safety Act, 1993. Such personnel must be qualified Lift Mechanics experienced and skilled in maintaining equipment similar to that covered under this contract and who are employed and supervised by the Service Provider.

- (c) The Coega Development Corporation reserves the right to request and be provided with copies of certificates of qualification or competence for the Lift Mechanics or senior technical personnel assigned to the work.

2.2 Routine Maintenance and Servicing

- (d) Ensure the complete and continuous cleaning of all lift equipment and the areas in which the equipment operates, including but not limited to the **machine room, hoist way, pits, lift cars, separator beams, guide rails, drip pans, and lift doors**.
- (e) Ensure that all mechanical and electrical components, including **brakes, cables, drive equipment, safety devices, and doors**, are maintained and adjusted within the manufacturer's recommended specification limits.
- (f) Maintain all fluids and lubricants at the correct levels in accordance with the manufacturer's specifications.
- (g) Replace worn or deteriorated components **timeously** to minimise breakdowns, reduce unplanned maintenance or repair work, and ensure maximum operational reliability of the lift equipment.

2.3 Repairs and Replacement Parts

- (a) Supply, repair, and replace all parts required due to **normal wear and tear**, without additional cost to CDC, where such replacement or repair is deemed necessary in accordance with the Maintenance Agreement and the manufacturer's requirements. Only parts that are **properly designed, manufactured, and suitable for the intended purpose** shall be used.

2.4 Working Hours and Call-Out Services

- (a) Perform routine maintenance and repair work during **normal working hours**, defined as **Monday to Friday from 08:00 to 17:00**, excluding statutory holidays, except in the case of emergency call-backs.
- (b) Provide a **24-hour call-out service, seven (7) days per week**. Emergency call-out services shall be provided **at no additional cost to CDC**, unless the fault arises from misuse or abuse of the equipment.

- (c) Technicians must be equipped with appropriate communication devices to ensure **prompt response to emergency callouts**.
- (d) Attend to callouts within a **reasonable period** during normal working hours where such attention is necessary to maintain the lifts in safe working condition. Work performed outside normal working hours shall be subject to the client making the necessary payments required by the relevant authorities.

2.5 Documentation and Technical Records

- (a) Within **one (1) month** of appointment, ensure that all **wiring diagrams and technical drawings** related to the lift equipment are available for use by the Service Provider, CDC, and authorised technical personnel. Where these documents are not available the appointed service provider will be required to produce these documents.

These diagrams must be stored in **plastic protection sleeves** and retained in suitably sized **steel cabinets or enclosures located within the motor room or machine compartment**.

- (b) Within **one (1) month** of appointment, establish and maintain a **maintenance site register or record book** located in the machine room. This register shall record all service procedures, site visits, stoppages, breakdowns, planned repairs, and safety-related equipment tests and inspections. The register shall remain the **property of DPWI** and shall be kept in the motor room for a **minimum period of ten (10) years**, as required by the Occupational Health and Safety Act, 1993.

2.6 Communication and Reporting

- (a) Upon commencement of the maintenance contract, maintain a **customer communication logbook** (if required and located at a mutually agreed location) to facilitate effective communication between the CDC Project Manager and the Service Provider. The logbook shall accurately record **all site visits, complaints received, and actions taken**, particularly during the **first year of the contract**.
- (b) Provide, upon request by CDC or its duly appointed agents, **reports detailing the history of call-backs, repairs, and breakdown incidents** for each lift installation.

2.7 Safety Notification and Planned Repairs

- (a) Immediately inform CDC **verbally and in writing** of any **potentially hazardous or undesirable condition** that may cause harm to persons or damage the equipment located within the **shaft**,

machine room, pit, sheave room, or surrounding areas, even if the condition does not fall within the direct responsibility of the Service Provider.

- (b) Notify CDC **in writing at least forty-eight (48) hours prior** to undertaking any planned major repairs to the equipment.
- (c) Any **ad hoc repairs** shall only commence after receipt of an **official instruction from the CDC Project Manager**.

2.8 Contractual Control

- (dd) The Service Provider shall **not assign, transfer, or modify the Maintenance Agreement** without the **prior written approval** of the CDC.
- (ee) The service provider shall maintain adequate insurance cover, including public liability insurance, for the duration of the contract.
- (ff) The Service Provider shall comply with all health, safety and statutory requirements applicable to lift maintenance operations.

3 BIDS EVALUATION PROCESS

Bids will not be evaluated on functionality. The stages of assessment of the Bids will be as follows:

- Stage 1: Responsiveness Assessment,
- Stage 2: Functionality Assessment
- Stage 3: Quantitative Assessment, and
- Stage 4: Qualitative Assessment.

3.1. Stage 1: Responsiveness Assessment

Mandatory Requirements

Bidders are required to comply with all the mandatory requirements and failure to comply and complete any of the mandatory requirements will result in submissions being deemed null and void and shall be considered “non-responsive” and therefore they will not be considered. The following will be used to assess the responsiveness of Bidders:

Table 2: Mandatory Requirements to be submitted.

No.	DESCRIPTION
1	Completed and signed Invitation to Bid (SBD 1). In the case of a Joint Venture/Consortium the information of all entities (Members of the JV/Consortiums) should be reflected on the SBD 1 Form.
2	Completed and signed Bidder’s Disclosure Form (SBD 4) . In case of a Joint Venture/Consortium, a separate SBD 4 Form in respect of each party to the Joint Venture must be completed and submitted.
3	Bidders shall be registered with the Construction Industry Development Board (CIDB). Tenderers must have an active CIDB Contractor Grading designation of 6SI or above. Potential emerging bidders with an 5SI PE CIDB grading are not eligible to bid.
4	Completed and signed form of offer in clearly legible with permanent ink.
5	Signed letter of intent to enter JV/Consortium to be signed by all parties in the JV (where applicable)
6	Completed and Signed Certificate of Authority of Signatory to be signed by all bidders. In case of a Joint Venture/ Consortium, the Authority of Lead Partner to sign JV/Consortium documents must ALSO be provided and signed by all parties in the JV. Proof of authority to sign may be submitted in a form of company resolution

No.	DESCRIPTION
7	<p>Completed and signed Pricing Schedule must be submitted (ANNEXURE C) and tender amount or offered price transferred to the Form of Offer (ANNEXURE D) and written in permanent ink and duly signed by the Bidder Copies of the priced activity schedule, alternatively scanned copies of the priced activity schedules are not acceptable and may result in disqualification. Any mistakes must be neatly crossed with one line and corrected rate written above it and initialized by the Bidder. Should the Bidder fail to price any item in the Pricing Schedule, it will be deemed non-responsive.</p>
8	<p>Demonstrate company, JV/Consortium previous related experience, by submitting proof of valid relevant company experience for similar nature of projects (maintenance, repairs of goods & passenger lifts), as follows:</p> <p>Provide one (1) completed maintenance and repairs of goods and passenger lift project to a value of R3.5 million. Only projects completed in the past ten (10) years)</p> <p>For completed project, Bidders MUST provide appointment and reference letters. Both the Letter of Appointment and client reference letter MUST be on (on client's letterhead) The following must be vividly captured:</p> <ol style="list-style-type: none"> a. Employer, contact person and telephone number b. Description of work (service) c. Value of work (i.e. the service provided) inclusive of VAT) d. Date completed
9	<p>The Personnel listed below as key personnel, whom he/she proposes to employ on the contract should his offer be accepted.</p> <p>Lift Mechanic's trade test copy of the certificate.</p> <p>This is the core qualified technical person who can carry out repairs and maintenance. Under the <i>Lift, Escalator and Passenger Conveyor Regulations (2010)</i>, a "competent lift mechanic".</p>

Failure to complete all mandatory information will result in submissions being deemed null and void and shall be considered "non-responsive" and therefore not considered further.

Table 3: Additional requirements

No.	DESCRIPTION
1	As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements) QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of R 3 million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R 3 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. In the case of a Joint Venture (JV) / Consortium, a consolidated B-BBEE certificate would be required, and it must be accompanied by individual B-BBEE Certificates/affidavits of their entities to confirm the type of enterprise
2	Bidders must complete and sign the POPI Act Consent Form. In the case of a Joint Venture/Consortium, a separate form in respect of each party to the JV must be completed.
3	Company Profile.

3.2. Stage 2: Functionality Assessment

- (a) Proposals that meet the Responsiveness Assessment will be adjudicated further on functionality.
- (b) The Bidder must meet a minimum of **60 points** in accordance with the criteria presented in **Table A1** below. **Table A2** presents details of how the scoring will be carried out.
- (c) Bids that do not meet the minimum threshold score of 60 points following the Quantity/functionality assessment shall not be considered.

Table A1: Functionality Criteria for Contract No CDC/11/26

#	Assessed Item	Criteria or Factors being Assessed	Points	Requirements from Bidders
1	Quality Management System	Quality control system and Procedures which ensure compliance with the standards and specifications required for the delivery of the project.	20	The Bidder shall provide a copy of their quality management system or quality management plan that will be specific for this project. The Bidder shall demonstrate that the system is being implemented on existing projects.
2	Proposed Methodology	Methodology for executing the work includes key risk factors to be considered.	20	Bidders must provide a methodology and technical approach detailing the execution of the required services which is consistent with the requirements of this RFP. The methodology is to refer to the services required and address SHEQ issues. This must also include contingency planning and management, the key risk factors affecting the project should be identified with possible mitigation action.
3	Qualifications of Proposed Personnel	Personnel Qualifications	25	The Bidder shall provide information that covers the level of qualifications (specific to the Contracts Manager). Please provide copies of qualifications. If no copies of qualifications are supplied, no score will be allocated.

4	Experience of key personnel	Experience of the key staff personnel that will be available to manage the execution of the project.	25	The Bidder shall provide information that covers the level of experience and the positions held of the key staff /personnel (specific to the Contracts Manager and Lift Mechanic Key Personnel Nomination Form shall be fully completed) . CVs shall be set out so that years' experience in this specific role of contracts manager and Lift Mechanic can be determined. Failure to do so will result in no score being allocated.
5	Locality	Locally based service providers from the targeted areas as follows	10	The bidders must submit proof of office establishment as evidence to demonstrate locality. The evidence required should be in the form of a Title Deed in the name of the Bidder, a Valid signed Lease Agreement in the name of the Bidder (the landlord's contact number and e-mail address visible), a Municipal account not older than 3 months in the name of the Bidder, or a Municipal Billing Clearance Certificate in the name of the Bidder. Failure to submit sufficient proof of occupancy will render the bid non-responsive. Please note: CSD, CIPC registration documents, Letterheads, Search engines, Statements, etc. will not be considered as proof of office space.

Table A2: - FUNCTIONALITY SCORING for Contract No CDC/11/26

#	FUNCTIONALITY CRITERIA	EVALUATION INDICATORS				
		NO RESPONSE 0%	POOR 25%	SATISFACTORY 50%	GOOD 75%	EXCELLENT 100%
1	Quality Control System and Procedures which ensure compliance with the standards and specifications required for delivery of the project	Failed to provide information	Documented Quality Management System is available, however, is of poor quality	Documented system/Quality Management Plan is provided, and proof supplied that the system is implemented.	Documented system/Quality Management Plan is provided, and proof supplied that the system is implemented and audited. (Audit in this instance may include internal and external auditors)	An Accredited Quality Management System is provided AND, proof that it is implemented and that it is ISO9001:2015 compliant, AND proof supplied that the system is implemented. Note: Only ISO 9001:2015 certificates that include at least "building construction" in the scope of the certificate will be considered. Note: Proof of implementation may be forms/ reports used on a previous project..
2	The Bidder needs to submit a complete Technical Proposal, repairs and renovations, design principles and construction method to be adopted in	Failed to provide information	Very scanty on the approach to be adopted in implementing the project and	States the approach to be adopted in implementing the project but	State clearly stating the approach to be adopted in implementing the project but includes	Complete, clearly stating the technical proposal to be adopted, and includes all the 5

<p>implementing the Project. They should include Sections/Annexures covering Quality Management Plan, Risk Management Plan, SHE Management Plan, Labour Management, Plan, and Plan for Safety & Security Measures. The Bidders are to indicate the approach methodology detailing the execution of the project. The methodology is to refer to the Employer's Requirements and SHEQ compliance in all respects. This must also include contingency planning and management. The methodology must also outline the procedure to be followed when managing the contract.</p>		<p>includes up to 2 of the 5 required Management Plans.</p>	<p>includes only 3 of the 5 required Management Plans.</p>	<p>only 4 of the 5 required Management Plans.</p>	<p>required Management Plans.</p>
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3		Contracts Manager	Failed to provide information	NQF 5 Higher Certificate in Mechanical or Electrical fields.	NQF 6 Diploma in Mechanical or Electrical fields.	NQF level 7 in Mechanical or Electrical fields	NQF 8 (or higher) Mechanical or Electrical fields.
4	Completeness, Experience and Skills Level of the Project Team	Contracts Manager	Failed to provide information	Less than five years as a Contracts Manager	More than 5 years up to 8 years as a Contracts Manager	More than 8 but less than 15 years as a Contracts Manager	15 years or more as a Contracts Manager
		Lift Mechanics		Less than five years' experience as a qualified Lift Mechanic	More than 5 years up to 8 years' experience as a qualified Lift Mechanic	More than 8 years up to 10 years' experience as a qualified Lift Mechanic	More than 10 years' experience as a qualified Lift Mechanic
5	Local Presence: Office Location for Main Contractor – The Bidders must submit proof		Failed to provide information	Outside Borders of South Africa	Outside of the Free State Province	The bidder is based within the Free State Province	The bidder is based in Bloemfontein

A maximum of 100 Evaluation points will be awarded with respect to functionality scoring

A Minimum of 60 points of the total number of points will be required to be considered further.

- Key Personnel will be expected to be available for site and other meetings (coordination and technical meetings) as the exigencies of this project require
- Should it be necessary to replace or supplement any of the key personnel listed during this contract, they may only be replaced by individuals with similar or better qualifications and experience, who satisfy the minimum requirement and only on approval by the Employer.



3.3. Stage 3: Quantitative Assessment

Price and Specific goals scoring will be applicable at the time of allocating work according to the Preferential Procurement Policy Framework Act No. 5 of 2000 and the Preferential Procurement Regulations of 2022.

Area of Adjudication	Maximum Points
Tendered Price (S_p)	80.00
Specific Goals (BBBEE level scoring)	20.00
Total Points (S)	100.00

The formula to be used is as follows;

$$P_s = 80 \left[1 - \frac{P_t - P_{min}}{P_{min}} \right]$$

Where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of minimum acceptable tender or offer.

3.4. Stage 4: Qualitative Assessment

The Qualitative Assessment will be conducted on all the responsive bids that pass through all the three previous stages. The main thrust of this assessment would not be to second-guess the bidder but to address the question around potential capacity and commercial risks. The performance reports of bidders who have previous exposure with CDC will also be considered during this stage and those bidders with negative performance reports will not be recommended.

4 TERMS & CONDITIONS

Failure to adhere to the conditions stated hereinunder or to provide evidence where specified, will render the submission non-responsive and the submission will be declared null and void and will not be considered further.

- (a) The Main Contractor must be registered with the Construction Industry Development Board (CIDB) and must have an active CIDB Grade of **6SI or higher**. Potential Bidders with CIDB Grade **5SI PE** are not eligible to bid. CIDB JV Calculator will be used for JV's/Consortiums. The CDC will verify the active grading through CIDB website.
- (b) Bidders must ensure that their CIDB registration is valid and active, or that they are capable of being registered for the required grading and class of works from the bid closing date up to and including the date of award of the contract. CDC reserves the right to verify the bidder's CIDB registration status on the CIDB website at any stage during the evaluation and adjudication process. Where a bidder is not registered with the CIDB at the bid closing date but claims to be capable of being registered, the bidder must submit, as part of its bid, proof of application for CIDB registration. Failure to maintain an active and valid CIDB registration, or to successfully obtain such registration prior to award where the bidder was only capable of being registered at closing, will result in disqualification or rejection of the bid.
- (c) Entities who intend submitting a bid as a Joint Venture must ensure that their combined grading meets the required CIDB Grading
- (d) Bidders are required to have a valid and current CIDB registration on the date of closing and required to maintain this registration throughout the Tender Evaluation period. Failure to do so will invalidate the tender.
- (e) The CDC's Procurement Policy & Procedures shall apply.
- (f) The following legislation shall apply:
 - (xiii) Public Finance Management Act (PFMA),
 - (xiv) Preferential Procurement Policy Framework Act, 2000,
 - (xv) The Preferential Procurement Regulations 2022,
 - (xvi) National Treasury Regulations
 - (xvii) National Archives and Record Service of South Africa Act 43 of 1996
 - (xviii) The CIDB Act 38 of 2000

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- (xix) Occupational Health and Safety Act and Regulations, Act (85 of 1993),
 - (xx) Compensation for Occupational injuries and disease Act (130 of 1993),
 - (xxi) NEMA National Environmental Management Act (107 of 1998)
 - (xxii) BBEE Act Number 53 of 2003 (as amended by Act number 46 of 2013),
 - (xxiii) Disaster Management Act 57 of 2002
 - (xxiv) Any other applicable legislation. Act, Regulation, and our Guidelines related to Lift, Escalator and Passenger, Conveyor
- (g) The 80/20 preference point system, as per the Preferential Procurement Policy Framework Act 2000 will apply. The allocation of points will apply as follows:
- (iii) Price 80,
 - (iv) Specific Goals 20.
- (h) As per amended construction codes, companies with less than 51% black shareholding (QSEs & Generics) are to submit a valid SANAS Accredited B-BBEE Verification Certificate (with the full applicable B-BBEE elements). QSE with at least 51% or 100% black shareholding and EMEs with an annual turnover of above R3 million are required to submit a B-BBEE verification certificate from a SANAS accredited verification agency as they have to comply with the 40% sub-minimum requirement on the QSE Skills Scorecard to avoid being discounted a level. EMEs with a turnover of less than R3 million are exempt from complying with the subminimum requirement and may submit an affidavit or a certificate issued by CIPC, confirming their ownership and annual turnover. In case of a JV, a consolidated B-BBEE certificate must be submitted as well as individual B-BBEE Certificates/affidavit of their entities to confirm the type of enterprise.
- (i) Bidders and all Consortium/Joint Venture (JV) members, if any, must confirm their company registration with Companies and Intellectual Property Commission (CIPC) (formerly CIPRO) as CDC will not award any bid to any business that appears on the CIPC List of de-registered businesses. The CDC may verify company registration with CIPC through Biz-Portal.
- (j) CDC will only award the tender to a bidder who is tax compliant. The tax compliance status of the bidders will be verified through CSD and SARS website. The prospective Bidders must ensure that they are Tax Compliant throughout the validity period of the bid.
- (k) Bidders must be VAT registered and bids must be submitted VAT inclusive. Non-VAT vendors who submit bids for contracts that would, if successful, take their annual turnover above the threshold of R 1 million are obliged to include VAT in the prices quoted and must therefore

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- immediately upon award of the contract register with the South African Revenue Services (SARS) as VAT vendors. The award of contract would be conditional pending the successful Bidder submitting proof of registration as a VAT vendor with SARS. All Bidders must be Value Added Tax (VAT) Vendors and the Form of Offer must include VAT.
- (l) Bidders (all the members in the Bidding Team in the case of Consortia or Joint Ventures) must provide proof of registration on the National Treasury's Central Supplier Database (CSD) or provide a Treasury CSD registration number e.g. MAAA0.
- (m) Public servants are prohibited from conducting any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be carried out by the CDC and Bidders will be disqualified should they be found to be in contravention with this requirement.
- (n) In-case of Joint Venture (JV) / Consortium should have delegated authority to sign:
- (viii) The Tender Submissions.
 - (ix) Any correspondence with the CDC during the bidding process.
 - (x) The Agreement to be entered into with the Successful Bidder; and
 - (xi) Any correspondence during the Contract Execution Phase.
 - (xii) Would be conferred the authority to be the duly Authorised Signatory as would be provided in the Certificate of Authority of Signatory that should be included in the Tender Document.
 - (xiii) Will be the sole point of contact between the CDC and the Bidder during this bidding process, and during contract execution (i.e. for the Successful Bidder).
 - (xiv) Would be required to review and sign off all the deliverables to the CDC during the execution of the contract, confirming their quality and professional soundness
- (o) In case of JVs/Consortia, the Bidder must include an Intent to Enter into a JV/Consortium Agreement. The actual copy of a complete and fully signed JV/Consortium Agreement would be required from the successful Bidder upon completion of the procurement process;
- (p) Bidders must complete and sign the POPI Act consent form. In case of Joint Venture/ Consortium, a separate form in respect of each party to the JV must be completed
- (q) Any misrepresentation of information will lead to immediate disqualification of the Bidder's Submission. It is imperative that the duly authorised person conducts quality control on all the documentation to be submitted to the CDC as part of this Tender Document and signs the submission as a correct and sound documentation that the CDC could put its reliance on

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- (r) Successful Bidder will be required to comply with the Occupational Health and Safety Act and Regulations Act (85 of 1993) and Compensation for Occupational injuries and disease Act, Act (130 of 1993), National Environmental Management Act, Act (107 of 1998) and Disaster Management Act (57 of 2002) and all relevant and applicable legislations. Upon appointment of the successful Bidder will be required to develop Occupational Health, Safety and Environmental Management Systems to comply with the project specification, SANS Norms and Standards. CDC Sustainability Business Unit will manage and monitor compliance and implementation of Occupation Health and Safety, Environmental and Quality requirements for the duration of the contract.
 - (s) Upon award the successful Bidder will be required to appoint a Part-Time Construction Health and Safety Officer or Construction Health and Safety Manager (CHSO/CHSM) actively registered with SACPCMP. No candidate registration will be accepted. The CHSO/CHSM must have a proven record of **02 years or more**. The CHSO/CHSM will take full responsibility of managing and supervising safety, health and environment on an ad-hoc basis throughout the duration of the contract.
 - (t) In case of a JV award, the entity will be expected to provide valid proof of registration with Compensation Fund or approved Licensed Insurer specified as the J/V entity for a specific duration”
 - (u) The performance of the Bidders on projects they have been awarded (past and current projects) shall be reviewed and evaluated on an on-going basis by the CDC Project Manager. Poor performance on awarded projects may result in a Bidder not being awarded future projects by the CDC as per the CDC Service Provider Performance Management System (SPPMS);
 - (v) CDC will not award more than **two** active projects to one bidder, unless one project has reached 80% completion stage and beyond. Capacity assessment may be conducted in an event that the recommended bidder is the only responsive service provider and has already been awarded two contracts.
 - (w) The CDC reserves the right, in its sole discretion, to reject any bid where it appears to the employer that the bidder does not comply with any of the requirements set out above. If the CDC does not accept any submission, it will declare this tender process to be closed and may then elect to negotiate with any party, or to proceed on a completely different basis, or not to proceed with the services

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- (x) Should the Department of Public Works & Infrastructure (DPWI) be unable to avail funds for this project during the planned project life cycle, due to unforeseen circumstances, the CDC reserves a right to suspend, withdraw and or terminate the agreement
 - (y) No telephonic or any other form of communication with any other CDC member of staff, other than the named individual below, relating to this request for bid will be permitted. All enquiries regarding this bid must be in writing only, and must be directed to: **Ms. Zine Mtanda, Unit Head: Supply Chain Management**; e-mail address: NDPWTenders@coega.co.za
 - (z) The tender validity period shall be twelve **(16) weeks**.
 - (aa) It is incumbent upon and the responsibility of the Prospective Bidders to submit their full and correct contact details when they download the Bid Document to enable any communication that the CDC might need to issue to all the Prospective Bidders during the bidding process to be realized. The CDC will not be accountable for any such omission or failure by the Prospective Bidders.

5 DISQUALIFICATION

Bidders will be disqualified immediately during the tendering stage or during the tender evaluation and adjudication stage or after the contract has been awarded if they are found to have conducted or committed any of the following:

- (a) Bidders, bidder's representatives, associates, or shareholders that sought to influence adjudication process of this tender, or outcomes of the adjudication process, directly or indirectly.
- (b) Bidder that failed to follow or observe the lines of communication that are prescribed in the Advert.
- (c) Collusion among bidders.
- (d) Misrepresentation of information.
- (e) Any Bidder or its principals or both who have engaged in corrupt and fraudulent practices, not only with the CDC but anywhere else.
- (f) Bidders who have pending liquidation, in receivership, bankrupt/insolvent (actually and commercially).
- (g) Bidder or discipline partner appearing on National Treasury blacklist, and
- (h) Bidders who have poor or negative performance reports on previous projects.

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- (i) Public servants are prohibited from doing any form of business with organs of state, whether in their own capacity as individuals or through companies in which they are directors. Verification will be carried out and Bidders will be disqualified should they be found to be in contravention with the regulations.

