

public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REGIONAL OFFICE: BLOEMFONTEIN

**PROJECT NAME: THABO MOFUTSANYANE DISTRICT
24 MONTHS PREVENTATIVE MAINTENANCE OF FREEZER
ROOMS AND COLD ROOMS INSTALLATIONS IN STATE
BUILDINGS**

BID NUMBER: BL21/046

NAME OF BIDDER:

ISSUED BY:

OFFICE OF REGIONAL MANAGER
DEPARTMENT OF PUBLIC WORKS
PRIVATE BAG X 20605
BLOEMFONTEIN
9300

NOTE: THIS DOCUMENT WILL BE SOLD AT A NON-REFUNDABLE DEPOSIT OF R 100 CASH



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

BID NUMBER: BL21/046

FOR

THABO MOFUTSANYANE DISTRICT

24 MONTHS PREVENTATIVE MAINTENANCE OF FREEZER ROOMS AND COLD ROOMS INSTALLATIONS IN STATE BUILDINGS

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PA-04 (EC): NOTICE AND INVITATION TO TENDER

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE INVITES TENDERS FOR:

Project title:	Thabo Mofutsanyane District: 24 Months Preventative Maintenance Contract Of Freezer Rooms And Cold Rooms Installations In State Buildings
Reference no:	19/4/2/4/11/20

Tender no:	BL21/046		
Advertising date:	15 October 2021	Closing date:	09 November 2021
Closing time:	11H00	Validity period:	12 Weeks (84 calendar days) 8 Weeks (56 Calendar days)

It is estimated that tenderers should have a CIDB contractor grading designation of **2 ME** or **select tender value range select class of construction works*** or higher.

* Delete "or select tender value range select class of construction works" where only one class of construction works is applicable

It is estimated that potentially emerging enterprises should have a CIDB contractor grading designation of **select tender value range select class of construction works PE** or **select tender value range select class of construction works PE*** or higher.

* Delete "or select tender value range select class of construction works PE" where only one class of construction works is applicable

Only tenderers who are responsive to the following responsiveness criteria are eligible to submit tenders. Failure to comply with the criteria stated hereunder shall result in the tender offer being disqualified from further consideration:

☒	Only those tenderers who satisfy the eligibility criteria stated in the Tender Data may submit tenders.
☒	Tender offer must be properly received on the tender closing date and time specified on the invitation, fully completed either electronically (if issued in electronic format), or by writing legibly in non-erasable ink. (All as per Standard Conditions of Tender).
☒	All parts of tender documents submitted must be <u>fully completed in ink and signed where required</u> . Use of correction fluid is prohibited. Corrections to be crossed out and initialled by the person authorised to sign the tender documentation as per PA 15.1 or PA 15.2 resolution of board/s of directors / or PA15.3 Special Resolution of Consortia or JV's .
☐	Submission of (DPW-07 EC): Form of Offer and Acceptance.
☒	Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the legal entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture.
☒	Submission of (PA-11): Declaration of Interest and Tenderer's Past Supply Chain Management Practices.
☐	Submission of (PA-16): Preference points claim form in terms of the Preferential Procurement Regulations 2017.
☒	Submission of (PA-29): Certificate of Independent Bid Determination.
☐	Submission of (PA – 36 and Annexure/s C): Declaration Certificate for Local Production and Content for designated sectors.
☐	Submission of (PA 40): Declaration of Designated Groups for Preferential Procurement.
☒	Submission of proof of Registration on National Treasury's Central Supplier Database (CSD).
☒	Submission of (DPW-09EC): Particulars of Tenderer's Projects.
☐	Submission of (DPW-21 EC): Record of Addenda to tender documents
☐	Submission of (DPW-16 EC): Site Inspection Meeting Certificate
☐	Submission of record of attending compulsory virtual bid clarification / site inspection meeting.

Tender no: BL21/046

☒	The tenderer will be required to submit his fully priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts) together with his tender.
☐	The tenderer will be required to submit his fully priced and completed sectional summary- and final summary pages with the tender.
☐	Submission of Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017.
☒	Submission of (DPW-07 FM); Form of Offer and Acceptance.
☒	Submission of other compulsory returnable schedule/ documentation as per (PA-09 EC): List of returnable documents.
☒	Submission of proof of relevant accredited qualifications in mechanical and electrical engineering at least NQF Level 5 (Certified copies).
☒	Provide proof of compliance with pre-qualification criteria by submitting a valid, original or certified copy of B-BBEE Certificate/ sworn Affidavit or DTI Certificate together with the bidding documents at closure.
☐	

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

☒	A tenderer having stipulated minimum B-BBEE status level of contributor: ☒ Level 1 or ☒ Level 2 or ☐ Level 3
☐	An EME or QSE
☐	A tenderer subcontracting a minimum of 30% to: ☐ An EME or QSE which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are youth ☐ An EME or QSE which is at least 51% owned by black people who are women ☐ An EME or QSE which is at least 51% owned by black people with disabilities ☐ An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships ☐ A co-operative which is at least 51% owned by black people ☐ An EME or QSE which is at least 51% owned by black people who are Military veterans ☐ An EME or QSE;

This bid will be evaluated according to the preferential procurement model in the PPPFA: (Tick applicable preference point scoring system)

☒ 80/20 Preference points scoring system	☐ 90/10 Preference points scoring system	☐ Either 80/20 or 90/10 Preference points scoring system
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In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system. (To be used in instances where the estimate cannot be reasonably determined or when one is unsure as to what the market price may be).

Note: Functionality will be applied as a prequalification criterion. Such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

Minimum functionality score to qualify for further evaluation:	N/A
Functionality criteria:	Weighting factor:
N/A	N/A

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Tender no: BL21/046

Total	100 Points

Collection of tender documents

- ☒ Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- ☒ Alternatively; Bid documents may be collected during working hours at the following address **18 President Brand Street, Bloemfontein**. A non-refundable bid deposit of R 100 is payable (cash only) on collection of the bid documents.

Site inspection meeting

A pre-tender site inspection meeting will **not be** held in respect of this tender.
Attendance of said pre- tender site inspection meeting is **not compulsory**

The particulars for said pre- tender site inspection meeting or virtual bid clarification / site inspection meeting. are:

Venue: ("N/A")
Zoom Link: ("N/A")
Date: ("N/A")
Starting time: ("N/A")

Enquiries related to tender documents may be addressed to:

DPWI Project Manager:	RM MOKHATLA	Telephone no:	051 408 7361
Cell no:	063 699 4046	Fax no:	
E-mail:	mashaile.mokhatla@dpw.gov.za		

Deposit / return of tender documents

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

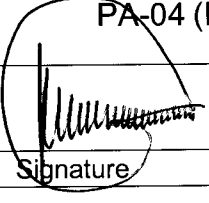
All tenders must be completed in non-erasable ink and submitted on the official forms – (forms not to be re-typed).

Tender documents may be posted to: The Director-General Department of Public Works and Infrastructure Private Bag X20605 Bloemfontein 9300 Attention: Procurement section: Room 233	OR	Deposited in the tender box at: Department of Public Works & Infrastructure 18 President Brand Street Bloemfontein Tender Box
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Compiled by:



PA-04 (EC): Notice and Invitation to Tender

RM MOKHATLA		05 October 2021
Name of Project Manager	Signature	Date

PA-09 (EC): LIST OF RETURNABLE DOCUMENTS

Project title:	Thabo Mofutsanyane District: 24 Months Preventative Maintenance Contract Of Freezer Rooms And Cold Rooms Installations In State Buildings		
Tender / Quote no:	BL21/046	Reference no:	19/4/2/4/11/20
Receipt Number:			

1. RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Form of Offer and Acceptance (DPW-07-EC) <i>FM</i>	4 Pages	Yes
Declaration of Interest and Tenderer's Past Supply Chain Management Practices (PA-11)	4 Pages	Yes
Resolution of Board of Directors (PA-15.1) (if applicable)	1 Page	Yes
Resolution of Board of Directors to enter into Consortia or JV's (PA-15.2) (if applicable)	2 Pages	Yes
Special Resolution of Consortia or JV's (PA-15.3) (if applicable)	3 Pages	Yes
Preference points claim form in terms of the Preferential Procurement Regulations 2017 (PA - 16)	5 Pages	Yes
Certificate of independent Bid Determination (PA - 29)	4 Pages	Yes
Declaration Certificate for Local Production and Content for designated sectors (PA - 36 and Annexure/s G)		Yes
Fully completed Declaration of Designated Groups for Preferential Procurement (PA 40)	2 Pages	Yes
Registration on National Treasury's Central Supplier Database (CSD).	-	Yes
Particulars of Tenderer's Projects (DPW-09 EC)	2 Pages	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable).	1 Page	No
Record of attending compulsory virtual bid clarification / site inspection meeting (if applicable).	1 Page	No
Record of Addenda to tender documents (DPW-21 EC)	1 Page	Yes
Site Inspection Meeting Certificate (DPW-16 EC) (if applicable)	1 Page	No
Proof of 30% Subcontracting participation and related documents in terms of the Preferential Procurement Regulations 2017 (if applicable).		No
Resolution of Board of Directors (PA-15.1) (if applicable)	2 Pages	Yes

* In compliance with the requirements of the CIDB SFU Annexure G

Tender no: **BL21/046**

2. ADDITIONAL RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Any <u>additional</u> information required to complete a risk assessment (<i>if applicable</i>)	-	Yes

3. RETURNABLE DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

Note: Failure to submit the applicable documents will result in the Tenderer having to submit same upon request within a stipulated time and if not complied with, will result in the tender offer being disqualified from further consideration. [See also C.2.18 of the Standard Conditions of Tender]

Tender document name	Number of pages issued	Returnable document
Schedule of proposed sub-contractors (DPW-15 EC) (<i>if applicable</i>)	1 Page	Yes
Particulars of Electrical Contractor (DPW-22 EC) (<i>if applicable</i>)	1 Page	Yes
Mechanical / Electrical / Security Work material and equipment schedules (<i>if applicable</i>)	Pages	Yes
Schedule for Imported Materials and Equipment (DPW-23 EC) (<i>if applicable</i>)	1 Page	Yes

4. OTHER DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT

(Insert a tick in the "Returnable document" column to indicate which documents must be returned with the tender)

Note: Failure to submit the applicable documents will result in the tender offer being disqualified from further consideration.

Tender document name	Number of pages issued	Returnable document
Priced Bills of Quantities / Lump Sum Document (complete document inclusive of all parts)	1 Pages	☒ Yes ☐ No
Fully priced and completed sectional summary- and final summary pages with the tender.	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No
<i>insert document name</i>	Pages	☐ Yes ☐ No

Tender no: **BL21/046**

5. ADDITIONAL INFORMATION THAT MAY BE REQUIRED FOR TENDER EVALUATION PURPOSES

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

Signed by the Tenderer:

Name of representative	Signature	Date

DPW-07 (FM): Form of Offer and Acceptance

DPW-07 (FM): FORM OF OFFER AND ACCEPTANCE

Tender no: BL21/046

OFFER

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

Thabo Mofutsanyane District: 24 Month Preventative Maintenance Contract Of Freezer Rooms And Cold Rooms Installations In State Buildings

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX (All applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies) IS:

Rand (in words):	
Rand in figures:	R

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

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

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

Company or Close Corporation: And: Whose Registration Number is: And: Whose Income Tax Reference Number is: CSD supplier number:	OR	Natural Person or Partnership: Whose Identity Number(s) is/are: Whose Income Tax Reference Number is/are: CSD supplier number:
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AND WHO IS (if applicable):

Trading under the name and style of:
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AND WHO IS:

Represented herein, and who is duly authorised to do so, by: Mr/Mrs/Ms: In his/her capacity as:	Note: A Resolution / Power of Attorney, signed by all the Directors / Member / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.
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DPW-07 (FM): Form of Offer and Acceptance

SIGNED FOR THE TENDERER:

Name of representative	Signature	Date

Tender no: BL21/046

WITNESSED BY:

Name of witness	Signature	Date

This Offer is in respect of: (Please indicate with an "X" in the appropriate block)

The official documents ☐
The official alternative ☐
Own alternative (only if documentation makes provision therefore) ☐

(N.B.: Separate Offer and Acceptance forms are to be completed for the main and for each alternative offer)

SECURITY OFFERED:

The Service Provider will provide one of the following forms of security:

- (1) Cash deposit of 2.5% of the Contract Sum (excl. VAT) Yes ☐ No ☐
- (2) Variable guarantee of 2.5% of the Contract Sum (excl. VAT) (DPW-10.5: FM) Yes ☐ No ☐
- (3) Retention of 2.5% of the Contract Sum (excl. VAT) Yes ☐ No ☐
- (4) 1.25% cash deposit and 1.25% retention of the Contract Sum (excl. VAT) Yes ☐ No ☐

NB. Guarantees submitted must be issued by either an insurance company duly registered in terms of the Short-Term Insurance Act, 1998 (Act 35 of 1998) or by a bank duly registered in terms of the Banks Act, 1990 (Act 94 of 1990) on the pro-forma referred to above. No alterations or amendments of the wording of the pro-forma will be accepted.

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

.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch.....

Bank Account No. Branch Code

Registration No of Tenderer at Department of Labour

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Service Provider the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the Tenderer's offer shall form an agreement between the

DPW-07 (FM): Form of Offer and Acceptance

Employer and the Tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Tender no: BL21/046

The terms of the contract, are contained in:

- Part 1 Agreements and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

Notwithstanding anything contained herein, this agreement comes into effect, if delivered by hand on the day of delivery, or if delivered by courier within two working days after submission by the Employer to the courier services for a door-to-door delivery to the tenderer, provided that the Employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now Service Provider) within seven working days of the date of such submission notifies the Employer in writing of any reason why he cannot accept the contents of the schedule of deviation to this agreement if applicable), this agreement shall constitute a binding contract between the parties.

For the Employer:

Name of signatory	Signature	Date

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

WITNESSED BY:

Name of witness	Signature	Date

DPW-07 (FM): Form of Offer and Acceptance

Tender no: BL21/046

Schedule of Deviations

1.1.1. Subject:
Detail:
1.1.2. Subject:
Detail:
1.1.3. Subject:
Detail:
1.1.4. Subject:
Detail:
1.1.5. Subject:
Detail:
1.1.6. Subject:
Detail:

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

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

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

Project title:	<i>Thabo Mofutsanyane District: 24 Months Preventative Maintenance Contract Of Freezer Rooms And Cold Rooms Installations In State Buildings</i>		
Tender / quotation no:	BL21/046	Closing date:	09 November 2021
Advertising date:	15 October 2021	Validity period:	56 days

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

1.1. Current projects

Projects currently engaged in	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Current percentage progress
1						
2						
3						
4						
5						
6						
7						
8						

1.2. Completed projects

Projects completed in the previous 5 (five) years	Name of Employer or Representative of Employer	Contact tel. no.	Contract sum	Contractual commencement date	Contractual completion date	Date of Certificate of Practical Completion
1						
2						
3						
4						
5						
6						
7						
8						
9						

Name of Tenderer	Signature
	Date

TENDER NO: BL21/046

**THABO MOFUTSANYANE DISTRICT: 24 MONTHS PREVENTATIVE MAINTENANCE CONTRACT
 OF FREEZER ROOMS AND COLD ROOMS INSTALLATIONS IN STATE BUILDINGS**

BILL OF QUANTITIES

IMPORTANT NOTES TO CONTRACTOR

In addition to the General Conditions of Contract Facilities Management (PA-10 FM) and Special Conditions of Contract, the following notes will be applicable:

- The contractor must refer and read clauses of both Special Conditions of Contract (SCC), Mechanical Maintenance Specifications (MMS) Health and Safety Specifications (H&SS) as indicated in the bill of quantities before pricing.

NB: The Sub Total must be equal to sum of Items (1.1; - 1.4; 2.1.1 - 2.1.2; 4.1 & 5.1 - 5.3)