6 ANNEXURES

- (a) ANNEXURE A: INVITATION TO BID (SBD 1)**
- (b) ANNEXURE B: BIDDER'S DISCLOSURE (SBD 4)**
- (c) ANNEXURE C: PRICING SCHEDULE**
- (d) ANNEXURE D: FORM OF OFFER**
- (e) ANNEXURE E: AUTHORITY FOR SIGNATORY**
- (f) ANNEXURE F: NOMINATED LEAD SERVICE PROVIDERS & KEY PERSONNEL**
- (g) ANNEXURE G: POPIA CONSENT FORM**
- (h) ANNEXURE H: FORM 6.1. (Preference point claim)**
- (i) ANNEXURE I: PROOF OF CIDB REGISTRATION**
- (j) ANNEXURE J: BBBEE Certification or affidavit**
- (k) ANNEXURE K: JV RESOLUTION**
- (l) ANNEXURE L: OCCUPATIONAL HEALTH AND SAFETY ACT SPECIFICATION**
- (m) ANNEXURE M: EPWP SPECIFICATION**
- (n) ANNEXURE N: SCHEDULE OF WORK CARRIED OUT BY THE TENDERER**
- (o) ANNEXURE O: DRAFT SLA**
- (p) ANNEXURE P: RECORD OF ADDENDA**

ANNEXURE A

INVITATION TO BID (SBD 1)

PART A

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (COEGA DEVELOPMENT CORPORATION)					
BID NUMBER:	CDC/11/26	CLOSING DATE:	18 May 2026	CLOSING TIME:	12:00
DESCRIPTION	MAINTENANCE REPAIRS AND REFURBISHMENT OF VARIOUS LIFTS AT BLOEMFONTEIN AND SURROUNDING AREAS – WCS 053295				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Coega Development Corporation (Pty) Ltd					
107 Lunon Road					
Lynwood, Tshwane					
0083					
BIDDING PROCEDURE ENQUIRIES MAY BE			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	ZINE MTANDA		CONTACT PERSON	ZINE MTANDA	
TELEPHONE NUMBER	N/A		TELEPHONE NUMBER	N/A	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	NDPWTenders@coega.co		E-MAIL ADDRESS	NDPWTenders@coega.co	
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]		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX]	
	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
	Yes	No		Yes	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]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/>	YES	<input type="checkbox"/>	NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/>	YES	<input type="checkbox"/>	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 SBD1

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE 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 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.

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

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

DATE:.....

**ANNEXURE B
 SBD 4 BIDDER'S DISCLOSURE**

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ 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

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

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 consortium² 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

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

the contract.

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

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

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

ANNEXURE C

FINANCIAL PROPOSAL (FOR MAINTENANCE REPAIRS AND REFURBISHMENT OF VARIOUS LIFTS IN BLOEMFONTEIN AND SURROUNDING AREAS FOR A PERIOD)

Item No	Description	Unit	Qty	Rate	Amount
A1	Fixed P&G (Establishment & asset verification)	Sum	1		
A2	Helpdesk establishment	Month	30		
A3	Monthly contract meetings	Month	30		
A4	Contract administration & reporting	Month	30		
	Sub-Total (A)				

NB:

- (i) **A1** includes verification of all the lifts and putting together a list and submit within one month of appointment.
- (ii) **A2**, the help desk is required to be accessible 24hrs a day throughout the duration of the contract.
- (iii) **A3**, contract meetings will be both physically and virtually depending on client request.
- (iv) **A4**, rate includes any contract administration activities, monthly and any ad hoc reporting that might be required by the client.

Part B: Rates (monthly) include Labour and Material (excl. VAT)													
Item No.	Unit Type	Location + Building Name	Stops/Floors	Unit	Year 1			Year 2			Year 3		
					Qty	Rate	Amount	Qty	Rate	Amount	Qty	Rate	Amount
1	Sigma	Bloemfontein Deed Office (CGO) Lift 1	4	month	12			12			6		
2	Sigma	Bloemfontein Deed Office (CGO) Lift 2	4	month	12			12			6		
3	Unknown	Bloemfontein Deeds Office (CGO) Dumbwaiter 1	4	month	12			12			6		
4	Sigma	Bloemfontein SARS Office (CGO) Lift 3	4	month	12			12			6		
5	Unknown	Bloemfontein SARS Office (CGO)	4	month	12			12			6		

		Dumbwaiter 2											
6	Otis	Bloemfontein Magistrate Court	4	month	12			12			6		
7	Sigma	Bloemfontein SAPS HQ Lift 1	6	month	12			12			6		
8	Sigma	Bloemfontein SAPS HQ Lift 2	6	month	12			12			6		
9	Otis	Bloemfontein SAPS Kavalier	8	month	12			12			6		
10	Otis GeN2 MOD	Bloemfontein SAPS Morewag Lift 1	9	month	12			12			6		
11	Otis GeN2 MOD	Bloemfontein SAPS Morewag Lift 2	9	month	12			12			6		
12	Otis GeN2	Bloemfontein High Court Lift 1	4	month	12			12			6		

	MOD												
13	Schindler	Bloemfontein High Court Lift 2	4	month	12			12			6		
14	Schindler	Bloemfontein National Museum	2	month	12			12			6		
15	Kone Unit	Bloemfontein Park Road SAPS	2	month	12			12			6		
16	Kone Unit	Bloemfontein Sandf 3 Mill Hospital Lift 1 - Theatre Lift	4	month	12			12			6		
17	Kone Unit	Bloemfontein Sandf 3 Mill Hospital Lift 2	4	month	12			12			6		
18	Kone Unit	Bloemfontein Sandf 3 Mill Hospital Lift 3	4	month	12			12			6		

19	Kone Unit	Bloemfontein DPWI Lift 1	7	month	12			12			6		
20	Kone Unit	Bloemfontein DPWI Lift 2	7	month	12			12			6		
21	Kone Unit	Bloemfontein DPWI Lift 3	7	month	12			12			6		
22	Kone Unit	Bloemfontein DPWI Lift 4	4	month	12			12			6		
23	Kone Unit	Bloemfontein DPWI Lift 5	4	month	12			12			6		
24	Schindler	Bloemfontein Supreme Court of Appeal	3	month	12			12			6		
25	Unknown	Bloemfontein War Museum Chair Lift 1	2	month	12			12			6		
26	Unknown	Bloemfontein War Museum Lift 2	4	month	12			12			6		

27	Unknown	Bloemfontein War Museum Lift 3 Platform Hoist Disable	1,5	month	12			12			6		
28	Otis	Bloemfontein Heidedal SAPS	3	month	12			12			6		
29	Otis	Bloemfontein Oliewen House Museum Lift 1	2	month	12			12			6		
30	Otis	Bloemfontein Oliewen House Museum Lift 2	2	month	12			12			6		
31	Unknown	Bloemfontein High Court Chairlift 3 Chair Lift	2	month	12			12			6		
32	Unknown	Bloemfontein High Court Chairlift 4 Chair Lift	2	month	12			12			6		

33	Otis GeN2 MOD	Bethlehem SAP HQ Lift 1	4	month	12			12			6		
34	Otis GeN2 MOD	Bethlehem SAP HQ Lift 2	4	month	12			12			6		
35	Vimec	Qwa-Qwa Phuthaditjhaba Magistrate Court Disability Lift	2	month	12			12			6		
36	Schindler	Qwa- Qwa/Phuthaditjhaba Home Affairs	3	month	12			12			6		
37	Otis	Harrismith magistrate court	2	month	12			12			6		
38	Otis	Welkom SAPS HQ Flats Lifts 1	5	month	12			12			6		
39	Otis	Welkom SAPS HQ Flats Lifts 2	5	month	12			12			6		

40	Kone Unit	Welkom SAPS Detective Branch	3	month	12			12			6		
41	Kone Unit	Welkom Thabong SAPS Charge Office Lift 1	2	month	12			12			6		
42	Kone Unit	Welkom Thabong SAPS Support Office Lift 2	3	month	12			12			6		
43	Gen2	Welkom Magistrate Court Lift 1	3	month	12			12			6		
44	Sigma	Welkom Magistrate Court Lift 2	3	month	12			12			6		
45	Kone Unit	Kroonstad SAPS	2	month	12			12			6		
46	Vimec	Kroonstad Magistrate Court Scissor Platform	1	month	12			12			6		

47	Vimec	Virginia Magistrate Court Disability Lift	2	month	12			12			6		
48	Kone Unit	Sasolburg Zamdela SAPS	2	month	12			12			6		
49	Orona	Ficksburg SAPS Boarder Post	2	month	12			12			6		
50	Unknown	Clocolan SAPS Disability Lift	2	month	12			12			6		
51	Vimec	Smithfield Magistrate Court Scissor Platform	1	month	12			12			6		
52	Unknown	Springfontein SAPS	2	month	12			12			6		
53	Unknown	Odendaalsrus SAPS X 2 Lift Units	2X2	month	12			12			6		
Sub-Total (B)													

NB:

- (i) Rates to include labour, materials and travelling to site for the monthly services.
- (ii) Bidders to include escalation on their rates

Item No	Description	Unit	Qty	Rate	Amount
C1	Annual Load Test	No	53		
C2	AIA Inspection	No	53		
C3	Certificate of Compliance	No	53		
Sub-Total (C)					

Item No	Description	Unit	Prov. Qty	Rate	Amount
D1	Normal Hours Call-Out	Each	100		
D2	After Hours Call-Out	Each	50		
D3	Entrapment Response	Each	30		
Sub-Total (D)					

Item No	Description	Unit	Rate
E1	Artisan – Normal Time	Hour	
E2	Artisan – After Hours	Hour	
E3	Assistant	Hour	
E4	Specialist Technician	Hour	

Item No	Description	Unit	Qty	Rate	Amount
F	Budgetary Allowance				
F1	Allow an amount of R 500 000.00 (five hundred thousand rands only.) for items that will be instructed by the client as and when required.	item	1	500 000.00	500 000.00
F2	Profit on item F1	%	500 000.00		
F3	Attendance on item F1	%	500 000.00		
F4	Allow an amount of R 765 850.00 (seven hundred and sixty five thousands and eight hundred and fifty rands	item	1	765 850.00	765 850.00

	only.) for EPWP provisions				
F5	Profit on item F4	%	765 850.00		
F6	Attendance on item F4	%	765 850.00		
	Sub-Total (F)				

Item No	Description	Unit	Qty	Rate	Amount
G	Contractor's obligation in compliance to the Occupation Health and Safety Act and Regulations, Act (85 of 1993) and relevant legislations requirements as well as the Project Specification requirements prepared for this contract				
G1	Development of Safety, Health and Environmental (SHE) File	Sum	1		
G2	Notify the provincial director of the DoEL in the form of Annexure 2 of the construction regulations 2014 within the respective area of the intended construction work. A Contractor shall secure a letter of receipt and	Sum	1		

	acknowledgement or stamped Annexure 2 by the DoEL prior commencement of intended activities and must always be kept in the SHE File.				
G3	Allow for the monthly internal audits conducted by the appointed CHSO/M	Month	30		
G4	Allow for the medical examination (pre, periodic, exit) of all Employees that will be performing services for the duration of the contract	Sum	1		
G5	Allow for the necessary Workman's Compensation Fund or approved Insurer contributions for the duration of the project with and including renewals	Sum	1		
G6	Provide, supply and maintenance for each employee of the SANS approved personal protective	Sum	1		

	equipment & clothing dependent on site- specific risk assessments				
	Sub-Total (G)				

Section	Description	Amount (Excl. VAT)
A	Preliminaries & General	
B	Monthly Services	
C	Statutory Inspections	
D	Breakdown	
E	Labour Rates	Rate Only
F	Provisional Sums	
G	OHS & Compliance	
	TOTAL (Excl. VAT)	
	VAT (15%)	
	TOTAL (Incl. VAT)	

Name of bidder:

Signature:

Name:.....**Date:**.....

(Of the person authorized to sign on behalf of the Bidder)

ANNEXURE D

FORM OF OFFER

1.1. FORM OF OFFER

Contract Description: Contract No.: CDC/11/26 : Request for Proposals: MAINTENANCE REPAIRS AND REFURBISHMENT OF VARIOUS LIFTS AT BLOEMFONTEIN AND SURROUNDING AREAS – WCS 053295.

NAME OF CONTRACTOR: _____

TO: Coega Development Corporation (PTY) Ltd
The CDC Head Office
Corner Alcyon Road & Zibuko Street,
Zone 1, Coega SEZ,
Gqeberha (Port Elizabeth).

1. I / We have examined the Conditions of Contract, Employer's Requirements, Schedules, the Contract Data and Addenda Nos _____ for the above-named Contract and the words and expressions used herein shall have the meanings assigned to them in the Conditions of Contract. We have examined, understood and checked these documents and have ascertained that they contain no errors or other defects. We accordingly offer to decanting, designing, execution, commissioning, Handover, and close-out and remedy any defects therein, in conformity with such documents and our enclosed Tender (including this letter), for the lump sum of:

(currency and amount in figures)

(currency and amount in words)

2. I / We agree to atendere by this Tender until _____ [date] and it shall remain binding upon us and may be accepted at any time before that date. If this offer is accepted, we will provide the specified Performance Security, commence the Works as soon as is reasonably practicable after the

Commencement Date, and complete the Works in accordance with the abovenamed documents within the Time for Completion. We guarantee that the Works will then conform with the Schedule of Performance Guarantees. I / We understand that you are not bound to accept the lowest or any tender you may receive.

SIGNATURE: DATE:

NAME (IN CAPITALS):

CAPACITY:

duly authorised to sign tenders for and on behalf of:

NAME OF TENDERER:

ADDRESS:

.....

.....

NAME AND SIGNATURE OF WITNESSES:

WITNESS 1:

SIGNATURE:

NAME (IN CAPITALS):

WITNESS 2:

SIGNATURE:

NAME (IN CAPITALS):

ANNEXURE E:
AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for Company

I,....., chairperson

of the board of.....,

hereby confirm that by resolution of the board (copy attached) taken on

..... 20....., Mr/Ms

acting in the capacity of....., was authorised to sign all documents in connection with this tender for Contract Number. CDC/11/26 and any contract resulting from it on behalf of the company.

As witnesses:

1.

Chairman:

2.

Date:

B. Certificate for Partnership

We, the undersigned, being the key partners in the business trading as

....., hereby authorise

Mr/Ms,

acting in the capacity of

....., to sign all documents in connection with this tender for

Contract No CDC/11/26 and any contract resulting from it on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

C. Certificate for Joint Venture (Continue)

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise

Mr/Ms, authorised signatory of the company

....., acting in the capacity of lead

partner, to sign all documents in connection with this tender for Contract No CDC/11/26 and any contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

Name of Firm	Address	Authorising Name and Capacity	Authorising Signature

D. Certificate for Sole Proprietor

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

As witnesses:

- 1. Sole Owner:
- 2. Date:

E. Certificate for Close Corporation

We, the undersigned, being the key members in the business trading as

.....
 hereby authorise Mr/Ms

acting in the capacity of....., to sign all to
 sign all documents in connection with this tender for Contract No CDC/11/26 and any contract resulting from it
 on our behalf.

Name	Address	Signature	Date

Note: This certificate is to be completed and signed by all key partners upon whom rests the direction of the affairs of the Partnership as a whole.

ANNEXURE F NOMINATED KEY PERSONNEL

The bidder shall list below the key personnel whom he proposes to employ on the contract should his offer be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities. **Curriculum Vitae of Key Personnel to be attached to this Bid Document.**

DESIGNATION	NAME OF NOMINEE	SUMMARY OF QUALIFICATIONS, EXPERIENCE AND PRESENT OCCUPATION
Competent Lift Mechanic		
Contracts Manager		

SIGNATURE: DATE:
(of person authorised to sign on behalf of the Tenderer)

ANNEXURE G
POPIA CONSENT FORM
PROTECTION OF PERSONAL INFORMATION: CONSENT

The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion.

As part of its business activities, the Coega Development Corporation (CDC) obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the CDC from time to time. The CDC confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

In order to comply with procurement principles, set out in Section 217 of the Constitution and national procurement legislative prescripts, the names of all entities that submitted a bid, the tendered price thereof and the subsequent award will be made public.

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

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

AGREEMENT

1. The CDC and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.

-
- e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
3. Bidder's Obligations:
- a) The Bidder is required to notify the Information Officer of CDC, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the CDC's personal information.
 - b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
 - c) The Bidder shall be required to provide the CDC with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
 - d) The Bidder undertakes to co-operate with any investigation relating to security breach which is carried out by or on behalf of CDC.

On behalf of the Bidder:

..... Signature Date
..... Position Name of the Bidder

On behalf of the Client:

..... Signature Date
..... Position Name of Client Representative

ANNEXURE H

FORM 6.1. (Preference point claim)

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

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 below 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 80/20 preference point system.
- b) The 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 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest 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 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 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 the 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 the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the successful Bidder 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:

ANNEXURE I

PROOF OF CIDB REGISTRATION

The bidder shall affix to this page:

Written proof of registration with the CIDB in the required categories.

The classification of the Joint Venture, where and if applicable, shall be stated with all relevant information required.

Note:

The CDC will confirm active and validity of grading through the CIDB website. Bidders who's status are suspended, de-registered and expired, will be deemed non-responsive.

ANNEXURE J:
BBBEE Certification or affidavit

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)**

(Gazette Vol. 630 No. 41287)

Issued in terms of paragraph 3.6.2.4.1 (B)

I, the undersigned,

Full names and surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a Member / Director / Owner of the following enterprise and am duly authorized to act on its behalf:

Enterprise Name:			
Trading Name (If Applicable):			
Registration Number:			
Physical Address:			
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):			
Nature of Construction Business: <i>Indicate the applicable category with a tick.</i>	BEP (Built Environment Professional)	Contractor	Supplier
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"		
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"		

- I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

- The Enterprise is _____% Black Owned
- The Enterprise is _____% Black Female Owned
- The Enterprise is _____% Owned by Black Designated Group (provide Black Designated Group Breakdown below as per the definition in the table above)
 - o Black Youth % _____%
 - o Black Disabled % _____%
 - o Black Unemployed % _____%
 - o Black People living in Rural areas % _____%
 - o Black Military Veterans % _____%

- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____, **(dd/mm/yyyy)** the annual Total Revenue was less than the applicable amount confirmed **by ticking the applicable box below.**

BEP	R1.8 million	
Contractor	R3.0 million	
Supplier	R3.0 million	

If the turnover exceeds the applicable amount in the table above then this affidavit is no longer applicable and an EME certificate must be obtained from a rating agency accredited by SANAS or when applicable a B-BBEE Verification Professional Regulator appointed by the Minister of Trade and Industry.

- Please Confirm on the below table the B-BBEE Level Contributor, **by ticking the applicable box below.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At least 51% Black Owned	Level Two (125% B-BBEE procurement recognition level)	
At least 30% Black Owned	Level Four (100% B-BBEE procurement recognition level)	
Less than 30% Black Owned	Level Five (80% B-BBEE procurement recognition level)	

- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

ANNEXURE K:
AUTHORITY TO SIGN
Authority of signatory

(a) **Resolution of the board of *Trustees/Directors/Members/Partners**

Notes:

1. *Delete which is not applicable.
2. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the tendering entity.
3. Should the number of trustees/directors/members/partners exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/JV/Consortium Members/Partners of:

.....
 (Legally correct full name and registration number, if applicable, of the tendering entity)

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append a separate page if not enough space)

RESOLVED that:

1. The entity submits a bid to the COEGA DEVELOPMENT CORPORATION in respect of Tender No: **CDC/11/26: BLOEMFONTEIN: MAINTENANCE REPAIRS AND REFURBISHMENT OF VARIOUS LIFTS AT BLOEMFONTEIN AND SURROUNDING AREAS – WCS 053295.**
2. *Mr/Mrs/Ms:

in *his/her capacity as:
 (Position in the entity)

and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender and any and all documentation,

resulting from the award of the tender to the entity mentioned above.

Number of additional pages appended by the tenderer to this Schedule.....(If nil, enter NIL).

(b) **Resolution to enter into Consortium / Joint Venture**

Notes:

1. *Delete which is not applicable
2. A separate copy of this Section 2.2 must be duly completed, signed and submitted for each consortium/joint venture partner.
3. IMPORTANT: This resolution must be signed by ALL the trustees/directors/members/partners of the entity entering into the consortium/joint venture.
4. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.

RESOLUTION by the *Proprietor/Board of *Trustees/Directors/JV/Consortium Members/Partners of:

.....
 (Legally correct full name and registration number, if applicable, of the entity)

Taken at On
 (Place) (Date)

	Name of Proprietor/Trustee/Director/Member/Partner	Capacity	Signature
1			
2			
3			
4			
5			
6			

(Append a separate page if not enough space)

RESOLVED that:

1. The entity submits a bid, in consortium/joint venture with the following entities to the COEGA DEVELOPMENT CORPORATION in respect of Tender No: **CDC/11/26: BLOEMFONTEIN: MAINTENANCE REPAIRS AND REFURBISHMENT OF VARIOUS LIFTS AT BLOEMFONTEIN AND SURROUNDING AREAS – WCS 053295.**

	Full legally correct name of entity/JV Member	Registration No (if applicable)
1		
2		
3		

4		
5		
6		

(Append a separate page if not enough space)

Number of additional pages appended by the tenderer to this Schedule.....(If nil, enter NIL).

(c) **Resolution to bid as Consortium / Joint Venture**

Notes:

1. IMPORTANT: This resolution must be signed by ALL the representatives of the bidding consortium/joint venture.
2. Should the number of representatives exceed the space available below, additional names and signatures must be supplied on a separate page.
3. Enter the entity details and representative details in the same and corresponding numerical sequence into the respective tables below.

2. **RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly tender for Tender No: **CDC/11/26: BLOEMFONTEIN: MAINTENANCE REPAIRS AND REFURBISHMENT OF VARIOUS LIFTS AT BLOEMFONTEIN AND SURROUNDING AREAS – WCS 053295.**

	Full legally correct name of entity /JV Member	Registration No (if applicable)
1		
2		
3		
4		
5		
6		

(Append separate page if not enough space)

Held at On.....
 (Place) (Date)

	Name of authorised representative	Capacity	Signature
1			
2			



3			
4			
5			
6			

(Append separate page if not enough space)

RESOLVED that:

- A. The abovementioned entities submit a bid in consortium/ joint venture to the CDC in respect of the tender mentioned above.
- B. *Mr/Mrs/Ms:
 in *his/her capacity as:
 (Position in the bidding consortium/joint venture)

 and who will sign the tender offer in Section 1 of this Schedule, be, and is hereby authorised, to sign the tender, and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract, and any and all documentation, resulting from the award of the tender to the entities in the consortium/joint venture mentioned above.
- C. The entities constituting the consortium/joint venture, notwithstanding its composition, shall conduct all business under the name and style of:

 (Consortium/Joint Venture name)
- D. The entities to the consortium/joint venture accept joint and several liability with the parties above for the due fulfillment of the obligations of the consortium/joint venture deriving from, and in any way connected with, the contract to be entered into with the CDC in respect of the tender mentioned above.
- E. Any of the entities to the consortium/joint venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the CDC 30 days written notice of such intention. Notwithstanding such decision to terminate, the entities shall remain jointly and severally liable to the CDC for the due fulfillment of the obligations of the consortium/joint venture as mentioned under item D above.
- F. No entity to the consortium/joint venture shall, without the prior written consent of the other entities to the consortium and of the CDC, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the contract with the CDC referred to herein.
- G. The entities choose as domicilium citandi et executandi of the consortium/joint venture for all purposes arising from the consortium/joint venture agreement and the contract with the CDC in respect of the tender mentioned above, the physical address and contact details as furnished on the first page of this Schedule.

Number of additional pages appended by the tenderer to this Schedule.....(If nil, enter NIL).

ANNEXURE L:
OCCUPATIONAL HEALTH AD SAFETY ACT
SPECIFICATION



Specification:

**HEALTH AND SAFETY SPECIFICATION
FOR THE NDPWI PROJECTS IN
VARIOUS PROVINCES ACROSS THE
COUNTRY**

Specification №
CDC-SBU-SPEC-106-24

Classification: Public

11 July 2024



DOCUMENT INFORMATION SHEET

Title of Document : *Project Health and Safety Specification*
Type of Document : *Occupational Health and Safety Site Specification
for NDPWI projects for various Provinces across
the Country*

Document Number : *CDC-SBU-SPC-106-24*
Prepared by : *Siseko Gwavu*
Typed by : *Siseko Gwavu*
Business Unit : *SBU*
Prepared for : *Bidders*
Date of Issue : *11 July 2024*

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DOCUMENT CONTROL SHEET

The purpose of this form is to ensure that documents are reviewed and approved prior to issue. The form is to be bound into the front of all documents released by the Coega.

PROJECT NAME : *Project Occupational Health & Safety Site Specification: For the NDPWI projects for various Provinces across the Country*

DOCUMENT TITLE : *Project Health and Safety Specification*

DOCUMENT No. : *CDC-SBU-SPEC-106-24*

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Procedure for Control of Documented Information.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 11 July 2024	Name: Siseko Gwavu	Name: Siyabulela Mabi	Name: Simphiwe Silwana
	Signature: <small>Digitally Signed by: Siseko Gwavu SHE Programme Manager 7c54b8f6-e79c-49c9-b0fa-92fb296ce62 IP Address: 10.0.30.81 Date: 2024/07/22 1:52:48 PM</small>	Signature: <small>Digitally Signed by: Siyabulela Mabi d0872682-5106-4ae5-8c5e-6fa0a6bc7652 2024/07/22 5:39:51 P</small>	Signature: <small>Digitally Signed by: Simphiwe Silwana Sustainability Manager: HSE & Social Impact 4b4c3186-b4f3-4805-8512-de16421e38bc IP Address: 10.0.56.29 Date: 2024/07/23 7:47:53 AM</small>

Distribution:	<i>Coega Development Corporation</i>
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REVISION CHART

REVISION 1	Name:	Name:	Name:
Date:	Signature:	Signature:	Signature:

This document, and the information or advice which it contains, is provided by the Centre of Excellence Business Unit solely for the use by the Board of Directors of the Coega Development Corporation (Pty) Ltd and Coega and for reliance by its Executive Management and the Board in performance of that Business Unit's duties.

HEALTH AND SAFETY SPECIFICATION

(Specification)

TABLE OF CONTENTS

- 1. INTRODUCTION AND BACKGROUND**
 - 1.1 BACKGROUND TO THE OCCUPATIONAL H&S SPECIFICATION**
 - 1.2 PURPOSE OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**
 - 1.3 IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION (OHSS)**

- 2. OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION**
 - 2.1 SCOPE OF WORKS**
 - 2.2 INTERPRETATION**
 - 2.3 DEFINITIONS**
 - 2.4 GENERAL HEALTH AND SAFETY PROVISIONS**
 - 2.5 OCCUPATIONAL SAFETY**
 - 2.6 PLANT AND MACHINERY**
 - 2.7 OCCUPATIONAL HEALTH**
 - 2.8 PANDEMIC/ENDEMIC DISEASES E.G. COVID-19**
 - 2.9 PENALTIES**
 - 2.10 CLOSE - OUT REQUIREMENTS**

1 INTRODUCTION AND BACKGROUND

1.1 BACKGROUND TO THE OCCUPATIONAL H&S SPECIFICATION

Historically, the Building or Construction Industry has had poor health and safety record. Due to the complex and potentially dangerous operations being undertaken, there is a high risk of incidents and injuries. In many instances poor adherence to the Occupational Health and Safety Act and Regulations, (OHS Act), Act (85 of 1993) has resulted in severe consequences for Health and Safety performance. The Coega Development Corporation (CDC) is determined that the highest health and safety standards are implemented and full commitment from all parties to achieving best practices recognised internationally.

To achieve this goal the CDC has prepared and published a Project-Specific Occupational Health and Safety Specification for the **National Department of Public Works Infrastructure projects in various Provinces across the Country (EC, FS, NC,NW, WP, GP, MP)**. The OHSS sets out guidelines and minimum levels of awareness and guidance for health and safety requirements for the specific project. Management, supervision, and contractual responsibility for adhering to these requirements rests with Client/Consultants and Contractor/s. All employees are encouraged to be pro-active in compliance. The CDC is committed in ensuring the highest health and safety norms and standards for all work undertaken during planning, production, and closeout stages.

1.2 PURPOSE OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

The purpose of the OHSS is to assist the Consultants/Contractors in achieving compliance with the OHS Act and Regulations and all relevant Legislations revolving the Contractor's scope of works and to reduce potential injuries in the workplace environment. The OHSS is a performance measurement to ensure all stakeholders such as the Client, Consultants, Contractors achieve an acceptable level of OHS performance.

Therefore, the Consultants/Contractors are at all times required to and will remain responsible to address all requirements of the OHS Act and Regulations and all relevant Legislations, norms and standards in the project health and safety plan and implementation thereof. The OHSS is a performance specification to ensure that the CDC and any bodies that enter into formal agreements with the CDC such as Consultants, Contractors achieve an acceptable level of OHS performance.

No advice of any document required by the OHSS for an example hazard identification and risk assessment, health and safety plan or any other form of communication from the CDC shall be interpreted as an acceptance by the CDC of any obligation that absolves the Consultants/Contractors from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the CDC which may result from the Consultants/Contractors failing to comply with the OHSS unless the CDC has issued an instruction to any requirement, i.e. the Consultants/Contractors remain responsible for achieving the required performance levels.

1.3 IMPLEMENTATION OF THE OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION (OHSS)

This OHSS forms an integral part of the Contract, and Consultants/Contractors are required to make it an integral part of their Contracts with Consultants/Contractors and Suppliers. It will be disseminated by the CDC responsible person for the duration of the intended construction works.

The Consultants/Contractors shall sign a CDC acknowledgement in Annexure A that he /she has familiarised him / herself with the content of the OHSS and he / she shall comply with all his / her obligations in respect thereof. The successful Consultants/Contractors will be required to compile a project Health & Safety and Environmental File based on the requirements of the OHS Act and Regulations and relevant Legislations, which will need to be approved by the appointed CDC SHE Project Manager prior commencement with construction work.

2 OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE OF WORKS

The intended scope of works is entailed in the RFP document, mainly focusing on the intended construction work in the various Provinces across the Country. The works order entails maintenance, refurbishment, repairs, upgrades, renovations, rehabilitation of existing state assets i.e. infrastructure services and top structures. The scope will include the following activities but not limited to –

Site Area

- Site Establishment inclusive of separating construction area with the operations of the activities
- Loading and Offloading
- Control of access to public and staff on site
- Security
- Access to services and protection thereof
- Decanting

Excavation Works

- Protection of species i.e. flora, fauna and heritage resources
- Site clearance
- Digging of trenches
- Backfilling of trenches

Building Works

- Demolition/dismantling of some existing structures
- Brick and plastering work
- Glazing
- Joinery
- Working on heights
- Electrical installation
- Mechanical installation
- Article/substances Installations

Plants/Equipment

- Use of concrete mixer
- Use of plant equipment
- Use of hand and explosive tools
- Use of lifting equipment
- Use of scaffolding/suspended platforms
- Use of construction vehicles (Inclusive of bakkies)

Environment

- Management and handling of different waste categories
- Use of construction water and portable water
- Working during inclement weather
- All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, windspeed, vibration and ergonomic hazards.
- Landscaping and rehabilitation of disturbed areas

2.2 INTERPRETATION

The OHSS contains clauses that are generally applicable to construction works and impose pro-active controls associated with activities that impact on human health and safety as it relates to plant and machinery. Compliance to the requirements of the OHS Act is in addition to the requirements of the OHSS and is part of the Consultants or Contractors responsibility. The CDC will monitor that the Consultants/Contractors comply with the requirements of the OHS Act and will not prescribe to the Consultants/Contractors how such compliance is achieved.

2.3 DEFINITIONS

For the OHSS the definitions, acronyms given hereunder shall apply:

2.3.1 Construction Work (as defined in the Construction Regulations 2014)

means any work in connection with –

- a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or an addition to a building or any similar structure; or
- b) The construction, erection, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.

2.3.2 Hazard Identification and Risk Assessment and Risk Control -

Means a documented plan, which identifies hazards, assesses the risks and detailing.

2.3.3 Site-

Means the area in the possession of the Principal Contractor for the intended construction of the works. Where there is no demarcated boundary it will include all adjacent areas, which are reasonably required for the activities for the Principal Contractor and approved for such use by the Engineer.

2.3.4 The OHS Act

Means, unless the context indicates otherwise, the Occupational Health and Safety Act and Regulations, Act (85 of 1993) promulgated there under.

2.3.5 CDC

Coega Development Corporation (Pty) Ltd.

2.3.6 NDPWI

National Department of Public Works Infrastructure

2.3.7 Hazard

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

2.3.8 Risk

Means a source of or the probability or likelihood that a hazard can result in injury or damage.

2.3.9 Principal Contractor's Responsible Person (Construction Manager) -definition from the Act

Means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site.

2.3.10 Employer's Personnel

As defined in the relevant contract Documents.

2.3.11 OHSS

Occupational Health and Safety Specification

2.3.12SHE

Safety, Health and Environment

2.3.13DoEL

Department of Employment and Labour

2.4 GENERAL HEALTH AND SAFETY PROVISIONS

2.4.1 Application of Construction Work Permit / Notification of Intention to Commence
Construction Work

The Client or Implementing Agent shall apply for the construction work permit (CWP) to the Provincial Director of the DoEL in the form of Annexure 1 of CR 2014 as regulated by the CR 3 within 30 days before the construction work commences. Application shall be submitted to the **Provincial Office** where the project will be implemented. A copy of the signed and completed application form is to be included in the SHE File with proof of submission and construction work permit certificate issued by the DoEL.

For the purposes of the construction work permit process the appointed Construction Health and Safety Agent in consultation with the Client/ Implementing Agent shall prepare permit SHE File with required documentation but not limited to the construction work guidelines and submit to the Client/Implementing Agent for approval before submitting to the DoEL. Once the CWP has been granted, a copy of certificate will be issued to the Principal Contractor, and such certificate shall always be kept on site.

The Principal Contractor shall ensure that the **permit number** is conspicuously displayed at the site entrance. NB: No construction work may commence without a **valid construction work permit** issued by DoEL and shall not be transferrable to other sites.

The Chief Inspector of DoEL granted a temporary exemption on the 26th July 2018, contemplated in (b) in terms of section 40 of the OHSA Act. read as follows –

a client who intends to have construction work carried out, must at least 30 days before that work is to be carried out apply to the Provincial Director in writing for a construction work permit to perform construction work if the intended construction work starts from the 07th August 2018 and will –

1. exceeds 365 days and will involve more than 3600 person days of construction works,

2. the tender value limit is grade 7, 8, or 9 of the Construction Industry Development Board (CIDB) grading.
3. All intended construction works above R60 Million Rand threshold.

The Principal Contractor shall notify the Department of Employment and Labour (DoEL), in the form of Annexure 2 of Construction Regulations 2014 (CR 2014) as regulated by the CR 4 within 7 days before the construction work commences. Notification shall be submitted to the nearest **Labour Centre** before intended construction work commences. A copy of the signed and completed notification form is to be included in the SHE File with proof of submission and acknowledgement in the form of certificate or stamp issued by the DoE, such certificate shall always be kept on site.

According to the Construction Regulations 2014 Clause 4, the regulations require “a contractor who intends to carried out any construction work other than work contemplated in regulation 3(1), must at least 07 days before that work is to be carried out notify to the Provincial Director of DoEL in writing in a form similar to Annexure 2 if the intended construction work will –

- Include excavation work;
- Include working at heights where there is risk of falling;
- Include demolition of a structure; or
- Include the us of explosives to perform construction work
- All intended construction works below R60 Million Rand threshold all inclusive

2.4.2 Assignment of Principal Contractor’s Construction Manager and, Construction Health and Safety Officer (CM/CHSO) to Manage and Supervise Health and Safety on site.

The Principal Contractor shall submit supervisory appointments as well as any relevant appointments in writing (as stipulated by the OHS Act), prior to commencement of work. The Principal Contractor shall submit CV’s of the CM/CHSO for approval by the CDC prior the commencement of work on site. Proof of competency is to be included with all appointments, in the form of C.V. and Certificates.

The Principal Contractor shall appoint a competent **Full-Time Construction Health and Safety Officer/Manager (CHSO/M) registered with SACPCMP** who has the necessary of years of practical experience in the type of construction work associated with the construction project and shall be responsible for overseeing overall compliance of H&S matters on site. The successful Bidder (Principal Contractor/s) will be required to provide valid proof of registration of the Construction Health and Safety Officer (CHSO) or Construction Health and Safety Manager (CHSM) with SACPCMP upon award and must have necessary competencies and resources to execute his or her duties. No candidate registration will be accepted. The CHSO/M must have proven record of years of experience as follows:

- **CIDB grading (1 - 6) = minimum of 2 years or more**
- **CIDB grading 7 = minimum of 5 years or more**
- **CIDB grading 8 = minimum of 8 years or more**
- **CIDB grading 9 = minimum of 10 years or more**

2.4.3 Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COID Act)

The Principal Contractor shall submit a valid letter of good standing registered with the Compensation Fund or approved licensed Insurer. A copy shall be included in the Project SHE File, which will also include the following:

- Occupational Health and Safety Policy
- Environmental Policy
- Substance Abuse Policy
- HIV Policy
- Disciplinary Code
- Other relevant policies

2.4.4 Health and Safety Organogram

The Principal Contractor shall submit a Project Site Specific Organogram in the SHE File, outlining the Health and Safety Site Team with their designation as required and related to the relevant responsible appointments by the OHS Act.

2.4.5 Risk Assessments

2.4.5.1 Baseline Risk Assessment

The Principal Contractor shall submit a baseline risk assessment, which shall form part of the health and safety plan and file. The Risk Methodology applied should follow the

hierarchy of controls mitigation and must form part of the Risk Assessment and be included in the SHE File.

Should the Principal Contractor commence work without approval of the risk assessment, or should the risk assessment not reflect the activities being undertaken, the CDC may instruct the work to be immediately stopped. Thereafter, the Principal Contractor will have no claim against the CDC in such a case for lost time or costs, irrespective of whether it can be demonstrated that the work was being safely undertaken.

The risk assessment should include the following:

- (a) the identification of the risks and hazards to the health and safety to which persons may be exposed.
- (b) the analysis and evaluation of the hazards identified.
- (c) a documented plan and safe working procedures to mitigate, reduce or control the risks identified; and
- (d) The monitoring and review plan of the risks and hazards.
- (e) The relevant personal protective equipment or clothing.

The Principal Contractor shall ensure that all persons entering the site are informed of all hazards on site; record of this is to be kept on the SHE File. The risk assessment should take into consideration of the project scope of works, with the key processes as specified on **clause 2.1** above. Preventative measures must first address the elimination of the hazard or risk. Should PPE be required to reduce risk the equipment or clothing must be used and be SABS approved.

2.4.5.2 Issue Based Risk Assessment

As circumstances and needs arise, separate risk assessment studies will need to be conducted. These will be associated with a system for the management of change. An additional risk assessment will need to be conducted and submitted to the CDC for verification when for example:

- (a) A new machine is introduced onto site;
- (b) A system for work is changed or operations altered;
- (c) After an accident or a 'near miss' has occurred
- (d) New knowledge comes to light and information is received which may influence the level of risk to employees on site.

2.4.5.3 Continuous Risk Assessment

This is the most important form of risk assessment which should take place continually, as an integral part of day-to-day management. This should be conducted by frontline Supervisors on site and it is essential that formal training be provided to enable this process to be efficient. The Principal Contractor shall be responsible for making sure that all employees under his / her control are conversant with the content of the Risk Assessment and what appropriate measures have been put in place to either eliminate or reduce the identified risks. The Principal Contractor shall outline to employees what role they are expected to play in the Risk Assessment and control measure process. Records are to be kept of this communication.

2.4.6 Health and Safety Representative(s)

The Principal Contractor shall ensure that at least one (1) or more of Health and Safety Representative(s) are / is elected and trained to carry out his / her functions pending on the number of employees per site. The appointment(s) must be in writing. The Health and Safety Representative(s) shall carry out regular inspection, keep records and report to the Supervisor(s) and CHSO/M to take appropriate action. The Principal Contractor is required to elect and appoint a health and safety representative regardless of the number of employees on site. Such representative shall always be on site and report to the CHSO/M and Construction Management Representative.

2.4.7 Health and Safety Committee

Ensure that the Principal Contractor complies with the requirements of Section 19 of the Act. The Principal Contractor shall ensure that SHE Committee is established, and health and safety committee meetings are scheduled monthly pending on the number of employees per site or contract. All invited individuals shall be compelled to attend such meetings. The Principal Contractor shall ensure that health and safety committee meetings' minutes are kept on record. Meetings must be organised and chaired by the Principal Contractor's Responsible Person i.e. nominated Safety Coordinator.

2.4.8 Health and Safety Training

The Principal Contractor shall at project start-up ensure that identified people have attended the training on project risk profile, the Principal Contractor must ensure copies of the certificates are kept on the SHE File.

2.4.8.1 Induction

The Principal Contractor shall always conduct Project Site Specific Inductions to all employees and visitors on site. Proof of inductions in a form of attendance registers must be kept in the SHE File.

2.4.8.2 Awareness

The Principal Contractor shall conduct on site, periodic toolbox talks, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be kept and signed by all attendees. A record of who attended and the content of the topic will be kept on the site SHE File as evidence of training.

2.4.8.3 Competency

The Principal Contractor shall keep records of all competent persons in the SHE File and identify the training to be conducted, based on the Hazard Identification & Risk Assessment (HIRA) and keep certificates of training for reference.

2.4.8.4 General Record Keeping

The Principal Contractor shall keep and maintain SHE records to demonstrate compliance with the OHSS and the OHS Act. The Principal Contractor shall ensure that all records of incidents, spot fines, training etc. are kept on site. All documents shall be available for inspection by the CDC, or the Authorities' Inspectors.

2.4.8.5 General Inspection, Monitoring and Reporting

A schedule of inspections must be determined and its frequency to be included in the H&S plan, including responsible person. Inspection records and registers must be kept on the SHE File.

2.4.8.6 Internal Audits

The Principal Contractor shall conduct SHE audits of the project Health and Safety Management System, including the Contractor records, to ensure compliance with the OHS Act and OHSS. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrence.

2.4.8.7 External Audits

The Appointed Construction Health and Safety Agent (CHSA) or CDC SHE PM or External Service Provider, shall conduct monthly inspections/audits on site. All documentation held by the Principal Contractor shall be available for auditing. The Principal Contractor shall provide any additional information required. The Principal Contractor is required to participate fully in the Audit. Records of audits must be kept, and non-conformance reported, investigated and corrective action must be taken to prevent re-occurrences.

2.4.8.8 Emergency Procedures

The Principal Contractor shall develop and submit a detailed Emergency Procedure and be kept in the SHE File. The procedure shall detail the response plan including the following key personnel:

- List of key personnel,
- Details of emergency services,
- Actions or steps to be taken in the event of the emergency; and
- Information on hazardous material / situation, including each material's / hazardous potential impact or risk on the environment or human and measures to be taken in the event of an accident.

Emergency procedure(s) shall include, but not be limited to, fire, spills, accidents to employees, use of hazardous substances, damage of vital resources such as water and electricity etc. NB: a separate risk assessment and safe work procedure for the identification, location, exposure, and protection of existing services is required for submission, review and approval by the CDC SHE Project Manager via appointed CHSA with the relevant members of the Technical Team. A contact list of all service providers (Fire department, Ambulance, Police, Medical and Clinic, etc) must be maintained and available to site personnel.

2.4.8.9 First Aid Box and First Aid Equipment

The Principal Contractor shall ensure that it appoints a trained **First Aider(s)** regardless of number of labourers on site. The appointed First Aider(s) are to be deemed competent or sent for accredited first aid training **before** starting on site. Valid certificates are to be kept on site. The Principal Contractors shall provide an onsite first aid box(es), adequately always stocked, and ensure that the first aid box is accessible and fully controlled by a qualified First Aider. The Principal Contractor shall ensure that there is always a qualified First Aider within its establishment to attend on first aid injuries should incident occur on site.

2.4.8.10 Accident / Incident Recording, Reporting and Investigation

The Principal Contractor (PC) shall appoint a competent person in writing to conduct incident investigation should it occurs on site, investigate, record and report all incidents as per the OHS Act requirement. The Principal Contractor shall advise the CM, CHSA and CDC SHE PM and any relevant party immediately, followed up with a written preliminary investigation report, of any medical treatment cases, lost time, disabling incident or fatality within 24 hrs of occurrence. In case of fatal incident, the PC is required not to temper with the scene until all relevant external stakeholders are onsite and give permission to do so. Full Incident Investigation Report is to be submitted to the CDC SHE PM via CHSA within **7 working days**, unless requested otherwise

2.4.8.11 Unanticipated Hazards (inclusive of adverse weather such as extreme rain, heat and cold).

The Principal Contractor shall immediately notify CM, CHSA and CDC SHE PM of any hazardous or potentially hazardous situations arising during the performance of activities. It will be upon the responsibility of the Contractor to stop any activities which may impose immediate danger to the employees due to exposure to the adverse weather conditions.

2.4.8.12 Personal Protective Equipment (PPE)

A PPE needs analysis is to be conducted in accordance with the HIRA. PPE is to be issued free of charge. The Principal Contractor is to indicate procedure for the lost or stolen and worn out or damaged PPE. The following PPE shall be used on site as minimum required for everyone on site:

- Steel-Toe Safety Shoes/Boots
- Work suite
- Gloves
- Ear plugs
- Goggles
- Masks
- Hi-Viz Vest in cases where visibility is impaired.
- Corrective PPE shall be risk dependent.

2.4.8.13 Occupational Health and Safety Signage

The Principal Contractor shall ascertain and provide adequate on-site Warning, Prohibition, Mandatory and General Signage. The Principal Contractor shall be responsible to maintain the quality and replacement of signage.

2.4.8.14 Permits

The Principal Contractor shall implement a Permit to Work System. The permit system shall be granted by the Engineer or CHSA via CDC SHE PM prior commencement of activity. Listed below shall cover the following works but not limited to:

- Protection of identified species
- Use of explosives
- Lock out system
- Confined space
- Excavation works
- Public Holidays or Weekend works
- Water use
- Waste disposals

2.4.8.15 Contractors

The Principal Contractor shall implement a Contractor Management System to ensure compliance to the OHS Act and OHSS. The Contractor Management System procedures are to be stipulated in the H&S Plan.

2.5 OCCUPATIONAL SAFETY

2.5.1 Storage of Materials/Equipment

The Principal Contractor shall store material or equipment at agreed identified site by the CM, CHSA and CDC SHE PM, any other areas will be prohibited. All materials shall be neatly stored in a designated laydown area within the confines of the Principal Contractor's allocated construction area.

2.5.2 Site Access, Speed Restrictions and Protection

The Principal Contractor shall ensure that the exact opening shall be discussed and agreed upon with the Client's representatives. The Principal Contractor shall ensure that all persons in their employ and all those that are visiting the site are aware and comply with the site speed restriction(s). The speed limit is set to not exceed 20km/h when entering the grounds/construction site.

2.5.3 Noise Induced Hearing Loss

Where noise is identified as a hazard, the requirements of the NIHL regulations must be complied with and means of compliance is to be stipulated in the H&S Plan. Proper planning and finding means of reducing noise levels concerning these activities is highly encouraged.

2.5.4 Hazardous Chemical Agents (HCA)

In addition to the requirements of the Regulations for Hazardous Chemical Agents (RHCA), the Principal Contractor must provide proof in the H&S Plan that:

- Safety Data Sheets (SDS's) of the relevant materials/hazardous chemical agents are available prior to use by the Principal Contractor. Mention should be made how the Principal Contractor is going to act according to special/unique requirements made in the relevant SDS's. All SDS's shall always be available for inspection by all relevant parties.
- Risk assessments are to be done when new HCA are introduced on site.
- How the relevant HCA's are being/going to be controlled by referring to:
 - Limiting the amount of HCA

- Limiting the number of employees
- Limiting the period of exposure
- Substituting the HCA
- Using engineering controls
- Using appropriate written work procedures
- The correct PPE is being used.
- HCA are stored and transported in terms of regulations for hazardous chemical agents, 2021 and in according to SABS 072 and 0228.
- Training with regards to these regulations is conducted.

The H&S plan should refer to the disposal of hazardous waste on classified sites and the location thereof (where applicable). The First Aider must be made aware of the SDS and how to treat HCA incidents appropriately.

2.5.5 Asbestos work

The Principal Contractor/Contractor shall comply with the provisions of Asbestos Abatement Regulations, 2020 (amendments No. R.2092 dated 20 May 2022) should they have to work with asbestos related materials. No other than accredited Contractor to perform this activity.

2.6 PLANT AND MACHINERY

2.6.1 Construction Plant

Construction Plant encompasses all types of plants including but not limiting to machines and road vehicles with or without lifting equipment. It is envisaged that such plant will be used on this project, however, should the need arise, the Principal Contractor shall ensure that all such plant complies with the requirements of the OHS Act. The Principal Contractor shall inspect and keep records of inspections of the tools and equipment used on site. Only authorised persons are to use machinery under proper supervision. Appropriate PPE and clothing and as specified by the HIRA, shall be provided, and always maintained in good condition.

2.6.2 Pressure Equipment or Gas Bottles Including Operations

Should such equipment be used, the Principal Contractor shall comply with Pressure Equipment Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Providing and maintain appropriate signage in areas where Pressure equipment are used;
- Inspect equipment regularly and keep records of inspections;
- Providing appropriate firefighting equipment (Fire Extinguishers).

2.6.3 Fire Extinguishers and Fire Fighting Equipment

The Principal Contractor shall provide adequate serviced firefighting equipment on site fully serviced. The Principal Contractor shall keep spares where applicable in replacement of expired firefighting equipment.

2.6.4 Hired Plant and Machinery

The Principal Contractor shall ensure that any hired plant and machinery brought to site is safe for use. The necessary requirements as stipulated by the OHS Act as well as those that are stipulated by this OHSS, shall apply. The Principal Contractor shall ensure that **Operators** hired with machinery have proof of competency to operate the type of machinery, proof of medical certificate of fitness and undergo a health and safety induction, appropriate toolbox talks and be issued with the necessary PPE. All documentations must be kept in the SHE File.

2.6.5 Scaffolding / Elevated positions including roof work

The Principal Contractor shall ensure that a detailed fall protection plan and HIRA has been undertaken and submitted for approval by the CM before commencement of such activity on site. The Principal Contractor shall appoint and train scaffolding inspectors and erectors to ensure all scaffolding is erected according to SANS 10085.