ITEM	REF:	DESCRIPTION	UNIT	QTY	UNIT PRICE	AMOUNT
1.	Health and Safety Costs refer to SCC 28 and H&SS Part 6 of tender document.					
1.1	SCC 28; H&SS Part 6 of tender document	Tenderers to allow for all costs associated with complying with requirements of the Occupational Health and Safety Act no. 85 of 1993 as well as the Health and Safety Specifications (H&SS).	01	01	R 20 000	R 20 000
1.2	SCC 28	Health and Safety plan/ file.	01	01	R 5 000	R 5 000
1.3		Tenderers to allow for all costs associated with complying with the requirements of COVID19.	01	01	R 1 000	R 1 000
1.4	SCC 11.5(g)	Supply electrical certificate of compliance per work carried out.		01	R 2 000	R 2 000
2.	Scheduled Maintenance Services Refer to MMS 8 & SCC 13					
2.1	Perform monthly preventative maintenance actions completed as specified.					
2.1.1	MMS 9 Table 1; SCC 13	Cold Rooms	24	11	R	R
2.1.2	MMS 10 Table 2; SCC 13	Freezer Rooms	24	10	R	R
3.	Non-Scheduled Maintenance Services Refer to SCC 14					
3.1	SCC 14.4; 14.5 & 14.6	<u>Labour rates (Normal hours)</u>				
3.1.1		Labour for Qualified Artisan	R/Hr	1	R	
3.1.2		Labour for Assistant/ General Worker	R/Hr	1	R	
3.2	SCC 14.4; 14.5 & 14.6	<u>Labour rates (After hours)</u>				
3.2.1		Labour for Qualified Artisan	R/Hr	1	R	
3.2.2		Labour for Assistant/ General Worker	R/Hr	1	R	
4.	SCC 14.7; 14.8 & 14.9	Travelling Rates				
4.1		Transport Rate	R/Km	5000	R	R
5.	MMS 6; SCC 14.1; 14.2 & 14.11	Provision for Unscheduled Labour and Material				
5.1		Provisional amount for Labour	24		R 4 000	R 96 000
5.2		Provisional amount for Material	24		R 5 000	R 120 000
5.3	SCC 14.10	Material Mark-up			25%	R 30 500
SUB TOTAL						R
15% VAT (If VAT Registered)						R
TOTAL AMOUNT						R

THE TOTAL AMOUNT MUST BE CARRIED TO DPW-07 (FM)

PA-11: DECLARATION OF INTEREST AND BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Failure to complete this form in full and signed by the duly authorized person, as indicated on PA-15.1 or PA-15.3, shall render the tender non-responsive and will be removed from any and all further contention.

Project title:	Thabo Mofutsanyane District: 24 Months Preventative Maintenance Contract Of Freezer Rooms & Cold Rooms Installations In State Buildings		
Bid no:	BL21/046	Reference no:	19/4/2/4/11/20

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

1. CIDB REGISTRATION NUMBER (if applicable)

2. Any legal person, including persons employed by the State¹; or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where:

- The bidder is employed by the state; and/or
- The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:

3.2 Identity number:.....

3.3 Position occupied in the Company (director, trustees, shareholder² ect

3.4 Company Registration Number:

3.5 Tax Reference umber:.....

3.6 VAT Registration Number:

3.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

Declaration of interest and bidder's past Supply Chain Management practices: PA-11

¹ "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

3.7 Are you or any person connected with the bidder presently employed by the state?

☐ YES ☐ NO

3.7.1 If so, furnish the following particulars:

Name of person / director /trustees/shareholder/ member:.....

Name of state institution at which you or the person is connected to the bidder is employed

Position occupied in the state institution:.....

Any other particulars:

.....
.....

3.8 Did you or your spouse, or any of the company's directors / trustees/shareholders / members or their spouses conduct business with the state in the previous twelve months?

☐ YES ☐ NO

3.8.1 If so, furnish particulars:.....

.....

3.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

☐ YES ☐

NO

☐ YES ☐

NO

3.9.1 If so, furnish particulars.

Declaration of interest and bidder's past Supply Chain Management practices: PA-11

.....
.....

- 3.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? ☐ YES ☐ NO

- 3.10.1 If so, furnish particulars.

.....
.....

- 3.11 Do you or any of the directors /trustees/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? ☐ YES ☐ NO

- 3.11.1 If so, furnish particulars:

.....
.....