2.6.6 Form and Support Work for Structures

Should the work require this type of work, the Principal Contractor shall ensure that formwork and support work structures are examined and checked for suitability by a competent Person, Structural Engineer, before use, during and after placement. Records of such examinations are to be kept on the SHE File.

2.6.7 Lifting Machine and Tackle

The Principal Contractor shall ensure that lifting machinery and tackle is inspected before use and/or **daily**. The Principal Contractor shall have lifting machinery and tackle inspector who will inspect the equipment daily or before use, considering that:

- All lifting machinery and tackle have a safe working load clearly indicated;
- Records of inspections and load testing certificates are kept on site.
- There is proper supervision in terms of guiding the loads which includes a trained banks man to direct and check lifting tackle if it is safe for use.

2.6.8 Ladders and Ladder work

The Principal Contractor shall ensure that all ladders are numbered and inspected regularly keeping record of inspections. It should be noted that Aluminium ladders are preferred to wooden ladders.

2.6.9 General Machinery

The Principal Contractor shall comply with the Driven Machinery Regulations, which include inspecting machinery regularly, appointing a competent person to inspect and ensure maintenance, issuing PPE or clothing and training those that use machinery and enforce compliance.

2.6.10 Portable Electrical Tools / Explosive Power Tools

The Principal Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation or standards. The Principal Contractor shall consider that:

- A competent person undertakes routine inspections;
- Only authorised persons use the tools;
- There are safe working procedures applied;
- Awareness training is carried out and compliance is enforced at all times; and
- PPE and clothing is provided and maintained.

2.6.11 High Voltage Electrical Equipment and any electrical works

The Principal Contractor shall ensure that, where the work is under, on or near high-voltage electrical equipment that a SWP is drafted and approved by a competent person and the CHSA and that approval document to be kept in the SHE File. Such SWP shall include relevant risk management procedures (e.g. Lock-out Procedure). The Principal Contractor shall communicate with the relevant representatives prior to commencement to any electrical works.

2.6.12 Public Health and Safety

Having been aware that the project is taking place in an urban areas the Principal Contractor shall ensure that each person working on or visiting a site, and the surrounding community, shall be made aware of the dangers likely to arise from onsite activities and the precautions to be observed to avoid or minimise those dangers. This should further be able to prevent any other incident that may expose risks to persons. Appropriate health and safety signage shall be always posted.

The Principal Contractor have a duty in terms of the OHS Act to do all that is reasonably practicable to prevent members of the public and others being affected by the construction processes to be aware and put preventative measures in place. The visitors to site shall go through a visitor's health and safety induction detailing hazards and risks they may be exposed to and what measures are in place to control these hazards and risks. A proof of such induction must be kept on the safety file for audit purposes.

2.6.13 Night Work

The Principal Contractor shall not undertake any night work without prior arrangement and a written permit from Employer's personnel. The Principal Contractor shall ensure that

adequate lighting and ventilation are provided for all night work and failure to do so shall result in work being stopped.

NB: risk assessment to be revised should night works be approved.

2.6.14 Facilities for Safekeeping and Eating Area (Mess Room) for workers

The Principal Contractor shall provide facilities for safekeeping. The structure should be suitable for use and adverse for all weather conditions.

2.6.15 Transport of Workers

The Principal Contractor shall refer and comply with the requirements set in the National Road Transport Regulations, 2000. The Principal Contractor shall, and not be limited to:

- Not transporting persons together with goods or tools unless there is an appropriate area or section to store them.
- Not transport persons in a non-enclosed (top) vehicle, e.g. truck, there must be a proper canopy (properly covering the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- Not transporting workers on the back of open bakkies.
- Provision of a serviced portable fire extinguisher in vehicles at all times.

2.7 OCCUPATIONAL HEALTH

Exposure of workers to occupational health hazards and risks are very common in any work environment, especially in construction. Occupational health hazards and risks exposure is a major problem, and all Contractors are to ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards and risks. The occupational hazards and risks may enter the body in three ways:

- Inhalation through breathing.;
- Ingestion through swallowing maybe through food intake;
- Absorption through the skin.

2.7.1 Medical Service (Pre/Periodic/Exit)

The Principal Contractor shall ensure that **all employees** are in position of valid medical examination certificates and certified fit for duty. The medical examinations must be conducted in the form of Annexure 3 by an Occupational Health Practitioner as stipulated by Construction Regulations 2014 and fitness certificates must be kept in the SHE File.

2.7.2 HIV/Aids Programme

CDC commits itself to providing guidance and leadership in the implementation of HIV and AIDS, TB and Sexually Transmitted Infections (STI) programmes by all stakeholder organisations. It is a requirement that Principal Contractors shall provide HIV/Aids awareness training and roll out an HIV/Aids Programme for all employees by the appointed HIV/AIDS and STI Coordinator.

The HIV/Aids Awareness Programme Requirements:

- Male condom dispensers, sufficient male condom available and is it placed in high trafficked areas.
- All types of HIV/Aids related posters displayed in a high trafficked area and in a good condition.
- HIV/Aids Awareness workshops/tool box talk
- HIV/Aids Prevention Measures
- HIV/Aids Care and Support
- Free voluntary HIV testing

No Principal Contractor shall require an employee, or an applicant for employment, to undertake an HIV test in order to ascertain that employee's HIV status. As provided for in the Employment Equity Act, employers may approach the Labour Court to obtain authorisation for testing. All Personnel must be encouraged to undertake voluntary testing. Voluntary Testing and Counselling (VCT) must be encouraged by all Principal Contractors.

2.8 PANDEMIC/ENDEMIC DISEASES E.G. COVID-19

Construction sites operating during the Pandemic/Endemic diseases need to ensure they are protecting their workforce and minimising the risk of spread of infections. This includes an establishment if all employees are fit for works with no symptoms, it considering how

personnel travel to and from site and a range of other applicable matters to manage the spread of the virus on site.

This project specific construction health and safety specification is intending to introduce consistent control measures on the construction site that will be in line with the Government's recommendations and ensure employers and individuals make every effort to comply by adhering to the implementation good hygiene practises and constantly monitoring and reviewing the required control measure for the project. Principal Contractor should take lead to ensure the requirements are implemented. However, it will be very critical that the PC shall make provisional sums for such situation to avoid delays to the project.

2.9 PENALTIES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts and conditions or non-compliance with the PCs OHS Plan; neither the PC nor any other Principal Contractor or Contractor shall have a claim for extension of time or any other compensation. In cases of any **repetitive non-conformances**, the non-conforming party shall be penalised.

All penalties shall be communicated to the Principal Contractor and the relevant Project Team Members should they be issued. The Principal Contractor will be expected to confirm receipt of such penalty/ies. The total fine amount as per penalties issued shall be tabled in the site meeting for noting purposes. All issued penalties shall be deducted from the Certified Certificates submitted by the Principal Contractor.

The following constitute examples of the types of non-conformances that will attract penalties:

Minor: Fine: R50/count	Medium: Fine: R500/count and a non-conformance	Severe Fine: R5000/count, a non-conformance and/or activity stoppage
Non-use of basic PPE supplied	PPE not supplied	Principal Contractor working without OHS Plan approval
Non completion of registers for plant and equipment on site	Principal Contractors did not sign the records	Workers transported in contravention of the OHS Plan or legal requirements
Lack of OHS signage at work areas	Working without training or the appropriate OHS Method Statements / SWP / HIRA	Non provision of signage
Tools and equipment identified in poor condition during inspections	Non-conformances identified during the previous inspection and not addressed within the agreed time frame	Allow people to work with no proof of medical fitness certificate
	No Medical Certificates of Fitness for relevant workers	Threat to the OHS of persons
	Poor Housekeeping	Failure to maintain housekeeping

		Principal Contractor working without Endemic/Pandemic diseases HS Plan approval
--	--	--

2.10 CLOSE - OUT REQUIREMENTS

Upon completion of the project, the Principal Contractor shall submit a well-documented consolidated SHE File (to be in electronic form) to the appointed CDC SHE PM, confirming the SHE history of the project. The closeout SHE File is expected within 21 days of practical completion.

The following **summary** of information is required in the file, but not limited to:

- Completed SHE File
- Letter of good standing
- Appointments/agreements
- Notification/Permit certificate
- SHE inspection/audit reports
- Records of training
- Registers, certificates, and manuals
- Records of incidents/accident
- WCA Claims
- Total Man-hours and DIFR
- Environmental rehabilitation status
- Copies of Medical Certificates of all employees that worked on the project.
- SHE Non conformances (current/outstanding)
- Copies of all Hazardous Waste Disposal Certificates

Handover of the consolidated SHE File can only commence once all personnel has been demobilized and nil man-hours are recorded on site. All Contractors accountable to the PC are expected to complete and submit their close-out SHE Files upon completion of their work to the appointed CHSA for approval prior to leaving the construction site. The CDC SHE PM will evaluate the SHE performance of the Principal Contractor i.e. compliance, performance, quality and refer in a cover letter which will be added to the Principal Contractors consolidated file.

ANNEXURE A

Acknowledgement:	
I, _____ representing	
_____ Principal Contractor have	
satisfied myself with the content of the Occupational Health and Safety Specification (OHSS) and	
shall ensure that the personnel and other people visiting site comply with all relevant obligations	
in respect thereof.	
_____	_____
Signature of Principal Contractor	Date
_____	_____
Signature of /Client/Agent	Date
Comments:	



SPECIFICATION:
**PROJECT ENVIRONMENTAL
SPECIFICATION FOR THE
NDPW INFRASTRUCTURE PROJECTS
IN VARIOUS PROVINCES ACROSS THE
COUNTRY**

Specification N^o
CDC-SBU-SPC-105-24

Classification: Public

11 July 2024



DOCUMENT INFORMATION SHEET

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DOCUMENT CONTROL SHEET

The purpose of this form is to ensure that documents are reviewed and approved prior to issue. The form is to be bound into the front of all documents released by the Coega.

PROJECT NAME : *NDPW INFRASTRUCTURE PROJECTS IN VARIOUS PROVINCES
ACROSS THE COUNTRY*

DOCUMENT TITLE : *PROJECT ENVIRONMENTAL SPECIFICATION*

DOCUMENT No. : *CDC-SBU-SPC-105-24*

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Procedure for Control of Documented Information.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 11 July 2024	Name: Siseko Gwavu	Name: Sisa Xabanisa	Name: Simphiwe Silwana
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Distribution:	<i>Coega Development Corporation</i>
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REVISION CHART

REVISION 1	Name:	Name:	Name:
Date:	Signature:	Signature:	Signature:

This document, and the information or advice which it contains, is provided by the Centre of Excellence Business Unit solely for the use by the Board of Directors of the Coega Development Corporation (Pty) Ltd and Coega and for reliance by its Executive Management and the Board in performance of that Business Unit's duties.

ENVIRONMENTAL SPECIFICATION

TABLE OF CONTENTS

- 1. SCOPE**
- 2. INTERPRETATION**
 - 2.1 Supporting specifications
 - 2.2 Application
 - 2.3 Definitions
- 3. MATERIALS**
 - 3.1 Materials handling, use and storage
 - 3.2 Stockpiling
 - 3.3 Solid waste management
 - 3.4 Water use
 - 3.5 Hazardous substances
 - 3.6 Contaminated water
 - 3.7 Cement and concrete batching
- 4. PLANT**
 - 4.1 Fuel (petrol and diesel) and oil
 - 4.2 Ablution facilities
 - 4.3 Eating areas
 - 4.4 Site structures
 - 4.5 Lights
 - 4.6 Workshop, equipment maintenance and storage
 - 4.7 Noise
 - 4.8 Dust Control
- 5. CONSTRUCTION**
 - 5.1 Method Statements
 - 5.2 Contractor's SHE Officer and Assistants
 - 5.3 Environmental awareness training
 - 5.4 Site division
 - 5.5 Site demarcation
 - 5.6 "No go" areas
 - 5.7 Access routes/ haul roads
 - 5.8 Construction personnel information posters
 - 5.9 Fire control
 - 5.10 Emergency procedures
 - 5.11 Community relations
 - 5.12 Protection of natural features
 - 5.13 Protection of flora and fauna
 - 5.14 Stormwater management
 - 5.15 Erosion and sedimentation control
 - 5.16 Aesthetics
 - 5.17 Recreation
 - 5.18 Temporary site closure
 - 5.19 Protection of archaeological and palaeontological sites
- 6. TOLERANCES**
- 7. TESTING**
- 8. MEASUREMENT AND PAYMENT**
 - 8.1 Basic Principles
 - 8.2 Scheduled Items

1. SCOPE

This Project Environmental Specification (PES) covers the requirements for controlling the impact on the environment of construction activities. The PES is applicable to all construction work activities intended to be performed across the various Provinces. The PES should be read with the project specific scope of work prescribed in the Tender documents.

2. INTERPRETATION

2.1 Supporting Specifications

Where the PES is required for a project, the following supporting specifications shall, where applicable, form part of the Contract Documents where necessary:

- (a) EMPr
- (b) JBCC, GCC or Fidic Equivalent Specification
- (c) EA/RoD

2.2 Application

This PES contains clauses that are generally applicable to the undertaking of built or engineering works as it is necessary to impose pro-active controls on the extent to which the construction activities impact on the environment. Interpretations and variations are set out in this Project Environmental Specification. In the event of any difference or discrepancy between the provisions of this Project Environmental Specification and the provisions of the Project Specifications then the provisions of the Project Specification shall prevail.

2.3 Definitions

For the purposes of this PES, the definitions and abbreviations given in the applicable specifications listed in 2.1 and the following definitions and abbreviations shall apply:

2.3.1 CDC:

Means Coega Development Corporation (Pty) Ltd.

2.3.2 Cement laden water:

Means water containing cement or concrete arising from the Contractor's activities.

2.3.3 Contaminated water:

Means water contaminated by the Contractor's activities such as with hazardous substances, hydrocarbons, paints, solvents and runoff from plant, workshop or personnel wash areas but excludes water containing cement/ concrete or silt.

2.3.4 Environment:

Means the surroundings within which human beings exist and these comprise of:

- (i) The land, water and atmosphere of the earth;
- (ii) Micro-organisms, plant and animal life;
- (iii) Any part or combination of (i) and (ii) and the interrelationships among and between them; and
- (iv) The physical, chemical, aesthetic and cultural properties and conditions of the foregoing that influence human health and well-being.

2.3.5 His:

Means his or her, as applicable.

2.3.6 Method Statement:

Is a written submission by the Contractor to the Engineer in response to the Specifications or to a request by the Engineer, setting out the plant (construction equipment), materials, labour and method the Contractor proposes using to carry out an activity, identified by the relevant specification or the Engineer when requesting the Method Statement. The Method Statement shall be in such detail that the Engineer is able to assess whether the Contractor's proposal is in accordance with the Specifications and/or will produce results in accordance with the Specifications. The Method Statement shall cover applicable details with regard to:

- Construction procedures;
- Materials and equipment to be used;
- Getting the equipment to and from Site;
- How the equipment/ materials will be moved while on Site;
- How and where materials will be stored;
- The containment (or action to be taken if containment is not possible) of leaks or spills of any liquid or material that may occur;
- Timing and location of activities;
- Compliance/ non-compliance with the Specifications; and
- Any other information deemed necessary by the Engineer.

2.3.7 Potentially hazardous substance:

Is a substance, which, in the reasonable opinion of the Engineer, can have a deleterious effect on the environment. Hazardous Chemical Substances are defined in the Regulations for Hazardous Chemical Substances published in terms of the Occupational Health and Safety Act.

2.3.8 Reasonable:

Means, unless the context indicates otherwise, reasonable in the opinion of the Engineer, after he has consulted with CDC Safety, Health & Environment Business Unit.

2.3.9 Silt laden water

Means water containing sand and silt arising from the Contractor's activities and/or as a result of natural run-off.

2.3.10 Site:

This is the area in the possession of the Contractor for the construction of the Works. Where the area is not demarcated, it will include all adjacent areas, which are reasonably required for the activities for the Contractor and approved for such use by the Engineer.

2.3.11 Solid waste:

Means all solid waste, including construction debris, chemical waste, excess cement/concrete, wrapping materials, timber, tins, cans, drums, wire, nails, food and domestic waste (e.g. plastic packets and wrappers).

3 MATERIALS

3.1 Materials handling, use and storage

The Contractor shall ensure that any delivery drivers are informed of all procedures and restrictions (including "no go" areas) required to comply with the Specifications. The Contractor shall ensure that these delivery drivers are supervised during off loading, by someone with an adequate understanding of the requirements of the Specifications. Materials shall be appropriately secured to ensure safe passage between destinations. Loads including, but not limited to sand, stone chip, fine vegetation, refuse, paper and cement, shall have appropriate cover to prevent them spilling from the vehicle during transit. The Contractor shall be responsible for any clean-up resulting from the failure by his employees or suppliers to properly secure transported materials.

All manufactured and/ or imported material shall be stored within the Contractor's camp, and, if so required by the Project Specification, out of the rain. All lay down areas outside of the construction camp shall be subject to the Engineer's approval. Imported gravel, fill, soil and sand materials shall be free of weeds, alien invasive seed matter, plant material, litter and contaminants and shall be obtained from sources approved by the Engineer. A Method Statement detailing the source and methods to ensure compliance with this specification shall be submitted to the Engineer.

3.2 Stockpiling

Any stockpiling of gravel, cut, fills or any other material including spoil shall be in areas approved by the Engineer within the defined working area. The Contractor shall ensure that the material does not blow or wash away. If the stockpiled material is in danger of being washed or blown away, the Contractor shall spray it with material that is not detrimental to the environment or cover it with a suitable material, such as hessian or plastic. Stockpiles of topsoil shall not be covered with plastic. No stockpiling of any material shall be allowed within the 100m of any residential areas or 20m of any "no go" area. Stockpiles will not be stacked higher than 2 meters.

3.3 Solid waste management

No on-site burning, burying or dumping of any waste materials, litter or refuse shall occur. The Contractor shall provide vermin and weatherproof bins with lids of sufficient number and capacity to store the solid waste produced daily.

The lids shall be always kept firmly on the bins. Bins shall not be allowed to become overfull and shall be emptied at least once a day. A designated area shall be established, enclosed with signage always provided. The waste from bins may be temporarily stored on Site in a central waste area that is weatherproof and scavenger-proof, and which the Engineer has approved. Recyclable waste shall be disposed of into separate skips/bins and removed off-site for recycling. All solid waste shall be disposed off site at an **approved landfill Site**. The Contractor shall supply the Engineer with the appropriate disposal certificates and kept in the Environmental File.

The Contractor must facilitate the re-use of cleared trees and bush (e.g. by allowing controlled wood cutting and removal of wood). Cleared vegetation may only be burnt when no other form of re-use (e.g. **chipping or composting**) is practical or economical. Burning of cleared vegetation may only take place in a safe area (e.g. borrow pit) after permission has been obtained from all the relevant authorities and the Fire Department has been informed. The Contractor must ensure that cleared trees and wood are removed from the Site within **45 days** of Site clearance. The Contractor shall submit a solid waste management Method Statement to the Engineer. The contractor shall provide Certificates of safe disposal for all waste removed site.

3.4 Water use

All sources of water for construction purposes must be approved by the Engineer in writing before any such sources can be used to obtain water. Water collection must be kept in the form of registers and record all water cotted per day.

3.5 Hazardous substances

The transportation and handling of hazardous substances must comply with the provisions of the Hazardous Chemical Substances Act (Act No. 85 of 1993) and associated regulations as well as SABS 0228 and SABS 0229. The Contractor shall also comply with all other applicable regional and local legislation and regulations regarding the transport, use and disposal of hazardous substances. Hazardous chemical substances (as defined in the Regulations for Hazardous Chemical Substances) used during construction shall be stored in secondary containers. The relevant Safety Data Sheets (SDS) shall be available on Site. Procedures detailed in the SDSs shall be followed in the event of an emergency.

The Contractor shall be responsible for the training and education of all personnel on Site who will be handling hazardous materials about their proper use, handling and disposal. If potentially hazardous substances are to be stored or used on Site, the Contractor shall submit a Method Statement to the Engineer detailing the substances / materials to be used, together with the transport, storage, handling and disposal procedures for the substances.

3.6 Contaminated water

Potential pollutants of any kind and in any form shall be kept, stored, and used in such a manner that any escape can be contained and that the water table is not endangered. Water containing such pollutants as chemicals, washing detergents, sewerage, fuels, paints and solvents and hydrocarbons shall be contained and discharged into an impermeable storage facility for removal from the site or for recycling. This particularly applies to runoff from fuel depots/workshops/truck washing areas. The Contractor may direct contaminated water into a sewerage main, provided that authorisation has been obtained from the local authority and that the Engineer has provided written permission for this action.

Wash down areas shall be placed and constructed in such a manner so as to ensure that the surrounding areas are not polluted. The Contractor shall notify the Engineer immediately of any pollution incidents on Site. The Contractor shall submit a Method Statement to the Engineer detailing how the contaminated water will be managed on Site.

3.7 Cement and Bulk Mixing Plant

The proposed location of bulk mixing plant (including the location of cement stores and sand and aggregate stockpiles) shall be indicated on the Site layout plan and approved by the Engineer. All wastewater generated from the operation and cleaning of concrete mixing equipment and other sources of concrete shall be passed through a concrete wastewater settlement system as depicted in the appropriate drawing. The water from this system shall not be allowed to flow into any “no go” area or water course but must permeate through the ground before it reaches any such water course. The accumulated sludge in the settlement system must be regularly cleaned out and appropriately disposed of as solid waste.

The Contractor shall ensure that minimal water is used for washing of concrete mixing equipment. Used cement bags shall be disposed of in weatherproof bins on site to prevent the generation of wind-blown cement dust and the bags from blowing away. During construction, the contractor must ensure that concrete is mixed on mortar boards, all visible remains of concrete are removed and disposed of as waste and that all surplus aggregate is removed. A Method Statement detailing all actions to be taken to comply with the cement and mixing requirements shall be submitted to the Engineer.

4 PLANT

4.1 Fuel – Petrol, Diesel, Oil Etc

4.1.1 Fuel Storage

Fuel can be stored on site. The location of the fuel storage area will be approved by the Engineer and will be situated at least 100m away from any major drainage systems, residential areas or “no go” areas. All necessary approvals with respect to fuel storage and dispensing shall be obtained from the appropriate authorities. Symbolic safety signs depicting “No Smoking”, “No Naked Lights” and “Danger” conforming to the requirement of SABS 1186 shall be prominently displayed in and around the fuel storage area. There shall be adequate fire-fighting equipment at the fuel storage area. The Contractor shall ensure that all liquid fuels and oils are stored in tanks with lids, which are kept firmly always shut and under lock and key. The capacity of the tank shall be clearly displayed, and the product contained within the tank clearly identified using the emergency information system detailed in SABS 0232 part 1. Fuel storage tanks shall have a capacity not exceeding **9000 litres** and shall be kept on site only for as long as fuel is needed for construction activities, on completion of which they shall be removed.

Tanks on site shall not be linked or joined via any pipe work but shall remain as separate entities. The tanks shall be situated on a smooth impermeable base with a bund. The volume inside the bund shall be 110% of the total capacity of the largest storage tank. The base may be constructed of concrete, or of plastic sheeting with impermeable joints with a layer of sand over to prevent perishing. The impermeable lining shall extend to the crest of the bund. The floor of the bund shall be sloped to enable any spilled fuel and/or fuel-contaminated water to be removed. Appropriate material, approved by the Engineer that absorbs/ breaks-down or encapsulates minor hydrocarbon spillage and which is effective in water shall be installed in the sump.

The tanks and bunded areas shall be covered by a roofed structure, as detailed in the appropriate drawing, to prevent the bunded area from filling up with rainwater. This structure shall be constructed in such a way, and to the approval of the Engineer, to ensure that it is not dislodged by wind. If any water does collect in the bunded area it shall be removed within a day of this occurring and taken off Site to a disposal site approved by the Engineer, and the material that absorbs/ breaks-down or encapsulates minor hydrocarbon spillage shall be replenished.

Only empty and externally clean tanks may be stored on the bare ground. Empty and externally dirty tanks shall be sealed and stored on an area where the ground has been protected. Adequate precautions shall be provided to prevent spillage during the filling of any tank and during the dispensing of the contents. The dispensing mechanism for the fuel storage tanks shall be stored in a waterproof container when not in use. A Method Statement shall be submitted to the Engineer detailing the design, location and construction of the fuel storage area as well as for the filling and dispensing from storage tanks and for the type of absorbing/ breaking-down or encapsulating material to be used.

4.1.2 Refuelling

Where reasonably practical, plant shall be refuelled at a designated re-fuelling area/depot or at a workshop as applicable. If this is not reasonably practical, then the surface under the refuelling area shall be protected and appropriately bunded against pollution to the reasonable satisfaction of the Engineer prior to any refuelling activities.

If fuel is dispensed from **200 litre** drums, the proper dispensing equipment shall be used, and the drum shall not be tipped to dispense fuel. The Contractor shall ensure that the appropriate fire-fighting equipment is present during refuelling operations. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown or where possible, be designed to encapsulate minor hydrocarbon spillages. The quantities of such materials shall be able to handle a minimum of **200 l** of hydrocarbon liquid spill. Prior to any refuelling or maintenance activities, the Engineer must approve this material.