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Persal Number

5. DECLARATION OF TENDERER / BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

Declaration of interest and bidder's past Supply Chain Management practices: PA-11

5.1	Is the tenderer / bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).	☐ Yes	☐ No
5.2	If so, furnish particulars:		
5.3	Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	☐ Yes	☐ No
5.4	If so, furnish particulars:		
5.5	Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐ Yes	☐ No
5.6	If so, furnish particulars:		
5.7	Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☐ Yes	☐ No
5.8	If so, furnish particulars:		

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

Name of Tenderer / bidder	Signature	Date	Position

This form has been aligned with SBD4 and SBD 8

**PA-14: MEDICAL CERTIFICATE FOR THE CONFIRMATION OF
PERMANENT DISABLED STATUS**

Project title:	<i>Thabo Mofutsanyane District: 24 Months Preventative Maintenance Contract Of Freezer Rooms And Cold Rooms Installations In State Buildings</i>		
Tender / Bid no:	<i>BL21/046</i>	Reference no:	<i>19/4/2/4/11/20</i>

I, _____ (surname and name), identity
number, _____ do hereby declare that I am a registered medical practitioner, with
my practice number being _____, practising at

(Physical or postal addresses)
declare that I have examined Mr. / Ms. _____, identity
number _____ and have found the said person to be permanently
disabled or having a recurring disability.

“Disability” means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory
function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the
range, considered normal for a human being.” –

The nature of the disability is as follows:

Thus signed at _____ on this _____ day of _____ 20____

Signature _____

Date _____

OFFICIAL STAMP OF
MEDICAL PRACTITIONER

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

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

(Project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			

17			
18			
19			
20			

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

Note:

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

ENTERPRISE STAMP

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

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

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

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

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

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.
4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)



Postal Address: _____

_____ (code)

Telephone number: _____

Fax number: _____

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

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

Note:

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

ENTERPRISE STAMP

--

PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

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

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ (place)

on _____ (date)

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

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

PA-15.3: Special Resolution of Consortia or Joint Ventures

B. *Mr/Mrs/Ms: _____

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

and who will sign as follows: _____

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

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

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

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

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

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

_____ (Postal code) _____

Postal Address: _____

_____ (Postal code) _____

Telephone number: _____

Fax number: _____

PA-15.3: Special Resolution of Consortia or Joint Ventures

	Name	Capacity	Signature
1			
2			
3			
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13			
14			
15			

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

Note:

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

PA16: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017 AND THE AMENDED B-BBEE CODES.

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- ~~the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).~~

1.2. The value of this bid is estimated to **Not Exceed** R50 000 000 (all applicable taxes included) and therefore the... **80/20** system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20 or 90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

- 5.1 In terms of Regulation 6(2) and /or 7(2), of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

- 6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

- (i) what percentage of the contract will be subcontracted?%
- (ii) the name of the sub-contractor?
- (iii) the B-BBEE status level of the sub-contractor?
- (iv) whether the sub-contractor is an EME/ a QSE YES / NO (delete which is not applicable)

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM
 Partnership/Joint Venture / Consortium
 One person business/sole propriety
 Close corporation
 Company
 (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we 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 paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding 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) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, 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

WITNESSES:

1.
2.

.....

SIGNATURE(S) OF BIDDER(S)

DATE:..... ADDRESS:.....

.....

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

Project title:	Thabo Mofutsanyane District: 24 Months Preventative Maintenance Contract Of Freezer Rooms And Cold Rooms Installations In State Buildings		
Bid no:	BL21/046	Reference no:	19/4/2/4/11/20

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
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 officers and accounting authorities to:
 - a. 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.
 - b. 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.
4. This form (PA-29) serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (PA-29) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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.

Name of Bidder	Signature	Date	Position

³ 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.

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: BL21/046

Name of Tenderer

☐ EME¹ ☐ QSE² ☐ Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

Name and Surname #	Identity/ Passport number and Citizenship##	Percentage owned	Black	Indicate if youth	Indicate if woman	Indicate if person with disability	Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U).	Indicate if military veteran
1.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
2.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
3.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
4.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
5.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
6.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
7.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
8.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
9.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
10.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
11.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No
12.		%	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No	☐ R ☐ UD ☐ T ☐ U	☐ Yes ☐ No

Where Owners are themselves a Company, Close Corporation, Partnership etc. identify the ownership of the Holding Company, together with Registration number
 ## State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Tender no: BL21/046