4.1.3 Used oil and hydrocarbon contaminated materials

Used oil shall be stored at a central location on Site prior to removal off Site for disposal at an approved disposal or recycling site. Old oil filters and oil, petrol and diesel-soaked material shall be treated as hazardous waste. The Contractor shall remove all oil, petrol, and diesel-soaked sand immediately and shall dispose of it as hazardous waste or treat it on site with material that breaks-down or encapsulates such spillages as approved by the Engineer.

4.2 Ablution Facilities

Washing, whether of the person or of personal effects, and acts of excretion and urination are strictly prohibited other than at the facilities provided. The Contractor shall provide the necessary ablution facilities for all his personnel prior to the commencement of work and shall ensure that his personnel make use of the facilities. Toilet facilities shall be supplied by the Contractor for the workers at a ratio of at least **1 toilet per 15 workers** in areas approved by the Engineer. Every 1-man urinal will be taken as supplying the equivalent of 5 men in addition to the 15 men per toilet on site. No toilets will be erected within 100m of any residential areas, within 20m of the edge of the Site, within 50m of any “no go” areas or any major drainage systems. Toilets shall be situated within 200m of any area where work is taking place in numbers sufficient to meet the ratio depicted above for the workers in the area. Mobile toilets (e.g. trailer mounted) should be considered for Sites, where workers may be expected to cover large distances every day.

The facilities shall be maintained in a hygienic state, good state of repair and serviced regularly. Toilet paper, soap, sanitizer, form of towels shall be provided. Temporary/portable toilets shall be secured to the ground to prevent them toppling due to wind or any other cause, to the satisfaction of the Engineer. Discharge into the environment and burial of waste is strictly prohibited. The Contractor shall ensure that no spillage occurs when the toilets are cleaned or emptied and that the contents are removed from the Site. Toilets shall be emptied before the Contractors’ holidays or any other temporary site closure.

4.3 Eating Areas

The Contractor shall designate eating area/s, subject to the approval of the Engineer. The facilities shall be maintained in a hygienic state, good state of repair and serviced regularly. No cooking is allowed outside of the Contractor's camp area on Site. At mealtimes all workers must eat in designated eating areas. More than one area may be required for large Sites and to accommodate issues of Social Distancing. These areas shall have shade for the workers. The eating areas may be in existing structures or in temporary/ transportable structures that shall be well constructed using wood or metal for the frame and screened on the top and sides with shade cloth/ canvas or other material to the satisfaction of the Engineer. These areas shall be well demarcated and in locations approved by the Engineer and shall not be within 100m of any "no go" areas or any major drainage systems, on or adjacent to the Site. There must be Sanitizer Stations at each eating areas and sufficient bins shall be present in these areas. All disposable food packaging must be disposed of in the bins after every meal. The feeding or leaving of food for animals is strictly prohibited.

4.4 Site Structures

All site establishment components (as well as equipment) shall be positioned to limit visual intrusion on neighbours and the size of the land area disturbed. The type and colour of roofing and cladding materials to the Contractor's temporary structures shall be selected to reduce reflection. The Contractor shall supply and maintain adequate and suitable sheds for the storage of materials. Sheds for the storage of materials that may deteriorate or corrode if exposed to the weather shall be weatherproof, adequately ventilated and provided with raised floors.

4.5 Lights

The Contractor shall ensure that any lighting installed on the Site for his activities does not interfere with road traffic or cause a reasonably avoidable disturbance to the surrounding community or other users of the area.

4.6 Workshop, equipment maintenance and storage

Where practicable, all maintenance of equipment and vehicles on Site shall be performed in a workshop. If it is necessary to do maintenance outside of the workshop area, the Contractor shall obtain the approval of the Engineer prior to commencing such activities. No maintenance, including emergency maintenance, of plant can take place within 50m of any "no go" area or drainage system.

The Contractor shall ensure that in his workshop and other plant maintenance facilities, including those areas where, after obtaining the Engineer's approval, the Contractor carries out emergency plant maintenance, there is no contamination of the soil or vegetation. The workshop shall have a smooth impermeable (concrete or thick plastic covered with sand) floor. The floor shall be bunded and sloped towards an oil trap or sump to contain any spillages. When servicing equipment, drip trays shall be used to collect the waste oil and other lubricants. Drip trays shall also be provided in construction areas for stationary plant (such as compressors) and for "parked" plant (such as scrapers, loaders, vehicles) always.

All vehicles and equipment shall be kept in good working order and serviced regularly. Leaking equipment shall be repaired immediately or removed from the Site. The washing of equipment shall be restricted to urgent or preventative maintenance requirements only. All washing shall be undertaken in the workshop or maintenance areas, and these areas must be equipped with a suitable impermeable floor and sump/oil trap. The use of detergents for washing shall be restricted to low phosphate and nitrate containing and low sudsing-type detergents. A Method Statement must be submitted to the Engineer detailing the design of the bunding of the workshop and how run-off from the workshop will be managed as well as how drip trays used under plant will be managed.

4.7 Noise

The Contractor shall take precautions to minimise noise generated on Site (e.g. Install and maintain silencers on machinery). The Contractor shall comply with the Noise Induced Hearing Loss Regulations published under the Occupational Health and Safety Act. Appropriate directional and intensity settings are to be maintained on all hooters and sirens. No amplified music shall be allowed on Site. The use of radios, tape recorders, compact disc players, television sets etc shall not be permitted unless the volume is kept sufficiently low as to avoid any intrusion on members of the public within range. The Contractor shall not use sound amplification equipment on Site unless in emergency situations.

4.8 Dust Control

The Contractor shall be responsible for the continued control of dust arising from his operations. The Contractor shall inform the Engineer 48 hours in advance of anticipated 'unavoidable' dust generating activities. The Contractor shall take all reasonable measures to minimize the generation of dust because of construction activities to the satisfaction of the Engineer.

Appropriate dust suppression measures include spraying or dampening with water, using a commercial dust binder, rotovating straw bales, planting of open cleared space and the scheduling of dust-generating activities.

If the conditions are such that the Contractor cannot satisfactorily dampen the dust, then the Engineer may halt operations until such time as the conditions are more suitable for lower dust generating construction.

Dampening of all gravel haul and access roads with water must be ongoing and special attention must be given to roads close to residential areas. Should dust still be a problem on any specific road, the allowable speed will be reduced to 20km/h. If dust is still a problem the road should be treated with a commercial dust binder, as required, to form a cohesive layer that will control the dust on the road. Areas that are to have the topsoil stripped for construction purposes must be limited and only stripped when work is about to take place.

Other activities and situations that may result in a dust nuisance include site clearance and other earth moving operations, open cleared space, stockpiles of topsoil or sand and activities associated with concrete batching plants. A Method Statement detailing how dust will be managed for different operations on the site must be submitted to the Engineer for his approval before any work that could result in dust being generated is undertaken.

5 CONSTRUCTION

5.1 Method Statements

The following Method Statements, as well as any required by the Project Specification, shall be provided by the Contractor and submitted with the Environmental File for reviewing and approval upon to the awarding of a Contract and prior commencement of construction work.

5.1.1 Solid waste management (Clause 3.3)

Expected solid waste types, quantities, methods and frequency of collection and disposal as well as location of disposal sites.

5.1.2 Contaminated water (Clause 3.6)

Methods of minimising, controlling, collecting and disposing of contaminated water.

5.1.3 Contractors SHE Officer (Clause 5.2)

The name and letter of appointment of the Contractors SHE Officer must be given to the Engineer and the terms of reference for the work to be undertaken by the SHE Officer must be detailed including time on site, CV, roles and responsibility, interaction with the Contractor and environmental offices, etc.

5.1.4 Site division (Clause 5.4)

The location, layout and method of establishment of the construction camp (including all buildings, offices, lay down yards, vehicle wash areas, fuel storage areas, bulk mixing plant and other infrastructure required for the running of the project)

5.1.5 Emergency procedures (Clause 5.10)

Emergency procedures for fire and accidental leaks and spillages of hazardous substances (including fuel and oil). Include details of risk reduction measures to be implemented including firefighting equipment, fire prevention procedures and spill kits (materials and compounds used to reduce the extent of spills and to breakdown or encapsulate hydrocarbons). Other Method Statements that will be required during construction are to be provided by the Contractor a minimum of 20 days prior to commencement of the works or activities to which they apply (no work can commence on site before these Method Statements have been approved):

5.1.6 Importing of material (Clause 3.1)

Detail the source of any gravel, soil, aggregate or sand imported onto site and precautions taken to ensure no vegetative contamination.

5.1.7 Hazardous substances (Clause 3.5)

Details of any hazardous substances / materials to be used, together with the transport, storage, handling and disposal procedures for the substances.

5.1.8 Cement and bulk mixing plant (Clause 3.7)

Location, layout and preparation of cement/ concrete mixing areas including the methods employed for the mixing of concrete and particularly the containment of runoff water from such areas and the method of transportation of concrete.

5.1.9 Fuel storage and use (Clause 4.1)

The design, location and construction of the fuel storage area as well as for the filling and dispensing from storage tanks.

5.1.10 Workshop and drip trays (Clause 4.6)

Location, layout, design and pollution control for Workshop as well as management of drip trays under plant.

5.1.11 Dust (Clause 4.8)

Details on the methods for managing dust on the site.

5.1.12 Environmental awareness training (Clause 5.3)

Number, dates, trainer and logistics for the initial awareness courses for the Contractor's employees and for the management Staff.

5.1.13 Access Routes (Clause 5.7)

Details, including a drawing, showing where and how the access points and routes will be located and managed. Any additional Method Statements as required by the Engineer, or the Project Specification must be provided by the Contractor. The Contractor shall not commence the activity until the Method Statement has been approved in writing and shall, except in the case of emergency activities, allow a period of 20 working days for approval of the Method Statement.

The Engineer may require changes to a Method Statement if the proposal does not comply with the specification or if, in the reasonable opinion of the Engineer, the proposal may result in, or carries a greater than reasonable risk of, damage to the environment more than that permitted by the Specifications or any legislation. Approved Method Statements shall be readily available on the Site and shall be communicated to all relevant personnel and subcontractors. The Contractor shall carry out the Works in accordance with the approved Method Statement. Approval of the Method Statement shall not absolve the Contractor from any of his obligations or responsibilities in terms of the Contract. No claim for delay or additional cost incurred by the Contractor shall be entertained due to inadequacy of a Method Statement.

“Details of the following appointments are required within 7 days before commencing work on site”:

5.1.14 Assistants to the Contractor’s SHE Officer (Clause 5.2) (if applicable)

The name and appointment letter of the assistants to the Contractor’s SHE Officer must be given to the Engineer and the work to be undertaken by these assistants must be detailed including time allocated to these roles and their responsibility and interaction with the Contractors SHE Officer.

5.1.15 Fire Officer/Marshall (Clause 5.9)

The name and appointment letter of the Fire Officer/Marshall must be given to the Engineer.

5.2 Contractor’s SHE Officer

The Contractor shall appoint a Contractor’s SHE Officer who shall be responsible for undertaking a daily site inspection to monitor compliance with this Specification and the relevant Project Specification. The Contractor shall submit the name of the Contractor’s SHE Officer as well as a Method Statement detailing his CV, roles and responsibilities to the Engineer for his approval before work can commence on site.

The Contractor will also appoint reliable staff, who will assist and report to the Contractor’s SHE Officer, to the following positions:

- Litter Assistant to ensure that the site is cleaned every day and that dustbins are not overflowing, and litter does not blow off the site into the surrounding areas.
- Hydrocarbon and Contaminated Water Assistant to ensure that any hydrocarbon spills or leaks are dealt with immediately, vehicles are not leaking hydrocarbons on site, there is no pollution of any water course/ drainage system on or adjacent to site due to any construction activities, all stationary plant has bunds around them that are kept in good working order, the fuel storage and refuelling area is free of spills and leaks of hydrocarbons and any other issues to do with hydrocarbon housekeeping on site. He will also ensure that no contaminated water is escaping onto the site and that the toilets are kept in a clean and good working condition.

- Demarcation and Dust Assistant to ensure that all fencing and demarcation is in place when it is required and that such fencing or demarcation is in good order daily. This person will also be responsible to ensure that excessive dust is not generated from the construction area and will ensure that the roads are watered, and other areas dampened where necessary and any other actions taken to limit dust generation from site.

These appointments will be made within 7 days before commencing of work on site and will be given to the Engineer in writing.

5.3 Environmental awareness training

Environmental awareness training courses shall be run for all personnel on site. Two types of course shall be run, one for the Contractor's and Subcontractor's management and one for all site staff and labourers. Courses shall be run in the morning during normal working hours at a suitable venue provided by the Contractor. All attendees shall remain for the duration of the course and sign an attendance register on completion that clearly indicates participant's names, a copy of which shall be handed to the Engineer.

The size of each session shall be limited to **30** people. The Contractor shall allow for sufficient sessions to train all personnel. Subsequent sessions shall be run for any new personnel coming onto site. A Method Statement with respect to the organisation of these courses shall be submitted. Notwithstanding the specific provisions of this clause it is incumbent upon the Contractor to convey the sentiments of the EMP to all personnel and Subcontractors involved with the Works.

5.3.1 Training course for management and foremen

The environmental awareness training course for management shall include all management staff and foremen. The course, which will be presented by the Engineer's SHE Coordinator, will be of approximately one-hour duration. The initial course shall be undertaken not less than 7 days prior to commencement of work on site. Subsequent courses shall be held as and when required.

5.3.2 Training course for site staff and labour

The environmental awareness training course for site staff and labour shall be presented by the Contractor's SHE Officer from material provided by the Engineer unless otherwise required by the Project Specification. The course will be approximately one-hour long. The course shall be run not more than 7 days after commencement of work on site with sufficient sessions to accommodate all available personnel. Subsequent courses shall be held as and when required.

5.4 Site division

The Contractor shall restrict all his activities, materials, equipment and personnel to within the area specified. A Method Statement detailing the location, layout and method of establishment of the construction camp (including all buildings, offices, lay down yards, vehicle wash areas, fuel storage areas, bulk mixing plant and other infrastructure required for the running of the project) shall be submitted to the Engineer. No accommodation for any staff is permitted on the Site.

5.5 Site demarcation

As required by the Project Specification, the Contractor shall erect and maintain permanent and / or temporary fences of the type and in the locations directed by the Engineer. Such fences shall, if so specified, be erected before undertaking designated activities.

5.6 "No go" areas

If so required by the Project Specification, certain areas within or next to the Site shall be "no go" areas. The Contractor shall ensure that, insofar as he has the authority, no person, machinery, equipment or materials enter the "no go" areas at any time.

5.7 Access routes/ haul roads

On the Site and, if so required by the Project Specification, within such distance of the Site as may be stated, the Contractor shall control the movement of all vehicles and plant including that of his suppliers so that they remain on designated routes, are distributed so as not to cause an undue concentration of traffic and that all relevant laws are complied with. In addition, such vehicles and plant shall be so routed and operated as to minimise disruption to regular users of the routes not on the Site.

On gravel or earth roads on Site and within 500m of the Site, the vehicles of the Contractor and his suppliers shall not exceed a speed of 45 km/hr or as directed by the Engineer. The Contractor shall supply the Engineer with a Method Statement detailing the location and management of all access points and roads.

5.8 Construction personnel information posters

The Contractor shall erect and maintain information posters for the information of his employees depicting actions to be taken to ensure compliance with the Environmental Specifications. Construction personnel information posters shall be laminated and erected in all eating areas, workshops and site offices. The Contractor shall ensure that the construction personnel information posters are not damaged in any way, and shall replace them if any part becomes illegible. Examples of these posters will be supplied to the Contractor by the Engineer in electronic format.

5.9 Fire control

The Contractor shall take all the necessary precautions to ensure that fires are not started as a result of his activities on Site. No open fires shall be permitted on the Site, with the exception of burning of cleared vegetation after approval by the Engineer and relevant authorities. Any fires that occur shall be reported to the Engineer immediately. Smoking shall not be permitted in those areas where there is a fire hazard. Such areas shall include the workshop and fuel storage areas and any areas where the vegetation or other material is such as to support the rapid spreading of an initial flame.

The Contractor shall appoint a Fire Marshall who shall be responsible for ensuring immediate and appropriate actions in the event of a fire and shall ensure that employees are aware of the procedures to be followed. The Contractor shall forward the name of the Fire Marshall to the Engineer for his approval within 7 days of being on site. The Contractor shall ensure that there is basic fire-fighting equipment available on Site at all times. This shall include at least rubber beaters when working in urban open spaces and natural areas, and at least one fire extinguisher of the appropriate type when welding or other "hot" activities are undertaken. The Contractor shall be liable for any expenses incurred by any organisations called to assist with fighting fires that were started as a result of his activities or personnel, and for any cost relating to the rehabilitation of burnt areas, or consequential damages.

5.10 Emergency procedures

Emergency procedures, including the names and contact details of responsible personnel and emergency services shall be made available to all staff and shall be clearly displayed at relevant locations at the Site. The Contractor shall advise the Engineer of any emergencies on Site, together with a record of action taken, within 24 hours of the emergency occurring. Telephone numbers of emergency services shall also be posted conspicuously in the Contractor's office near the telephone. The Contractor shall submit a Method Statement covering the procedures for the following emergencies:

5.10.1 Fire:

The Contractor shall advise the relevant authority of a fire as soon as one starts and shall not wait until he can no longer control it. The Contractor shall ensure that his employees are aware of the procedures to be followed in the event of a fire.

5.10.2 Accidental leaks and spillages:

The Contractor shall ensure that his employees are aware of the procedures to be followed for dealing with spills and leaks, which shall include notifying the Engineer and the relevant authorities. The Contractor shall ensure that all the necessary materials and equipment for dealing with spills and leaks are always available on Site. Treatment and remediation of the spill areas shall be undertaken to the reasonable satisfaction of the Engineer.

In the event of a hydrocarbon spill, the source of the spillage shall be isolated, and the spillage contained. The area shall be cordoned off and secured. The Contractor shall ensure that there is always a supply of absorbent material readily available to absorb/breakdown or where possible, be designed to encapsulate minor hydrocarbon spillages. The quantities of such materials shall be able to handle a minimum of 200 l of hydrocarbon liquid spill. Any spills must be cleared, and the contaminated soil/sludge disposed of in an appropriate manner, approved by the Engineer, or at a licensed hazardous waste disposal site.

5.11 Community relations

If so, required by the Project Specification, the Contractor shall erect and maintain information boards in the positions, quantities, designs and dimensions specified. Such boards shall include contact details for complaints by members of the public in accordance with details provided by the Engineer. The Contractor shall keep a "Complaints Register" on Site. The Register shall contain all contact details of the person who made the complaint, and information regarding the complaint itself and note the date and time that the complaint was resolved. The Engineer shall be responsible for responding to queries and/or complaints and may request assistance from the Contractor's Management Staff.

5.12 Protection of natural features

The Contractor shall not deface, paint, damage or mark any natural features (e.g. rock formations) situated in or around the Site for survey or other purposes unless agreed beforehand with the Engineer. Any features affected by the Contractor in contravention of this clause shall be restored / rehabilitated to the satisfaction of the Engineer. The Contractor shall not permit his employees to make use of any natural water sources (e.g. springs, streams, and open water bodies) for the purposes of swimming, personal washing and the washing of machinery or clothes.

5.13 Protection of species

5.13.1 Flora

Except to the extent necessary for the carrying out of this Works, flora shall not be removed, damaged or disturbed nor shall any vegetation be planted. The search and rescue of rare, endemic or endangered species prior to Site clearance must be carried out in accordance with the Vegetation Specifications by the competent service provider. Where the site has dense vegetation the Contractor must at the same time perform bush clearing with the presence of flora search and rescue service provider, depending on the provisions made for this activity and approval by the appointed Engineer. The removal and stockpiling of topsoil must also be carried out in accordance with the Vegetation Specifications.

5.13 2Fauna

Except to the extent necessary for the carrying out of this Works, fauna shall not be removed, injured or disturbed nor shall be killed. Trapping, poisoning and/or shooting of fauna is strictly forbidden. No domestic pets or livestock are permitted on Site. The search and rescue of fauna, endemic or endangered species prior to Site clearance must be carried out in accordance by the competent Service Provider. Where the site has dense vegetation the Contractor must at the same time perform bush clearing with the presence of fauna search and rescue Service Provider, depending on the provisions made for this activity and approval by the appointed Engineer. Trapping or capturing and removal of fauna from site will only be performed by the approved competent Service Provider.

5.14 Stormwater management

Natural run-off must be diverted to stormwater drains where these are available. The Contractor shall take appropriate measures to prevent sand, silt and silt-laden waters from entering stormwater drains, or any surface water course. The Contractor shall take reasonable measures to control the erosive effects of stormwater runoff particularly where excavation and construction activities form temporary channels. Suitable energy breaking devices, cut-off drains, diversions and retention ponds shall be employed to ensure that storm water runoff from the Site is dissipated and does not exceed the capacity of the surrounding stormwater system and excessive suspended solids are settled before they enter the stormwater system or any surface water course. If required in the Project Specification, the Contractor shall submit a Method Statement to the Engineer detailing how stormwater will be managed on Site.

5.15 Erosion and sedimentation control

The Contractor shall take all reasonable measures to limit erosion and sedimentation due to construction activities and shall, in addition, comply with such detailed measures as may be required by the Project Specification. Where erosion and/or sedimentation, whether on or off the Site, occurs despite the Contractor complying with the foregoing, rectification shall be carried out in accordance with details specified by the Engineer. Where erosion and/or sedimentation occurs due to the fault of the Contractor, rehabilitation shall be carried out to the reasonable requirements of the Engineer and at the expense of the Contractor.

5.16 Aesthetics

The Contractor shall take reasonable measures to ensure that construction activities do not have an unreasonable impact on the aesthetics of the area.

5.17 Recreation

If so, required by the Project Specification, the Contractor shall take measures to reduce disruption to recreational users of the area abutting the Site.

5.18 Temporary site closure

If the Site is closed for a period exceeding 5 days, the Contractor's SHE Officer in consultation with the Engineer shall carry out the following checklist procedure and ensure that the following conditions pertain and report on compliance with this clause:

5.18.1 Fuels / flammables / hazardous materials stores

- Fuel stores are as low in volume as practicable.
- There are no leaks.
- The outlet is secure and locked.
- The bund is empty.
- Fire extinguishers are serviced and accessible.
- The area is secure from accidental damage through vehicle collision and the like.
- Emergency and contact numbers are available and displayed.
- There is adequate ventilation in enclosed spaces.
- There are no stores or containers within the 1:50 year flood line.

5.18.2 Safety

- Site safety checks have been carried out in accordance with the Occupational Health and Safety Act (No. 85 of 1993) prior to site closure.
- An inspection schedule and log for use by security or contracts staff is developed.
- All trenches and manholes are secured.
- Applicable notice boards are in place and secured.
- Emergency and Management contact details are prominently displayed.
- Security personnel have been briefed and have the facilities to contact or be contacted by relevant management and emergency personnel.
- Night hazards such as reflectors, lighting, traffic signage etc have been checked.
- Fire hazards identified and the local authority notified of any potential threats e.g. large brush stockpiles, fuels etc.
- Pipe stockpiles are wedged / secured.
- Scaffolds are secure.
- Structures vulnerable to high winds secure.

5.18.3 Erosion

- Wind and dust mitigation measures such as straw, brush packs, irrigation etc are in place.
- Excavated and filled slopes and stockpiles are at a stable angle and capable of accommodating normal expected water flows.
- Re-vegetated areas have a watering schedule and the supply to such areas is secured.
- There are sufficient detention ponds or channels in place.

5.18.4 Water contamination and pollution

- Hazardous fuel stores are secure.
- Cement and materials stores are secure.
- Toilets are empty and secured.
- Refuse bins are empty and secured.
- Bunding is clean and treated with appropriate material that will absorb/ breakdown and where possible be designed to encapsulate minor hydrocarbon spillage.
- Drip trays are empty & secure.

5.19 Protection of archaeological and palaeontological sites

If any possible palaeontological/archaeological material is found during excavation work, including shell middens, Stone Age tools, fossil bones and other artefacts, graves and wrecked vessels, the Contractor shall stop work immediately and inform the Engineer. The Engineer will inform the South African Heritage Resources Agency (SAHRA) and arrange for a palaeontologist/archaeologist to conduct inspection and studies, and if necessary, excavate, the material, subject to acquiring the requisite permits from SAHRA at the following address:

111 Harrington St,
Zonnebloem,
Cape Town,
8001

Postal Address: PO Box 4637

Email: info@sahra.org.za

Telephone: [0214624502](tel:0214624502)

6 TOLERANCES

Refer to Contract document.

7 TESTING

Void

8 MEASUREMENT AND PAYMENT

8.1 Basic Principles

Except as noted below and in the Project Specification as Scheduled Items, no separate measurement and payment will be made to cover the costs of complying with the provisions of this Specification and such costs shall be deemed to be covered by the rates tendered for the items in the Schedule of Quantities completed by the Contractor when submitting his Tender.

8.2 Scheduled Items

8.2.1 Protection of stock piles from blowing or washing away:

The spraying or covering of stockpiles, including the supply of the spray or cover material, as required, shall be measured as a lump sum.

8.2.2 Storage of fuel and oils:

The supply, construction, installation, transport, upkeep and removal of all facilities required for storage and management of fuel and oils will be measured as a lump sum.

8.2.3 Cement laden water management:

The supply, construction, installation, transport, upkeep and removal of all facilities required for the management of wastewater from concrete operations will be measured as a lump sum.

8.2.4 Contaminated water management:

The supply, construction, installation, transport, upkeep and removal of all facilities required for managing contaminated water will be measured as a lump sum.

8.2.5 Storm water management:

The supply, construction, installation, transport, upkeep and removal of all facilities required for managing storm water run-off from the site will be measured as a lump sum.

8.2.6 Bunding and management of run-off from workshop areas and supply of drip trays for stationary and “parked” plant:

The supply, construction, installation, transport, upkeep and removal of all facilities required for bunding and managing the run-off from workshop areas as well as all drip trays required will be measured as a lump sum.

8.2.7 Dust management:

The supply, application, transport, upkeep and removal of all materials required to ensure that dust is adequately controlled will be measured as a lump sum.

8.2.8 Fire Control:

The supply, transport, upkeep and removal of all material required for fire control will be measured as a lump sum.

8.2.9 Provision of venue and staff attendance at the environmental awareness training course:

The provision of a venue and staff attendance at the environmental training course will be measured as a lump sum. The sum shall cover all costs incurred by the Contractor in providing the venue and facilities as detailed in the Specifications and in ensuring the attendance of all relevant employees and sub-contractors and their employees, at the training.

8.2.10 Eating areas:

The supply, construction, installation, transport, upkeep and removal at the end of the construction of all eating areas structures shall be measured as a sum.

8.2.11 Ablutions:

The supply, maintenance, regular emptying and removal of toilets shall be measured as a sum.

8.2.12 Site demarcation:

The supply, installation and removal at the end of the construction of all temporary fences shall be measured by length for each type of fence scheduled.

8.2.13 Construction personnel information posters:

The supply, installation and removal at the end of the construction of all construction information posters shall be measured by number of posters for each type of poster scheduled.

8.2.14 Solid waste (including hazardous waste) management

The supply of bins and skips as well as transport of waste to appropriate waste disposal facilities shall be measured as a sum.

8.2.15 Spill kits

The supply, use and replenishment of spill kits, to be used at fuel storage areas and refuelling areas shall be measured as a sum.

8.2.16 Method Statements: Additional Work:

No separate measurement and payment will be made for the provision of Method Statements but, where the Engineer requires a change beyond the requirements of the Specification on the basis of his opinion that the proposal may result in, or carries a greater than warranted risk of damage to the environment, then any additional work required, provided it could not reasonably have been foreseen by an experienced Contractor, shall be valued in accordance with the Contract document.

A stated sum is provided in the Schedule of Quantities to cover payment for such additional work.

8.2.17 Work "required by the Project Specification":

Where a clause in this Specification includes a requirement as "required by the Project Specification", measurement and payment for compliance with that requirement shall be in accordance with the relevant measurement and payment clause related to the Project Specification.

ANNEXURE C

Acknowledgement:

I, _____ representing

_____ Principal Contractor have satisfied myself with the content of the Project Environmental Specification (PES) and shall ensure that the personnel and other people visiting site comply with all relevant obligations in respect thereof.

Signature of Principal Contractor

Date

Signature of Agent

Date



Baseline Risk Assessment:

**BASELINE RISK ASSESSMENT FOR THE
NDPW INFRASTRUCTURE PROJECTS IN
VARIOUS PROVINCE ACROSS THE COUNTRY**

Risk Assessment No
COEGA-SBU-BRA-058-24

Classification: Public

11 July 2024



DOCUMENT INFORMATION SHEET

Title of Document : *Baseline Risk Assessment*

Type of Document : *Baseline Risk Assessment for the NDPW Infrastructure projects in various Province across the Country*

Document Number : *CDC-SBU-SPC-058-24*

Prepared by : *Siseko Gwavu*

Typed by : *Siseko Gwavu*

Business Unit : *SBU*

Prepared for : *Bidders*

Date of Issue : *11 July 2024*

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DOCUMENT CONTROL SHEET

The purpose of this form is to ensure that documents are reviewed and approved prior to issue. The form is to be bound into the front of all documents released by the Coega.


PROJECT NAME : *Baseline Risk Assessment for the NDPW Infrastructure projects in various Province across the Country*

DOCUMENT TITLE : *Baseline Risk Assessment*

DOCUMENT No. : *CDC-SBU-BRA-058-24*

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by the Procedure for Control of Documented Information.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 11 July 2024	Name: Siseko Gwavu Signature:	Name: Siyabulela Mabi Signature:	Name: Simphiwe Silwana Signature:
	<small>Digitally Signed by: Siseko Gwavu SHE Programme Manager 7c54b8f6-e79c-49c9-b0fa-92ffb296ce62 IP Address: 10.0.30.81 Date: 2024/07/22 1:52:48 PM</small>	 <small>Siyabulela Mabi d0872682-5106-4ae5-8c5e-6fa0aebc7652 2024/07/22 5:39:51 P</small>	<small>Digitally Signed by: Simphiwe Silwana Sustainability Manager- HSE & Social Impact d94c9186-b4f9-4805-8512-de16421e38bc IP Address: 10.0.56.39 Date: 2024/07/23 7:47:53 AM</small>

Distribution:	Coega Development Corporation
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This document, and the information or advice which it contains, is provided by the Centre of Excellence Business Unit solely for the use by the Board of Directors of the Coega Development Corporation (Pty) Ltd and Coega and for reliance by its Executive Management and the Board in performance of that Business Unit's duties.

CLIENT: NATIONAL DEPARTMENT OF PUBLIC WORKS INFRASTRUCTURE (NDPWI)

PROJECT: NDPW INFRASTRUCTURE PROJECTS IN VARIOUS PROVINCES ACROSS THE COUNTRY

IMPLEMENTING AGENT (IA): COEGA DEVELOPMENT CORPORATION

CLIENT CONSTRUCTION BASELINE RISK ASSESSMENT

The intended scope of works is entailed in the RFP document, mainly focusing on the intended construction work of infrastructure in various Provinces across the Country. The works order entails of construction, repairs, maintenance, refurbishments, additions, upgrades, renovations of infrastructure across the provinces i.e. **EC, FS, NC, NW, WP, GP, MP**. The scope will include the following activities but not limited to –

Site Area

- Site Establishment inclusive of separating construction area with the operations of the activities
- Loading and Offloading
- Control of access to public and staff on site
- Security
- Access to services and protection thereof
- Decanting

Excavation Works

- Protection of species i.e. flora, fauna and heritage resources
- Site clearance
- Digging of trenches
- Backfilling of trenches

Building Works

- Demolition of some existing structures
- Brick and plastering work
- Glazing
- Joinery
- Working on heights
- Electrical installation
- Mechanical installation
- Handling of Asbestos Roof Sheeting and products (where applicable).

Plants/Equipment

- Use of concrete mixer
- Use of plant equipment
- Use of hand and explosive tools
- Use of lifting equipment
- Use of scaffolding/suspended platforms
- Use of construction vehicles (Inclusive of bakkies)

Environment

- Management and handling of different waste categories
- Use of construction water and portable water
- Working during inclement weather
- All health hazards that can be present during any of the above activities and should include individual dusts, gases, fumes, vapours, noise, extreme temperatures, illumination, windspeed, vibration and ergonomic hazards.
- Landscaping and rehabilitation of disturbed areas

The risk profile is identifying the key areas of risk exposure that the Implementing Agent is highlighting to be considered by the respective Designers and Contractors as part of the construction, design, or operations of the units: The item on the risk profile are linked and a legal framework for compliance to such have been identified in the controls and SHE specification but not limited to:

- Constructing in a green or brown fields area within the Provinces
- Consideration of the environmental impact assessment to be prioritize especially on green fields
- Protection of species to be implemented e.g., flora, fauna etc
- Inclement weather conditions
- Exposure to moving equipment and interaction with other contractors
- Earth works and excavations
- Exposure to hot sources
- Dust, noise, vibration exposure
- Manual handling & related ergonomic stressors
- Working at heights, structural frame erections and roof sheeting
- Lifting and lowering operations
- Grinding and cutting operations
- Electrical and mechanical installation
- Handling and storage of chemicals
- Ventilation limitations
- Illumination limitations
- Heat and Fire exposure

- Stacking and racking exposure
- Waste exposure and handling
- Safe walks and driveways onsite
- Commissioning risk exposures

The risks identified in this assessment relates to the IA's duties, the Designers and Contractors appointed on these projects will be required to develop a detailed baseline risk assessment on the risk exposures experienced on site and relevant to the project scope of works

No	Processes	Potential Hazards	Risk
	Lack of SHE planning and implementation	Not prioritizing SHE requirements at the appropriate stage of the project by internal and external teams	Negative impact on the client, possible cost implication for the identification of changes as required from an SHE compliance requirement. Project delays and legal liability
		Late of CHSP representatives for the project	Legal liability as a result of the risk not being adequately identified, managed and controlled on the project
		No pre-construction SHE management approvals conducted	Legal non-conformances and project delays resulting into cost implication
	Known/unknown services for water, electricity and sewer	Electrocution, sewer/water leaks	Disruptions to the project, shock, burns, death,
	Lack of geotechnical soil information knowledge	Excavations collapse and incorrect design rational used	Injuries, fatal, structural faults and property damages
	Poor management of social -economic risks	Exposure to unrest, crime on site	Injuries, damages and theft

No	Processes	Potential Hazards	Risk
	Access and transport on and to site	Unsafe transportation, lack of adequate traffic control and road worthiness of vehicles.	Motor vehicle accident and fatalities. Personal injuries of non-construction workers due easy unauthorized access.
	Site camp erection & dismantling	Rigging – off loading- placement of containers and machinery	Falling objects - Sliding objects Cuts and lacerations – crush injuries
	Off-loading equipment, machinery, materials	Manual rigging and crane operations- rigging- movement of equipment	Falling and moving objects or machinery Ergonomic strain, crush, death
	Stacking & Storage	Moving storage or stacks (pipes, bricks)- picking off stacks	Falling objects or machinery- crush injuries
	Bush Clearing	Moving machinery, dust, and noise nuisance, snakes etc	Accidents, dust inhalation and NIHL, bites
	Protected flora and fauna	Illegal hunting of species or removal of red listed, as per the environmental legislations	Environmental non-conformance
	Grubbing and aggregate placement	Mobile plant and truck movement dust	Crush accidents- dust inhalation
	Layer earth works	Transportation, traffic control	Motor vehicle accident and fatalities
		Use of compaction plant	Crush injuries- noise - vibration
	Dust exposure	Construction activities generating dust	Respiratory irritation- silica induced illness, poor visibility on site

No	Processes	Potential Hazards	Risk
	Noise exposure	Construction activities generating noise	Noise induce hearing loss
	Whole Body and hand vibration	Mobile plant operations, using vibrating electrical or mechanical equipment	Whole body Vibration back and muscular strain
	Exposure to radioactive source	Exposure and use to radioactive source	Acute radiation
	Excavation works.	Working inside unsafe excavations, no barricading to prevent employees from falling into excavation, signage displayed – lack of warning indicator	Falling into excavation, deaths, serious injuries. Excavation collapse
	Pipe laying and road works	Unsafe lifting and lowering into excavations, mobile plant operations, dust, open excavations	Falling loads, falling into excavations, dust inhalation
	Waste management	Waste accumulation, risk of fire, pollution, unauthorized dumping within the districts	Construction rubble polluting the environment, illegal dumping
	Plant repair and maintenance of plant and machinery	Mechanical risks: mobile parts, gravity energy, hydraulic or coil energy, nip points	Severe to fatal injuries
	Exposure to elements and environment	Sun, wind, temperature, emissions	Skin cancer, heat exhaustion, lung cancer etc
	Temporary Flammable Stores	Inadequate temporary flammable store,	Fire risk resulting into property damage and injury to people

No	Processes	Potential Hazards	Risk
	Hauling of vegetation and soil material	Unauthorized clearing of vegetations and soil material, illegal dumping without approval by Agent and the CDC.	Pollution into the environment, illegal dumping
	Mobile plant operations	Mobile plant and truck movement	Accidents/Incidents
	Concrete works	Handling cement, concrete, heavy objects	Skin, eye chemical insult, ergonomic strain
	General construction work, brick laying, carpentry etc	Hand tools- small portable electrical tools- manual handling- sharp articles –electricity	Hand-, eye injuries, crush injuries, noise exposure, dust exposure –ergonomic strain –electrical shock - fire
	Temporary work operations.	Collapse, incorrect temporary works erections Wind affecting the temporary work structures	Serious injuries- multiple persons- fatality
	Construction in operation	Hazardous activities and construction vehicle exposures, open trenches	Injuries to members of the public or community and users
	Structural steel erection	Ergonomic hazards Collapse Wind risk during erection affecting the material handling & temporary work structures Fall risks, drop risks	Strains Serious injuries- multiple persons- death
	Installation of Roofing, Ceiling	Ergonomic hazards Collapse of structure	Strains Serious injuries- multiple persons- death

No	Processes	Potential Hazards	Risk
		Wind risk affecting the material handling of roof- and cladding sheets Fall risks, drop risks	
	Public Health and Safety, constructing at an operational area	Construction to be separated from the members of the public, construction material falling from heights, obstructing path and walk ways, unsafe site conditions	Scratches, fractures, skin, eye, respiratory impact, falls,
	Working at heights, placement of windows and air vents	Ergonomic hazards Collapse Wind risk affecting material handling of roof- and cladding sheets	Strains Serious injuries- multiple persons- fatality
	Electrical work.	Unsafe electrical exposure	Electrocution, Fatality, damage to property due to fire
	Mechanical works	Unsafe mechanical exposure	Entanglement, serious injuries
	Use of ladder	Collapsing –fall -drop	Severe injury- fatality
	Use of chemical substances	Cement-dust, diesel, Paint	HCS-specific illness

No	Processes	Potential Hazards	Risk
	Demolition work. If required due to inadequate building quality	Exposure to unknown hazardous sources, structural collapse	Severe injury and fatality
	Community unrest	Unforeseen unrest from community members	Property damage, project delays
	Road usage and cleaning	Unsafe constructive vehicle operations,	Injuries to pedestrians and members of the public.
	Laydown areas	Delivery of construction material and equipment to site, incorrect storage of equipment's and material	Obstruction for operations and damaged to existing infrastructure
	Painting	Usage of paint and painting at heights	Fume inhalation, falling from heights

ANNEXURE B

Acknowledgement:

I, _____ representing _____ Principal Contractor have satisfied myself with the content of the Baseline Risk Assessment (BRA) and shall ensure that the personnel and other people visiting site comply with all relevant obligations in respect thereof.

Signature of Principal Contractor

Date

Signature of Agent

Date

ANNEXURE M:

PROPOSED WORK PROGRAMME AND METHODOLOGY

The bidder shall affix to this page:

Its proposed programme and methodology indicating as a minimum:

- (a) Commencement Date;
- (b) Conduct and Completion of Condition Assessment of the 53-lifts
- (c) Repairs and Maintenance of the lift.
- (d) Overall Anticipated Resources (People and Equipment)

ANNEXURE N

SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The Tenderer shall list below the projects of a similar nature and highest value awarded to him over the last 5 years.

Details of contactable references for each project listed must be included. At least three (3) traceable CLIENT references must be provided.

Contractors **MUST** attach appointment letter, completion certificates from previous employers or consultants that they have worked with. This information is essential to the award of the Contract.

EMPLOYER (Name, Tel No and Fax No)	(Name, Tel No and Fax No)	NATURE OF WORK	VALUE OF WORK	YEAR OF COMPLETION

SIGNATURE: **DATE:**
(of person authorised to sign on behalf of the Tenderer)

FORM N (CONTINUE): SCHEDULE OF CURRENT CONTRACTS

The Tenderer shall list below the current projects awarded to his company.

Traceable and contactable references for each project listed must be included.

Contractors **MUST** attach appointment letters. This information is essential to the award of the Contract.

EMPLOYER (Name, Tel No and Fax No)	LEAD CONSULTANT (Name, Tel No and Fax No)	NATURE OF WORK	VALUE OF WORK	EXPECTED COMPLETION DATE

SIGNATURE: **DATE:**
(of person authorised to sign on behalf of the Tenderer)

ANNEXURE O

DRAFT SLA



**AGREEMENT FOR PROVISION
OF SERVICES**

Entered into by and between

**COEGA DEVELOPMENT CORPORATION
(PTY) LTD**
Registration No. 1982/003891/07
("the Client")

And

NAME OF THE SERVICE PROVIDER
Registration No.
("the Service Provider")

SCHEDULE

1.	Service Provider	Service Provider Name: Registration No.: Click here to enter text.
2.	Contract Name / Service Provided	Lift Maintenance –
3.	Contract Number	CDC/11/26
4.	Initial Period of Agreement	Commencement Date: TBC Termination Date: TBC Period in months: 30
5.	Extension Period (s) available	Shall be dealt with in line with Clause 5 of this Service Level Agreement
6.	Period for Payment of Fees by Client	Thirty (30) calendar days from date of receipt by the Client of a correct invoice from the Service Provider
7.	Place for Delivery of Invoices	Tshwane Office - 179 Lunon Road, 2 nd Floor, Lourie Place, Hillcrest Office Park, Lynwood, Tshwane, 0083. OR BY EMAIL (TBC)
8.	Place of Payment	Bank Name: Account Holder: Click here to enter text. Account Number: Branch Code: Reference:
9.	Service Provider representative's contact details for purposes of this Agreement	Contact Person: Telephone Number: Cell phone Number: Email:
10.	Client representative's contact details for purposes of this Agreement	Contact Person: Telephone Number:

		Cell phone Number: Email:
11.	Service Provider's Address for Legal Processes	Attention: Physical Address: Postal Address: Click here to enter text.
12.	Client's Address for Legal Processes	Attention: Physical Address: Postal Address: Email:
13.	Dispute Resolution Body	Association of Arbitrators (Southern Africa) Physical Address: 3 rd Floor, Sandown House Norwich Close (off 5 th Street), Sandown, Johannesburg, 2196 Phone: +27 11 884 9164 Fax: +27 11 884 9167 Email: june@arbitrators.co.za
14.	Annexures forming part of Agreement	Annexure "A" – General Terms and Conditions of Service Annexure "B" – Scope of Services Annexure "C" – Fees Annexure "D" – Company Entity Competency Annexure "E" – Organogram Annexure "F" – CVs for Key Personnel Annexure "G" – Response Time Annexure "H" – Health & Safety File Annexure "I" – Insurance Annexure "J" – Performance Evaluation

SIGNED on behalf of **the Client** at: _____ on the ____ day

of _____ **20** _____ in the presence of the undersigned witnesses:

AS WITNESSES:

1. _____

Name:

for: **COEGA DEVELOPMENT CORPORATION (PTY) LTD**

2. _____

Name:

Full Name:

Designation:

who warrants that he/she is duly authorised

SIGNED on behalf of **the Service Provider** at: _____ on the ____ day

of _____ **20** _____ in the presence of the undersigned witnesses:

AS WITNESSES:

1. _____

Name:

for: **SERVICE PROVIDER**

2. _____

Name:

Full Name:

Designation:

who warrants that he/she is duly authorised

GENERAL TERMS AND CONDITIONS OF SERVICE

1 DEFINITIONS

1.1. Unless inconsistent with the context, in this Agreement the following words have the meanings assigned to them below:

- 1.1.1. "**Agents**" means directors, employees, officers, Professional Advisors, contractors;
- 1.1.2. "**Agreement**" means the Schedule and all annexures thereto including these general terms and conditions of service, as amended from time to time;
- 1.1.3. "**Business Day**" means any day other than a Saturday, Sunday or official public holiday in South Africa between the hours of 07h00 am and 17h00 pm.
- 1.1.4. "**Calendar Day**" means any day of the week including weekends and public holidays;
- 1.1.5. "**CDC Clients**" means the third parties who have contracted the Client to undertake one or more services;
- 1.1.6. "**Client**" means Coega Development Corporation (Pty) Ltd (Registration number: 1982/003891/07), a private company duly established and incorporated in terms of the company laws of the Republic of South Africa, the principal place of business being Coega IDZ Business Centre, Corner Alcyon Road & Zibuko Street, Zone 1, Coega IDZ, Port Elizabeth;
- 1.1.7. "**Commencement Date**" means the date stipulated in *item 4 of the Schedule*, being the date on which this Agreement becomes of full force and effect;
- 1.1.8. "**Confidential Information**" means:
 - 1.1.8.1. the terms of this Agreement;
 - 1.1.8.2. any Information:
 - 1.1.8.2.1. which is a trade secret or proprietary in nature used in relation to the technology, business, marketing products, processes, services or operations of a Party;
 - 1.1.8.2.2. of a trade, commercial and financial information nature;
 - 1.1.8.2.3. acquired by either Party solely as a result of, or for the purpose of providing the Services;
 - 1.1.8.3. any Information designated as confidential by either Party;
 - 1.1.8.4. any Intellectual Property; and
 - 1.1.8.5. any Work;

- 1.1.9. **“Data Subject”** means the person to whom Personal Information relates;
- 1.1.10. **“Default Interest Rate”** means the rate of interest at which all overdue amounts payable by the Client in terms of this Agreement will attract interest;
- 1.1.11. **“Deliverable”** refers to anything in writing or otherwise tangible (whether in hard copy or electronic format) created or prepared by the Service Provider as part of the Work;
- 1.1.12. **“Discloser”** means the Party disclosing or granting access to Information;
- 1.1.13. **“Fees”** means the fees charged by the Service Provider for the Services as set out in this Agreement;
- 1.1.14. **“Information”** means any information which as generally understood, source codes, reports, notes, working papers, emails, designs, techniques, models, templates, generalized features of the structure, sequence and organization of software, user interfaces, screen designs, methodologies, presentations, spreadsheets, materials, data, technologies, programmes, processes, records, whether in hard copy or electronic format;
- 1.1.15. **“Initial Period”** means the period indicated in *item 4 of the Schedule*, being the period of the Agreement prior to any Extension Period;
- 1.1.16. **“Intellectual Property”** means any Information of a proprietary nature in relation to the technology, business, processes, services or operations of a Party, including any patent, trademark, logo or design, which has been registered or is capable of being registered in any national intellectual property office or association, as well as any copyrightable works, trade secrets and know-how;
- 1.1.17. **“Parties”** means the Client and the Service Provider collectively, and **“Party”** shall refer to either of them as the context indicates;
- 1.1.18. **“Personal Information”** means Information relating to an identifiable, living, natural person, and where it is applicable, an identifiable, existing juristic person, including, but not limited to:
- 1.1.18.1. information relating to the race, gender, sex, pregnancy, marital status, national, ethnic or social origin, colour, sexual orientation, age, physical or mental health, well-being, disability, religion, conscience, belief, culture, language and birth of the person;
 - 1.1.18.2. information relating to the education or the medical, financial, criminal or employment history of the person;
 - 1.1.18.3. any identifying number, symbol, e-mail address, physical address, telephone number, location information, online identifier or other particular assignment to the person;

-
- 1.1.18.4. the biometric information of the person;
 - 1.1.18.5. the personal opinions, views or preferences of the person;
 - 1.1.18.6. correspondence sent by the person that is implicitly or explicitly of a private or confidential nature or further correspondence that would reveal the contents of the original correspondence;
 - 1.1.18.7. the views or opinions of another individual about the person; and
 - 1.1.18.8. the name of the person if it appears with other personal information relating to the person or if the disclosure of the name itself would reveal information about the person;
 - 1.1.19. **“Place of Payment”** means the account into which the Client shall make payments to the Service Provider in terms of this Agreement;
 - 1.1.20. **“Professional Advisors”** means the Parties’ appointed attorneys, auditors and other professional or transaction advisors from time to time;
 - 1.1.21. **“POPI Act”** means the Protection of Personal Information Act No. 4 of 2013 (as applicable) together with any regulations issued in terms thereof;
 - 1.1.22. **“PPPFA Regulations”** means the regulations issued in terms of the Preferential Procurement Policy Framework Act No.5 of 2000;
 - 1.1.23. **“Purchase Order”** means the purchase order or request to purchase document issued by the Client to the Service Provider, either with or after an SOP, RFQ or RFP, for placing an order with the Service Provider for the Services and which may contain details on the applicable Fees and Specifications;
 - 1.1.24. **“Receiver”** means the Party receiving, or to whom Information is disclosed;
 - 1.1.25. **“RFQ”** means a request for quotation as may have been dispatched by the Client to the Service Provider prior to the conclusion of this Agreement;
 - 1.1.26. **“RFP”** means a request for proposal which is a formal document as may have been issued by the Client requesting a proposal from the Service Provider prior to the conclusion of this Agreement;
 - 1.1.27. **“Scope of Services”** means the Information regarding the Services which fully describes certain minimum standards and requirements regarding the Services as indicated in **Annexure “B”**;
 - 1.1.28. **“Services”** means the services to be provided by the Service Provider to the Client in terms of this Agreement;
 - 1.1.29. **“Service Provider”** means the Party from whom the Client procures the Services in terms of this Agreement whose details are reflected in *item 1 of the Schedule*;

- 1.1.30. "**Signature Date**" means the date of signature of this Agreement by the Party signing last in time;
- 1.1.31. "**SOP**" means a summary of procurement document issued by the Client;
- 1.1.32. "**South Africa**" means the Republic of South Africa as defined in the Constitution of the Republic of South Africa Act No. 108 of 1996;
- 1.1.33. "**VAT**" means Value Added Tax as per the Value Added Tax Act, No. 89 of 1991 (as amended) or any similar tax which is imposed in place of or in addition to such tax;
- 1.1.34. "**Work**" means the work that the Service Provider performs, creates or prepares either alone, with the support of any sub-contractors or with the Client in rendering the Services, which work includes Deliverables, output, processes, procedures, investigations, notes, working papers, recordings, models, advice, findings or recommendations, whether in draft or final form, in writing or orally.

2 INTERPRETATIONS

- 2.1. The headings of clauses in this Agreement are inserted for reference and convenience purposes only and shall not affect the interpretation of any of the provisions to which they relate.
- 2.2. Words importing the singular shall include the plural and vice versa and words importing the masculine gender shall include feminine gender and words importing persons shall include corporate persons.
- 2.3. Where a number of days is prescribed, it shall consist only of Business Days and shall be reckoned exclusively of the first and inclusively of the last day (first out, last in).
- 2.4. The rule of interpretation that the contract be interpreted against the Party responsible for the drafting or preparation of the contract shall not apply to this Agreement.
- 2.5. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail.
- 2.6. Words which are defined in this Annexure "A" shall have the same meaning throughout this Agreement including any annexures or amendments hereto, unless otherwise indicated.
- 2.7. The use of the words "includes" or "including" followed by a specific example(s) shall not be construed as limiting the meaning of the general wording preceding it and the *eiusdem generis* rule shall not be applied in the interpretation of such general wording or such specific example(s).
- 2.8. Any reference to legislation is to such legislation as at the Signature Date.

3 APPOINTMENT

- 3.1. The Client appoints the Service Provider to provide the Services to the Client in accordance with the provisions of this Agreement.
- 3.2. The Service Provider accepts such appointment thereby binding itself to the Client and undertakes to provide the Services in accordance with the terms and conditions of this Agreement.
- 3.3. The contract number assigned to this Agreement is as set out in item 3 of the Schedule and shall be quoted by the Service Provider in all correspondence with the Client in respect of this Agreement.

4 BASIS OF APPOINTMENT

- 4.1. The Parties acknowledge that no partnership, joint venture, employment or relationship other than that of independent principals, shall come into existence between them by reason of the conclusion of this Agreement.
- 4.2. The relationship between the Parties shall be one of good faith and each Party therefore undertakes to observe good faith towards the other, and to act reasonably with respect to matters that relate to this Agreement.
- 4.3. The Parties acknowledge that neither shall have any right, at any time during the period of this Agreement to represent itself as the other Party nor to pledge its credit nor to enter into any contracts or undertakings nor to give any warranties nor to make any representations whatsoever which may, in any way, be binding upon the other Party without such Party's written consent.

5 DURATION

- 5.1. This Agreement shall, notwithstanding the Signature Date, commence on and endure for the period indicated in *item 4 of the Schedule*, subject to terms and conditions of this Agreement dealing with termination.
- 5.2. Notwithstanding the above, this Agreement shall be applicable in respect of any Services rendered by the Service Provider prior to the Signature Date or Commencement Date.
- 5.3. The Parties may, by mutual agreement, extend the term of this Agreement for a further period *in line with the relevant legislation and CDC processes*. The Party wishing to extend the term of this Agreement ("*Notifying Party*") shall give written notice to the other Party ("*Receiving Party*") to this effect. If the Receiving Party, upon receipt of the written notice from the Notifying Party, notifies the Notifying Party in writing that it consents to the extension of the term of this Agreement, this Agreement will be extended for a further period as agreed. No extension shall be valid unless it is reduced into writing and signed by the Parties.
- 5.4. All Services rendered during the Extension Period shall, with the exception of the Fees and/or

Prices which may be subject to further negotiation between the Parties, continue until completed by the Service Provider on the same terms as set out in this Agreement, unless otherwise agreed by the Parties.

6 FEES

- 6.1. The fees payable by the Client to the Service Provider for the Services shall be as set out in **Annexure "C"** hereto and shall be paid within the period indicated in *item 6 of the Schedule* from date of receipt of the correct invoice by the Client.
- 6.2. In addition to any other requirements identified under **Annexure "C"**, each invoice supplied by the Service Provider shall provide details of all work done and is to be accompanied by supporting documents entitling the Service Provider to claim for the invoice amount. Unless indicated in **Annexure "C"**, the Service Provider must request and the Client shall advise the Service Provider of the details required as part of the supporting documents.
- 6.3. Unless the Parties arrange otherwise, the Service Provider is to deliver, or arrange for the delivery of, all invoices to the Client's document control office located at the place indicated in *item 7 of the Schedule*. The date on which the correct invoice is stamped receipt by the Client's document control office shall be regarded as the date of receipt of the invoice by the Client for purposes of calculation of the period of payment for this Agreement.
- 6.4. The Client shall make all payments in terms of this Agreement into the Place of Payment as set out in *item 8 of the Schedule*.
- 6.5. Should the Client dispute any invoice or amount in an invoice submitted by the Service Provider, the Client must notify the Service Provider of the disputed amount or invoice and the reasons for the dispute within five (5) Business Days of receipt of the disputed invoice, failing which the Client shall be deemed to have accepted the invoice as correct, due and payable as from the date of receipt.
- 6.6. Where the Client rejects an invoice as incorrect for not complying with the terms of this Agreement, the Service Provider shall revise the invoice and resubmit the correct invoice. The date of stamped receipt of the revised invoice shall be used by the Client for calculation of the payment period.
- 6.7. The Client shall be entitled to withhold payment with reasons in respect of any disputed invoice or amount in an invoice, provided that the Client shall be liable to pay interest at the Default Interest Rate on any overdue disputed amount which is finally determined in favour of the Service Provider.
- 6.8. If the Client disputes and/or withholds payment of an amount in excess of fifty percent (50%) of any invoice, the Service Provider shall be entitled to suspend the rendering of the Services until the dispute has been resolved and all outstanding amounts have been paid to the Service Provider.

- 6.9. The Service Provider shall be entitled to suspend its Services during any period in which its Fees are overdue but, despite written demand, remain unpaid by the Client.

7 OBLIGATIONS OF THE SERVICE PROVIDER

- 7.1. The Service Provider:

- 7.1.1. shall perform the Services in accordance with the scope of services set out in **Annexure "B"**;
- 7.1.2. Within **one (1) month of appointment**, establish and maintain a maintenance **site register or record book** located in the machine room. This register shall record all service procedures, site visits, stoppages, breakdowns, planned repairs, and safety-related equipment tests and inspections.

The register shall remain the **property of Department of Public Works and Infrastructure (DPWI)** and shall be kept in the motor room for **a minimum period of ten (10) years**, as required by the Occupational Health and Safety Act, 1993.

- 7.1.3. designate an official or individual to be the Service Provider's representative and liaison person between the Client and the Service Provider in respect of this Agreement;
- 7.1.4. undertakes that the Services shall be performed by it or those individuals identified by it during the procurement process and its obligations shall not be sub-contracted and/or its rights assigned to a third party except with the prior written consent of the Client;
- 7.1.5. undertakes to exercise reasonable skill, care and diligence in the performance of its duties hereunder with regard to delivery of the Services;
- 7.1.6. maintain full and proper records of all Services provided to the Client in terms of this Agreement;
- 7.1.7. during the performance of its duties hereunder, shall make itself available, on reasonable advance notice by the Client, for consultation with the Client and with any of its Professional Advisors for discussion and for giving of advices and assistance with regard to any aspect of the Services. Such consultations shall be held at pre-arranged times during normal business hours and, if mutually agreed upon, outside of such hours either at the place where the Services are to be or being rendered or any other convenient venue as agreed by the Parties.

8 OBLIGATIONS OF THE CLIENT

- 8.1. The Client shall:

- 8.1.1. comply with its obligations in terms of this Agreement; and
- 8.1.2. designate an official or individual to be the Client's representative and liaison person

between the Client and the Service Provider in respect of this Agreement.

9 VARIATION OF SERVICES

- 9.1. The Client shall be entitled to vary the scope of the Services to be rendered from time to time, provided that each such variation shall be in keeping with the original objective of this Agreement. Notice of each variation, accompanied by such change in the Specifications as may be reasonably required in relation thereto, shall be given by the Client to the Service Provider within a reasonable period of time before the variation is required to be implemented or as may otherwise be mutually agreed between the Parties in writing.
- 9.2. The Service Provider shall be entitled to such further period or periods of time as may be reasonably required for the completion of its Work in so far as such completion is delayed by reason of any variations being made by the Client in terms of this clause. Such further period or periods are to be mutually agreed between the Parties in writing prior to the Work being undertaken.
- 9.3. The Service Provider will, prior to the performance of any variation, deliver to the Client a detailed proposal and calculation setting out in sufficient detail the activities to be undertaken by the Service Provider, the costs and fees to be charged in respect of such activities and the time which each of the activities will take to complete.
- 9.4. Upon receipt of the aforesaid proposal, the Client shall advise the Service Provider whether it agrees with the proposal in its entirety or whether it requires any changes to the proposal.
- 9.5. Should the Client advise in writing that it agrees with the proposal, the proposal will be incorporated into this Agreement as an annexure and govern the activities, timelines and costs and fees with respect to the varied services.
- 9.6. Should the Parties fail to agree in writing to any aspect of any proposal or counter proposal, the Service Provider shall not be obliged to undertake such services.
- 9.7. The Client shall not be liable to pay for any Work in respect of varied services undertaken by the Service Provider unless such Work has, prior to the commencement thereof, been agreed to in writing by the Client's representative in respect of its scope, timelines, fees and costs thereof.

10 AGENTS

- 10.1. The Service Provider shall ensure that the Agents utilized by it from time to time in terms of this Agreement shall have the requisite skills and experience for the role which such Agents are required to perform under this Agreement.
- 10.2. The Parties shall, where the Services requires specialized knowledge, experience or skills, conduct an exercise in order to identify and designate the Service Provider's Agents whose positions are critical to the provision of the Services ("Key Agents").

- 10.3. In the event of departure of any of the Key Agents, the Service Provider shall promptly inform the Client and indicate how it shall ensure that the Delivery of the Services is not affected. The Service Provider may engage a replacement who is equally or better qualified to perform the duties of the Key Agent, subject to the Client's approval of such replacement, which approval shall not be unreasonably withheld. The Client's approval in this instance shall not constitute an approval of the appointment of the replacement within normal employment processes but relates to their specific assignment to the provision of the Services.

11 REPRESENTATIVES FOR THIS AGREEMENT

- 11.1. The Parties' representatives for purpose of the implementation of this Agreement shall be the individuals identified by them in *item 10 of the Schedule (Service Provider)* and *item 11 of the Schedule (Client)*.

12 SUB-CONTRACTING

- 12.1. The Service Provider shall not sub-contract any part of the Services without the Client's prior written approval of such sub-contract.
- 12.2. In the event of the Client consenting to the use of sub-contractors by the Service Provider, the Service Provider acknowledges that:
- 12.2.1. it shall not be relieved of its obligations under this Agreement as a result of its use of the any sub-contractors;
- 12.2.2. it shall be jointly and severally liable with each sub-contractor for any act or failure to act by such sub-contractor including a failure to meet any agreed service levels;
- 12.2.3. the sub-contract shall be on terms which are in line with this Agreement and the Client may, at any time, request to review the sub-contract. In addition, the Service Provider shall ensure that the sub-contract complies with all the Client's specifications in relation to sub-contracts, where such have been specified by the Client during the conclusion of this Agreement;
- 12.2.4. the Client may, at any time, request information relating to the sub-contractor's performance. Notwithstanding, the Service Provider shall be required to report to the Client on the performance of the sub-contractor as part of the reporting requirement which the Service Provider itself is required to meet with the Client in terms of this Agreement. The report shall highlight any areas of repeated underperformance in terms of achieving targeted service levels;
- 12.2.5. should the Client determine that the performance or conduct of any sub-contractor is unsatisfactory, the Client may notify the Service Provider and request for steps to be taken by the Service Provider in order to remedy the underperformance in accordance with the terms of the sub-contract. The Service Provider shall be bound to regularly

update the Client on the progress made by the sub-contractor in remedying the underperformance.

13 SERVICE LEVELS AND PERFORMANCE REVIEW

- 13.1. The Parties shall agree on service levels by which the Service Provider's performance, in terms of this Agreement, is to be monitored and measured and which will form part of this Agreement.
- 13.2. The Service Provider shall report on its performance against the service levels to the Client on a monthly or quarterly basis, as indicated by the Client.
- 13.3. If the Service Provider fails to meet any of the agreed service levels, the Service Provider shall:
 - 13.3.1. investigate and report the root cause for the failure;
 - 13.3.2. advise the Client of the status of remedial efforts being taken with respect to such problems; and
 - 13.3.3. take preventative appropriate measures so that the problem does not occur.
- 13.4. In the event of the Service Provider's failure to meet the agreed service levels, the Client shall have the right to recover, in accordance with this Agreement, damages incurred by the Client, or to seek other remedies to which it may be entitled, as a result of such failure.
- 13.5. Where the Service Provider's Services extend to the Tenants and/or CDC Clients, the review of the Service Provider's performance shall extend to those Services which are provided to such Tenants and/or CDC Clients. The Parties shall jointly review the Service Provider's performance with the Tenants and/or CDC Clients as part of the performance monthly or quarterly review.
- 13.6. The Service Provider shall be excused from failing to meet any service levels to the extent that the Service Provider is able to reasonably demonstrate that such non-performance or delayed performance is caused by:
 - 13.6.1. the Client's acts, errors, omissions, or breaches of this Agreement, including, without limitation, any failure due to incorrect data and/or Information provided by the Client;
 - 13.6.2. infringements of third-party proprietary rights by the Client;
 - 13.6.3. willful misconduct or violations of the law by the Client;
 - 13.6.4. a *Force Majeure* Event;
 - 13.6.5. variation to the Services as a result of requests from the Client but which the Service Provider demonstrates are not supportable within the service levels under this Agreement;
 - 13.6.6. any failures or defects in software or hardware which is not under the control of the

Service Provider;

13.6.7. service failure due to third party service management interfaces.

13.7. The Parties will jointly review the service levels on a quarterly basis and mutually agree upon adjustment of any service level to reflect any improved performance capabilities associated with advances in the technology and methods used to perform the Services. The Client shall conduct monthly or quarterly performance review sessions using the Evaluation Form attached hereto as **Annexure J** in undertaking such reviews.

14 SERVICE MANAGEMENT INTERFACES

14.1. The Client/CDC Clients may from time to time appoint other service providers in order to provide other services which may either directly or indirectly affect those provided by the Service Provider in terms of this Agreement.

14.2. Where the Client/CDC Clients have contracted other service providers in this manner, the Client shall inform the Service Provider of such services, and the Parties shall assess the extent to which the third-party services interact with those of the Service Provider.

14.3. The Parties shall furthermore identify any dependencies between the Service Provider's Services and the third party services and these must be factored in when determining the service levels to which the Service Provider is required to abide by in terms of this Agreement.

15 INTERESTED PARTIES

15.1. The Parties shall identify and maintain an updated register of all interested parties of the Services.

15.2. "**Interested Parties**" in this context means third party stakeholders who may either affect, or be affected by, the implementation and continuation of the Services.

15.3. The purposes of the identification shall be to understand the needs and expectations of the Interested Parties.

15.4. The Parties shall develop a programme for the management of the relationships, such as the needs, expectations and requirements, and risks associated with the Interested Parties.

16 CONFIDENTIALITY AND NON-DISCLOSURE

16.1. The Parties acknowledge that they may in the course of this Agreement obtain Information with regards to the business of the other which is of a confidential nature and accordingly undertake that, both during and after the period of this Agreement, they will treat all Information received as being strictly confidential and will not disclose any of such Information to any third party save and except for disclosures:

16.1.1. to such of its employees and other persons to whom such Information must be disclosed for purposes reasonably connected with the Services; and/or

16.1.2. as may be required by law; and/or

16.1.3. as may be required to enable them to comply with the provisions of any law affecting any activities hereunder;

provided always that any person to whom any disclosure of the aforesaid nature is made shall, wherever reasonably practicable, be bound, before any such disclosure is made, by an obligation of confidentiality of the same nature as that provided for in this clause.

16.2. The Receiver undertakes:

16.2.1. not to divulge or disclose to any third party in any form or manner whatsoever, either directly or indirectly, any confidential information of the Discloser without the consent of the Discloser;

16.2.2. not to, directly or indirectly, detract from, expand on, amend, decompile, reverse engineer, use or exploit, permit the use of, or in any manner whatsoever apply the Confidential Information for its own benefit or the benefit of any other person or for any purpose whatsoever other than in accordance with the provisions of this Agreement;

16.2.3. to take all reasonable steps to assist the Discloser to regain possession of the Confidential Information or to prevent its further unauthorized use;

16.2.4. that all Confidential Information is and shall remain the property of the Discloser and that disclosure therefore does not grant the Receiver any express or implied license to use such Confidential Information or right other than as provided for in this Agreement.

16.3. The obligations of confidentiality set out in this clause 16 shall not extend to Information which-

16.3.1. is publicly known at the time of disclosure;

16.3.2. after disclosure, becomes publicly known, other than as a result of a breach of this Agreement;

16.3.3. a Party can show was known to it prior to its disclosure to it;

16.3.4. the Party can show was developed independently by any of its employees, affiliates, or by third parties at a time when they were not aware of the content of the Information disclosed to the other;

16.3.5. the Party can show was made available to it by a third party who had a right to make such disclosure and who shall not have imposed upon it any obligation of confidentiality or restricted use in respect thereof;

16.3.6. the Discloser approves in writing before release.

16.4. The Client may disclose in whole any product of the Services to its Professional Advisors for the purposes of the Client seeking advice in relation to the Services provided that when doing

so the Client informs them that:

16.4.1. disclosure by them (save for their own internal purposes) is not permitted without the Service Provider's prior written consent, and

16.4.2. the Service Provider accepts no responsibility or liability whatsoever and neither does the Service Provider owe any duty of care to them in connection with the Services.

16.5. The provisions of this confidentiality and non-disclosure clause 16 shall survive the termination of this Agreement for any reason and shall continue for a period of three (3) years beyond such termination.

17 PROTECTION OF PERSONAL INFORMATION

17.1. The contents of this clause 17 have been drawn in compliance with the provisions of the POPI Act and shall be applicable in the event of the Service Provider being exposed to, or accessing any Personal Information from the Information received by it from the Client.

17.2. In processing Personal Information, the Service Provider must:

17.2.1. process such information only with the knowledge or authorisation of the Client; and

17.2.2. treat Personal Information which comes to their knowledge as Confidential Information and must not disclose it, unless required by law or in the course of the proper performance of their duties.

17.3. The Service Provider shall not process the Personal Information for any purpose other than to provide the Services in terms of this Agreement.

17.4. The Service Provider shall notify the Client immediately where there are reasonable grounds to believe that the Personal Information of a Data Subject has been accessed or acquired by any unauthorised person.

17.5. Where the Service Provider is required to process any Personal Information on behalf of the Client, the Service Provider must secure the integrity and confidentiality of Personal Information in its possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:

17.5.1. loss of, damage to or unauthorised destruction of Personal Information; and

17.5.2. unlawful access to or processing of Personal Information.

17.6. In order to give effect to the provisions of clause 17.5, the Service must take reasonable measures to:

17.6.1. identify all reasonably foreseeable internal and external risks to Personal Information in its possession or under its control;

17.6.2. establish and maintain appropriate safeguards against the risks identified;

-
- 17.6.3. regularly verify that the safeguards are effectively implemented; and
- 17.6.4. ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards.
- 17.7. The Service Provider must have due regard to generally accepted information security practices and procedures which may apply to it generally or be required in terms of specific industry or professional rules and regulations.
- 17.8. The Service Provider shall bind its Agents with appropriate confidentiality obligations in relation to any Personal Information.
- 17.9. At the end of this Agreement, the Service Provider shall return all Personal Information that it has to the Client. If the Client so directs, the Service Provider must destroy the Personal Information in the Service Provider's possession or control which the Service Provider obtained from the Client.

18 INFORMATION SECURITY

- 18.1. The Service Provider is to maintain safeguards against the destruction, loss or alteration of the Client's Information in the possession of the Service Provider which are consistent with those written procedures established and in use by the Client and advised to the Service Provider from time to time. To the extent that any such procedures have not been established or are not as stringent, the Service Provider will maintain safeguards that are no less rigorous than those maintained by the Service Provider for its own Information of a similar nature.
- 18.2. Without limiting the generality of the above:
- 18.2.1. the Service Provider and its Agents shall not attempt to access, or allow access to any of the Client's Information to which they are not entitled under this Agreement. If such access is attained, the Service Provider shall immediately report such incident to the Client, describe in detail any accessed Information and return to the Client any copied or removed Information.
- 18.2.2. the Service Provider shall institute sound systems security measures with respect to any shared processing environment to guard against, identify and promptly terminate the unauthorized access, alteration or destruction of software and the Client's Information.
- 18.3. In the event of any of the Service Provider's Agents having any access to the Client's telecommunications network and/or physical facilities or buildings, the Agents shall be bound by the Client's policies and procedures dealing with the viewing, usage, storage, security and exchange of Information, telecommunications and general access, as implemented from time to time. The Service Provider must request a copy of same from the Client.
- 18.4. Where the Services are in the nature of an outsourcing arrangement and require that any of the Service Provider's employees have access to the Client's telecommunications

infrastructure network or other related facilities, the Service Provider shall, prior to such employees having access to the Client's network or facilities:

18.4.1. ensure that a background check is conducted on such employees. The Service Provider shall be bound to inform the Client in the event of any results which may pose a risk to the security of the Client. Insofar as such disclosure constitutes a confidential disclosure, the Client shall be bound by the same undertaking of confidentiality as set out in this Agreement relating to the treatment of Confidential Information and Personal Information;

18.4.2. conclude a confidentiality agreement with such personnel which is equivalent to the standard by the which the Service Provider is bound in terms of this Agreement.

18.5. The Service Provider shall not disclose the Client's Information to a sub-contractor unless and until such sub-contractor has agreed in writing to protect such Information in a manner substantially equivalent to that required of the Service Provider under this Agreement, and then only as necessary for the sub-contractor to perform its obligations under the sub-contract.

19 FORCE MAJEURE

19.1. If any event or combination of events adversely affects the ability of either Party to perform their obligations under this Agreement, arises from, or is attributable to, acts or events beyond the reasonable control of the Party whose ability is so affected, then the provisions of this clause 19 shall apply. Such events shall include, without derogating from the generality of the foregoing –

19.1.1. strikes, lock-outs and other industrial action taken by the employees of a Party or of any third party (whether or not the party against whom such action is taken could have avoided the same by acceding to the demands of the employees or third party responsible for such action);

19.1.2. civil commotion, embargo, governmental legislation or regulation, terrorist attacks, riot, invasion, war (whether declared or not), the threat of, or preparation for, war;

19.1.3. fire, explosion, acts of God, subsidence, epidemic or other natural physical disaster.

19.2. In the event that a Party is prevented or delayed in the performance of any of its obligations in terms of this Agreement as a result of an event of the nature referred to in clause 19.1, it shall:

19.2.1. immediately notify the other party of same, fully detailing the background to, and all relevant matters connected with, such event, together with such evidence thereof as it may reasonably be able to give and specifying the period for which such prevention or delay can reasonably be expected to continue; and

19.2.2. when it terminates, immediately give notice in writing thereof to the other Party.

19.3. If a Party has complied with its obligations in terms of this clause, it shall be excused from the performance of its obligations under this Agreement from the date of such notice until such event no longer pertains. However, should the period for which a Party has been excused as aforesaid exceed two (2) months, then the other Party shall be entitled to terminate this Agreement upon notice given to the excused Party to such effect.

19.4. Notwithstanding the existence of a force majeure event and/or termination of this Agreement as a result thereof, the Parties shall remain liable for their respective obligations which arose prior to such event, provided that where it cannot be ascertained when such event arose, the date of issue of the notice in terms of 19.2 by the affected Party shall be taken as the date of the force majeure event.

20 INTELLECTUAL PROPERTY

20.1. The Parties record that each Party has prior to the conclusion of this Agreement, created, acquired or otherwise obtained rights to its Intellectual Property. Each Party shall for the duration of this Agreement and thereafter retain the ownership of its own Intellectual Property.

20.2. Except where a license is expressly granted or where ownership is expressly transferred in writing, a Party shall acquire no right or interest in the Intellectual Property of the other Party.

20.3. The Client shall, upon payment of all monies due to the Service Provider, have right, title and ownership in any Intellectual Property Deliverable produced by the Service Provider pursuant to the Client's instructions in terms of this Agreement.

20.4. Any developments, modifications, improvements or enhancements to a Party's Intellectual Property arising from this Agreement will remain the property of that Party.

20.5. In the event of either Party requesting the use of the other Party's Intellectual Property outside the scope of this Agreement, this will be the subject of a separate agreement.

20.6. Each Party warrants that no aspect of its Intellectual Property lawfully utilized during this Agreement, will infringe the proprietary rights of any third party. In the event that the proprietary rights of any third party are infringed, the Party warranting ownership of or lawful rights to the Intellectual Property hereby indemnifies and shall hold harmless the other Party against any loss, claims, or expenses (including legal fees on the scale as between attorney and own client) from an aggrieved third party.

21 LIMITATION OF LIABILITY, INDEMNITY AND INSURANCE

21.1. Subject to clause 21.2, the total respective liability of the Parties in respect of a claim arising in terms of this Agreement (whether arising from negligence, breach of contract or otherwise howsoever) will be limited to **four times** the total Fees and/or Prices paid to the Service Provider in terms of this Agreement in the year immediately preceding that in which the event giving rise to the liability arises (or where such event arises in the first year of this Agreement,

the actual total Fees and/or Prices paid together with the projected fees for the remainder of the first year).

- 21.2. Subject to clause 21.4, in no event shall either Party be liable to the other Party for indirect or consequential loss or damage, loss of profits, business, revenue, goodwill or anticipated savings suffered by the other Party during the term of this Agreement.
- 21.3. The Contractor shall comply with all applicable laws and regulations, including but not limited to the Occupational Health and Safety Act 85 of 1993 and all regulations and standards issued by the South African Bureau of Standards applicable to lifts and escalators.
- 21.4. Neither Party excludes or limits liability to the other Party for death, personal injury caused by its proven gross negligence and/or willful misconduct or that of its Agents, for fraud or theft by it or its Agents.
- 21.5. The Contractor shall be liable for direct damages suffered by the Client arising from:
- proven negligence, omission, or breach of contract by the Contractor;
 - failure to perform maintenance services in accordance with agreed standards;
 - failure to identify and report defects that a reasonably competent contractor would have identified.
- 21.6. The Employer acknowledges that statutory obligations relating to the safe operation of the lift remain with the Employer as the “user” as defined in applicable legislation.
- 21.7. Nothing in this clause 21 will be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a Party.
- 21.8. Neither Party shall bring any claim personally against any individual director or employee of the other contracting Party in respect of loss or damage suffered by such Party or by other beneficiaries arising out of or in connection with this Agreement.
- 21.9. Notwithstanding any other legal requirement, neither Party shall be liable to the other for any claims arising in terms of this Agreement, unless such claim is brought before the expiry of the period of thirty (30) months calculated from date of termination of this Agreement for any reason whatsoever.
- 21.10. The indemnity limit of the Service Providers professional indemnity insurance is R10 million (inclusive of costs and excluding VAT).
- 21.11. The Service Provider shall be indemnified by the Client against third party liability claims that in total exceed the above limit of professional liability.

22 BREACH

22.1. The aggrieved Party shall deliver to the defaulting Party, a notice specifying the default event or events ("the specified default(s)") and demand that the specified default(s) be rectified within fourteen (14) days of delivery of the said notice in the following circumstances:

22.1.1. the Service Provider without reasonable cause, wholly or substantially suspends the provision of the Services as required in terms of this Agreement; or

22.1.2. the Service Provider fails to proceed regularly and diligently with its obligations under this Agreement; or

22.1.3. either Party fails to perform, keep, observe, meet or comply with any of the terms of this Agreement, where such failure has occurred persistently and which continues to occur or reoccur despite a breach notice, by the other to remedy the occurrence or reoccurrence; or

22.1.4. either Party abandons this Agreement or a material part of the Services without due cause; or

22.1.5. the Service Provider fails to perform, keep, observe, meet or comply with any of the terms of this Agreement where such failure has a material effect on the performance of the Services as a whole and such failure is an event which has occurred persistently or which, either by itself or in addition to other such failures, casts in the Client's reasonable opinion, serious doubt on the competence or suitability of the Service Provider to provide the Services which is required to be provided in terms of this Agreement; or

22.1.6. the Client fails to make payment of any non-disputed invoice issued by the Service Provider timeously.

22.2. If the defaulting Party continues with the specified default(s), then the aggrieved Party may, on the expiry of the fourteen (14) Calendar Days, by a further written notice delivered to the defaulting Party, immediately terminate this Agreement. Such termination shall take effect on the date of delivery or deemed delivery of such termination notice, and shall be without prejudice to any other rights which the aggrieved Party may then have.

23 TERMINATION

23.1. This aggrieved Party shall have the right, in addition to any other remedies provided for in this Agreement, to terminate this Agreement upon written notice to the other Party in the following circumstances:

23.1.1. either Party commits an act of insolvency within the meaning of section 8 of the Insolvency Act, No 24 of 1936;

23.1.2. either Party commits any other breach of the terms of this Agreement which is

incapable of being remedied.

- 23.2. Upon any termination pursuant hereto the Service Provider shall, at its cost, forthwith return to the Client any property in its possession which is owned or controlled by the Client and all records, including computer records, relating to the Services which may then be in its possession or under its control, save that the Service Provider may make and retain one copy of any material containing or relating to or pertaining to support any report, advice or opinion provided by the Service Provider to the Client.
- 23.3. Notwithstanding the above, either Party may terminate this Agreement by giving the other Party one (1) calendar months' written notice to that effect.
- 23.4. The expiration or termination of this Agreement shall not affect the provisions of this Agreement that expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the provision or clauses of this Agreement themselves may not expressly provide for this.

24 DISPUTE RESOLUTION

- 24.1. The Parties agree that it is in their best interest to resolve any matters of disagreement amongst themselves before resorting to legal remedies.
- 24.2. Should any disagreement arise between them arising out of or concerning:
- 24.2.1. the conclusion or existence of;
 - 24.2.2. the implementation of;
 - 24.2.3. the interpretation or application of any of the provisions of;
 - 24.2.4. any documents furnished by the Parties pursuant to the provisions of,
 - 24.2.5. this Agreement, either Party may give notice to the other to resolve such disagreement. Where such disagreement is not resolved within ten (10) Business Days of receipt of such notice it shall be deemed to be a dispute.
- 24.3. The Service Provider may refer the dispute to the Client's Complaints Management Committee Officer (CMC) in terms of the Client's Complaints Management Policy, a copy of which can be made available to the Service Provider by the Client on request. The Service Provider shall not be bound to refer the matter to the CMC and may upon expiry of the period indicated in clause 24.2 refer the matter for resolution in terms of clause 24.4.
- 24.4. Should the Parties fail for whatever reason to resolve the dispute within fourteen (14) Business Days of the dispute having been referred to the CMC, either Party may refer the dispute to mediation or arbitration.

- 24.5. In the event of the dispute being referred to mediation, the Parties shall jointly appoint a mediator to resolve any dispute. If the Parties do not agree otherwise, the mediator shall comprise of three persons. Where the dispute is submitted to mediation, the following shall apply:
- 24.5.1. the Parties shall agree on and appoint the mediator within ten (10) days of the date on which the dispute was referred for mediation. Whether or not the mediation resolves the dispute, the Parties shall bear their own costs concerning the mediation and share the costs of the mediator and related cost equally.
 - 24.5.2. the mediator shall agree the procedures, representation and dates for the mediation process with the Parties. The mediator may meet the Parties together or individually to help reach a settlement.
 - 24.5.3. where the Parties reach settlement of the dispute or any part thereof, the mediator shall record such agreement and on signing thereof by the Parties, the agreement shall be final and binding.
- 24.6. In the event a dispute is referred to arbitration in terms of this Agreement, such dispute shall be held in accordance with the rules of the dispute resolution body identified in *item 14 of the Schedule* save that:
- 24.6.1. an arbitrator or arbitrators shall be agreed to by the Parties; or
 - 24.6.2. in the event of the Parties failing to reach consensus on an arbitrator, the Chairperson of the dispute resolution body in *item 14 of the Schedule* shall appoint the arbitrator to resolve such dispute in accordance with their rules.
- 24.7. The arbitrator shall be entitled to make such award, including an award in respect of costs, as he may deem fit provided that the arbitrator shall be required to furnish written reasons.
- 24.8. The decision of the arbitrator shall be final and binding on the Parties.
- 24.9. The decision of the arbitrator may be made an order of court by either of the Parties at the cost of such Party.
- 24.10. The provisions of this clause 24 are severable from the rest of this Agreement and will remain in effect notwithstanding the cancellation, termination or invalidity for any reason of this Agreement.
- 24.11. The Parties acknowledge and agree that the provisions of this clause 24 shall not preclude any of them from proceeding against any of the other of them in any court of competent jurisdiction where relief is being sought on an urgent and interim basis.
- 24.12. This clause does not relate to instances where payment is withheld by the Client in terms of clause 6.9 above in which event the Parties agree that the Service Provider may pursue legal action without the need for first applying the provisions of this clause 24.

25 CONFLICT OF INTEREST

25.1. Unless specifically indicated, nothing in this Agreement shall be construed as specifically restricting the other Party from entering into similar agreements with third parties provided that:

25.1.1. each Party shall promptly notify the other of any conflict of interest potentially affecting its judgement or independence in this Agreement which it becomes aware of;

25.1.2. shall take all reasonable commercial steps necessary to attempt to resolve the conflict or independence concern if any arises during the course of this Agreement.

25.2. Where a third party has engaged the services of the Service Provider, and during the delivery of those services the Service Provider is of the opinion, even with the barriers introduced, that the Client's or the other party's interests are likely to be prejudiced, the Service Provider may, after consultation with the Client, choose to terminate the Agreement and the Service Provider shall be entitled to do so on notice, and which termination will be effective immediately.

26 ANTI-BRIBERY AND CORRUPTION

26.1. The Service shall not offer or give, directly or indirectly, whether through an Agent or intermediary or otherwise, anything of value to any of the Client's Agents to encourage them to perform their job duties or functions improperly.

26.2. The Service Provider shall conduct the Services in compliance with the requirements of the Prevention and Combating of Corrupt Activities Act, 12 of 2004.

26.3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting offices and accounting authorities to:

26.4. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and/ or committed fraud or any other improper conduct in relation to such system; and

26.5. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

26.6. Accordingly, the Service Provider hereby acknowledges that the Client may terminate this Agreement and further prevent the Service Provider from participating in any business transactions with the Client in the future should the Client establish that the Service Provider or any of its directors and/ or officials;

26.6.1. have abused the Client's supply chain management system ; or

26.6.2. have committed fraud or any other improper conduct in relation to such system.

26.7. Regulation 15 of the PPPFA Regulations further provides that an organ of state may, in

addition to any other remedy it may:

26.7.1. recover all costs, losses or damage it has incurred or suffered as a result of that person's conduct;

26.7.2. 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;

26.7.3. impose a financial penalty more severe than the theoretical financial preference associated with the claim which was made in the tender; and

26.7.4. restrict the contractor, its shareholders and directors from obtaining business from any organ of state for a period not exceeding ten (10) years.

26.8. Each Party and its Agents shall:

26.8.1. comply with all laws relating to bribery and corruption, including the SA Prevention and Combating of Corrupt Activities Act 2004; the UK Bribery Act 2010 and the US Foreign Corrupt Practices Act 1977 ("Applicable Law");

26.8.2. not do or omit to do anything likely to cause the other Party to be in breach of any Applicable Law;

26.8.3. not give, offer, promise, receive or request any bribes;

26.8.4. promptly notify the other Party of any allegation of fraud, bribery or corruption or unlawful practices made against it in court, arbitration or administrative proceedings, or if any investigation is commenced in respect of such allegations, at any time during the term of this Agreement.

26.9. Each Party hereby indemnifies the other and its Agents against all losses that the other may suffer as a result of a breach by it of this clause 26.

26.10. If either Party (acting in good faith) determines that there has been a breach by the other Party of this clause 26, such breach shall be deemed a material breach of this Agreement and the non-breaching Party shall have the right to terminate this Agreement without prejudice to its rights under this Agreement or at law.

27 RIGHT TO AUDIT

27.1. The Service Provider shall permit, upon request by the Client, auditors acceptable to the Client to audit the Service Provider's compliance with the terms of this Agreement. The Service Provider further agrees that such auditors shall have full and unrestricted access to conduct reviews of, all records related to the Services provided to the Client and to report any findings made.

27.2. The Service Provider shall be entitled to inspect the auditor's report and to provide its comments to same before any action is taken by the Client in respect of the report.

28 MISREPRESENTATION

Where the Service Provider has been appointed based on the representations made by it during the procurement process then the Service Provider agrees that, notwithstanding anything else contained in this Agreement should any of those representations prove to be false (whether negligently or intentionally), the Client shall be entitled to take such action in its sole discretion deems fit including exercise its rights in terms of clause 23 (*Termination*) hereto.

29 THIRD PARTY RIGHTS

This Agreement shall not create or give rise to, nor shall it be intended to create or give rise to, any third party rights.

30 WHOLE AGREEMENT

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof and all prior representations or agreements not expressly incorporated herein shall be of no force or effect whatsoever. No agreements, guarantees or representations, whether verbal or in writing, have been concluded, issued or made, upon which any party is relying in concluding this Agreement, save to the extent set out herein.

31 NO VARIATION

No variation of, or addition to or agreed early cancellation of this Agreement shall be of any force or effect unless it is reduced to writing and signed by or on behalf of the Parties.

32 NO WAIVER

No waiver or indulgence of whatsoever nature shall be of any force of effect, including a waiver or indulgence in respect of this clause, unless it is reduced to writing and signed by and on behalf of the Parties.

33 INDULGENCES, LENIENCY AND EXTENSIONS

No indulgence, leniency or extension of time which a party (the "grantor") may grant or show to the other, will in any way prejudice the grantor or preclude the grantor from exercising any of his rights in the future.

34 SEVERABILITY

- 34.1. If any particular provision and/or term of this Agreement is found to be defective or unenforceable or is cancelled for any reason (whether by any competent Court or otherwise) then the remaining provisions and/or terms shall continue to be of full force and effect.
- 34.2. Each provision and/or term of this Agreement shall accordingly be construed as entirely separate and separately enforceable in the widest sense from the other provisions and/or terms hereof.

35 COUNTERPARTS

This Agreement may be executed in counterparts, each of which together constitutes a single agreement between the Parties. Each such counterpart shall be deemed to be an original, but all the counterparts shall together constitute the Agreement.

36 PROHIBITION OF CESSION AND ASSIGNMENT

Neither Party hereto shall be entitled to cede or assign any of its rights, or delegate any of its obligations hereunder without the prior written consent of the other first being obtained.

37 COMPLIANCE WITH LAWS

- 37.1. The Parties shall, in performing this Agreement, comply with all and any applicable laws.
- 37.2. The Service Provider must obtain and maintain all permits and/or similar permissions required for the purposes of providing the Services under this Agreement. The Service Provider indemnifies and holds the Client harmless against and from all the consequences of any failure to do so.

38 GOVERNING LAW AND JURISDICTION

This Agreement shall in all respects (including, without limitation, its existence, validity, interpretation, implementation, termination and enforcement) be governed by and interpreted in accordance with the substantive laws of South Africa and subject to the exclusive jurisdiction of its courts.

39 ADDRESSES FOR LEGAL PROCESSES

- 39.1. The Parties choose the addresses for receipt of all legal processes arising out of or in connection with this Agreement as follows:

Service Provider	<i>As per item 11 of the Schedule</i>
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Client	<i>As per item 12 of the Schedule</i>
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- 39.2. Either Party hereto shall be entitled to change its address from time to time, provided that any new address selected by it shall be a street address and not a postal address and any such change shall only be effective upon receipt of notice in writing by the other Parties of such change.

- 39.3. All notices, demands, communications or payments intended for any Party shall be made or given in writing at such Party's address for the time being. A notice sent by one Party to another Party shall be deemed to be received:

39.3.1. on the date of delivery, if delivered by hand;

39.3.2. on the fourth day after posting, if posted by prepaid registered mail;

39.3.3. one day after, if sent by facsimile or e-mail transmission.

39.3.4. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a Party shall be an adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen address.

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ANNEXURE "B"

SCOPE OF SERVICES / SPECIFICATION OF GOODS

Scope of Services

The service provider is required to perform a comprehensive maintenance service and repairs to the lifts installed in Bloemfontein, Bethlehem, QwaQwa, Welkom, Kroonstad, Virginia, Sasolburg, Harrismith, Ficksburg, Clocolan, Smithfield, Springfontein and Odendaalsrus, with due regard for the age of the lifts. The service provider will be required to carry out the following but not limited to:

Regulatory Compliance and Competency

- (a) Conduct systematic inspections of the lifts on a **monthly basis** in accordance with the requirements of the Occupational Health and Safety Act, 1993, the Lift, Escalator and Passenger Conveyor Regulations, 2009, applicable SANS standards, manufacturer specifications, and all other relevant statutory regulations and standards.
- (b) Ensure that all technical maintenance work is performed by **competent persons**, as defined in the Occupational Health and Safety Act, 1993. Such personnel must be **qualified Lift Mechanics** experienced and skilled in maintaining equipment similar to that covered under this contract and who are employed and supervised by the Service Provider.

The Coega Development Corporation reserves the right to request and be provided with copies of certificates of qualification or competence for the Lift Mechanics or senior technical personnel assigned to the work.

Routine Maintenance and Servicing

- (c) Ensure the complete and continuous cleaning of all lift equipment and the areas in which the equipment operates, including but not limited to the **machine room, hoistway, pits, lift cars, separator beams, guide rails, drip pans, and lift doors**.
- (d) Ensure that all mechanical and electrical components, including **brakes, cables, drive equipment, safety devices, and doors**, are maintained and adjusted within the manufacturer's recommended specification limits.
- (e) Maintain all fluids and lubricants at the correct levels in accordance with the manufacturer's specifications.
- (f) Replace worn or deteriorated components **timeously** to minimise breakdowns, reduce unplanned maintenance or repair work, and ensure maximum operational reliability of the lift equipment.

Repairs and Replacement Parts

- (g) Supply, repair, and replace all parts required due to **normal wear and tear**, without additional cost to CDC, where such replacement or repair is deemed necessary in accordance with the Maintenance Agreement and the manufacturer's requirements.

Only parts that are **properly designed, manufactured, and suitable for the intended purpose** shall be used.

Working Hours and Call-Out Services

- (h) Perform routine maintenance and repair work during **normal working hours**, defined as **Monday to Friday from 08:00 to 17:00**, excluding statutory holidays, except in the case of emergency call-backs.
- (i) Provide a **24-hour call-out service, seven (7) days per week**. Emergency call-out services shall be provided **at no additional cost to CDC**, unless the Service Provider can prove that such fault arises from misuse or abuse of the equipment by Users.

Technicians must be equipped with appropriate communication devices to ensure **prompt response to emergency callouts**. A 24hr call centre to be established by the service provider.

- (j) Attend to callouts within **3 hours** during normal working hours where such attention is necessary to maintain the lifts in safe working condition.

Documentation and Technical Records

- (k) Within **one (1) month** of appointment, ensure that all **wiring diagrams and technical drawings** related to the lift equipment are available for use by the Service Provider, CDC, and authorised technical personnel. Where these documents are not available the appointed service provider will be required to produce these documents.

These diagrams must be stored in **plastic protection sleeves** and retained in suitably sized **steel cabinets or enclosures located within the motor room or machine compartment**.

- (l) Within **one (1) month** of appointment, establish and maintain a **maintenance site register or record book** located in the machine room. This register shall record all service procedures, site visits, stoppages, breakdowns, planned repairs, and safety-related equipment tests and inspections.

The register shall remain the **property of Department of Public Works and Infrastructure (DPWI)** and shall be kept in the motor room for a **minimum period of ten (10) years**, as required by the Occupational Health and Safety Act, 1993.

Communication and Reporting

- (m) Upon commencement of the maintenance contract, maintain a **customer communication logbook** (situated in a mutually agreed location) to facilitate effective communication between the end-user, CDC Project Manager and the Service Provider.

The logbook shall accurately record **all site visits, complaints received, and actions taken**, throughout the duration of the contract.

- (n) Provide quarterly or upon request by CDC or its duly appointed agents, **reports detailing the history of call-backs, repairs, and breakdown incidents** for each lift.

Safety Notification and Planned Repairs

- (o) Immediately inform CDC **verbally and in writing** of any **potentially hazardous or undesirable condition** that may cause harm to persons or damage the equipment located within the **shaft, machine room, pit, sheave room, or surrounding areas**, even if the condition does not fall within the direct responsibility of the Service Provider.
- (p) Notify CDC in writing at least forty-eight (48) hours prior to undertaking any planned major repairs to the equipment.
- (q) Any **ad hoc repairs** shall only commence after receipt of an **official instruction from the CDC Project Manager**.

Contractual Control

- (r) The Service Provider shall **not assign, transfer, or modify the Maintenance Agreement** without the **prior written approval** of the CDC.
- (s) The service provider shall maintain adequate insurance cover, including public liability insurance, for the duration of the contract.
- (t) The Service Provider shall comply with all health, safety and statutory requirements applicable to lift maintenance operations.

1. The following parts will be repaired and/or replaced under this service:

- Solid state drive components;
- Controller components;
- Buttons;
- Machine brake components;
- Selector parts;
- Bearings;
- Rotating elements;
- Brake magnet coils;
- Brake liners;
- Contacts and relays;
- Transformers;
- Resistors;
- Accessory equipment such as car and corridor operating stations;
- Hangers and tracks;
- Door operating devices;
- Door gibs;
- Guide rails (lubricate only as needed);
- Guide shoe gibs or rollers;
- Control cables;
- Signal lamps (where appropriate based upon union jurisdiction and during scheduled examinations);
- Sheaves and sheave assemblies;
- Interlocks;
- Door closers;
- Buffers;
- Overspeed governors;
- Car and counterweight safeties;
- Limit, landing and slowdown switches;
- Door protective devices;
- Elevator alarm bells;
- Traction hydraulic elevator components;
- Exposed hydraulic line in the machine room and hoist way;
- PC boards;
- Hydraulic pump unit;
- Solid state devices;
- Contactors;
- Valves;

-
- Machine and sheave bearings;
 - Sheaves;
 - Compensating chains;
 - Ropes; and
 - Trailing cables

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ANNEXURE "C"

FEES (Pricing Schedule from the RFP)

Service Detail	Total Monthly fee
Monthly fee excl. VAT	
Vat	
Monthly fee incl. VAT	R

Contract fee 2 ½ Years

Service Detail	Period (30 Months)	Monthly fee	Service fee over 2 ½ years
Contract Fee excl. VAT			
Vat			
Incl Vat	R	R	R

ANNEXURE "D"

COMPANY ENTITY COMPETENCY CERTIFICATE (CAPACITY)

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ANNEXURE "E"

ORGANOGRAM

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ANNEXURE “F”

**CV's FOR KEY PERSONNEL AND PROFESSIONAL REGISTRATION WHERE
APPLICABLE**

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ANNEXURE “G”

RESPONSE TIME AS PER PDM PROCEDURE

Table 1: Response Priority Table

All logged calls regardless of their priority levels shall be responded to by the Facilities Call Centre within 15 minutes and respective resources assigned and or notified of the incident. Thus, the table below shall address service restoration estimated duration in respect of logged call per its level of priority:

<p>Priority 1: Within 1 day</p> <p>Categories are:</p> <ul style="list-style-type: none">Serious safety or environmental hazard/incidentLoss of production by tenant (directly affect operations)Irreplaceable/catastrophic loss to operations (production)Serious asset damage (e.g. fire / major leaks which may include water, gas)Widespread loss of power <p>The objective for priority 1 is: Make safe and minimize damage. In all cases Facilities Management will attend ASAP.</p>
<p>Priority 2: Within 2 working days</p> <p>Categories are:</p> <ul style="list-style-type: none">Low risk safety hazardsReplaceable loss to operations (production)Malfunction of equipmentMinimal risk or effect on operations
<p>Priority 3: Within 5 working days</p> <p>Categories are:</p> <ul style="list-style-type: none">Unplanned normal repair with minimal to no impact on operation/function of the facilityAsset requires maintenance – not urgent
<p>Priority 4: Within 10 working days</p> <p>Categories are:</p> <ul style="list-style-type: none">Unplanned normal repair with minimal to no impact on operation/function of the facilityAsset requires maintenance – not urgentRequires lead time spares

Priority 5: Within or Above 21 days

Categories are:

Unplanned normal repair with no impact on operation/function of the facility

Asset requires maintenance – Action Plan in place and client advised of the anticipated delays in association with requisite spares to restore service

Priority (PPM 1): As per schedule

Categories are:

Planned Preventative Maintenance PPM

Internal Planned Inspections (Quarterly, Monthly, Weekly and Daily)

Work scheduled as per agreement with customer

Priority (PPM 2): As per schedule

Categories are:

Planned Preventative Maintenance PPM

Statutory, Legal, Asset Requisite Service Schedule (Quarterly, Bi-Annually and Annually)

Work scheduled as asset required service regime and intervals

Service Executed by a competent External Service provider

ANNEXURE “H”

HEALTH AND SAFETY FILE

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ANNEXURE "I"

INSURANCE

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ANNEXURE “J”

PERFORMANCE EVALUATION

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ANNEXURE P

RECORDS OF ADDENDA

END OF RFP DOCUMENT