2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

Name of representative	Signature	Date



THABO MOFUTSANYANE DISTRICT

**24 MONTHS PREVENTATIVE MAINTENANCE OF FREEZER ROOMS
AND COLD ROOMS INSTALLATIONS IN STATE BUILDINGS**

Tender/ Bid No: BL21/046

LIST OF FACILITIES			
Item	TOWN	USER DEPARTMENT	ACCOMMODATION TYPE
1.	LENDLEY	CORRECTIONAL SERVICES	PRISON: 1 x Freezer Room : 1 x Cold Room
2.	HARRISMITH	CORRECTIONAL SERVICES	PRISON: 2 x Freezer Rooms : 2 x Cold Rooms
3.	SENEKAL	CORRECTIONAL SERVICES	PRISON: 1 x Freezer Room : 1 x Cold Room
4.	PHUTHADITJHABA	S.A POLICE SERVICES	MESS KITCHEN: 1 x Freezer Room : 1 x Cold Room
5.	FICKSBURG	CORRECTIONAL SERVICES	MESS KITCHEN: 1 x Freezer Room : 1 x Cold Room
6.	BETHLEHEM	CORRECTIONAL SERVICES	PRISON: 2 x Freezer Rooms : 2 x Cold Rooms
		S.A DEFENCE FORCE	MESS KITCHEN: 4 x Freezer Rooms : 4 x Cold Rooms



THABO MOFUTSANYANE DISTRICT - 24 MONTHS PREVENTATIVE MAINTENANCE CONTRACT OF FREEZER ROOMS AND COLD ROOM INSTALLATIONS IN STATE BUILDINGS

REFERENCE NO: 19/4/2/4/11/20

TENDER NO: BL21/046

SPECIAL CONDITIONS OF CONTRACT (SCC)

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THABO MOFUTSANYANE DISTRICT - 24 MONTHS PREVENTATIVE MAINTENANCE CONTRACT OF FREEZER ROOMS AND COLD ROOM INSTALLATIONS IN STATE BUILDINGS

REFERENCE NO: 19/4/2/4/11/20

TENDER NO: BL21/046

1. SCOPE OF CONTRACT

- 1.1.** This contract caters for the maintenance, services and repairs of all mechanical and electrical equipment for the **FREEZER AND COOLER ROOMS INSTALLATIONS AT THABO MOFUTSANYANE DISTRICT** run by National Department of Public Works & Infrastructure (NDPWI), Bloemfontein Regional Office, for a period of twenty four (24) months.
- 1.2.** List of facilities applicable to this contract will be found in the tender document.
- 1.3.** The principle of this contract shall be that, on average, all the equipment will be serviced and maintained on a regular basis as specified in the **MECHANICAL MAINTENANCE SPECIFICATIONS (MMS)** which forms part of the tender document. The contractor will provide qualified personnel for the maintenance, service and repairs of both mechanical and electrical equipment.
- 1.4.** There are no P&Gs in this term contract.
- 1.5.** The contractor must make sure that before he/she performs any work he/she has received complaint form (Work Request Form ID Number) from the National Department of Public Works & Infrastructure (NDPWI), Regional Office Bloemfontein. An exception is made as stated in item 7.1 (b) page 4.
- 1.6.** The contractor shall liaise with the designated official of the National Department of Public Works & Infrastructure (NDPWI); regarding his intended visit of the facilities to perform the maintenance tasks as specified in the **MECHANICAL MAINTENANCE SPECIFICATIONS (MMS)**.
- 1.7.** The contractor must register on the Client Department register whenever he/she worked on the system. This register will serve as a proof of attendance to the site whenever required. Therefore, the contractor must submit proof of attendance register signed by both the contractor and the Client Department; be attached to the invoice.
- 1.8.** As this is day to day maintenance, unplanned and unpredictable, the final offer of the acceptable contractor is therefore an estimate and will vary meaning that the collective/total pay-outs at the end of the two year, it may exceed or be less than the offered amount on the term contracted.
- 1.9.** National Department of Public Works & Infrastructure (NDPWI), Regional Office Bloemfontein, cannot be held accountable should the collective/total pay-outs at the end of the term contract be less than the form of offer of acceptance.
- 1.10.** **All the quantities in this tender document are provisional and inserted in order to obtain competitive tenders. The National Department of Public Works & Infrastructure (NDPWI), Regional Office Bloemfontein, reserves the right to increase or decrease quantities and exclude equipment during the progress of the contract and such increase or decrease shall not alter the rates for any item.**
- 1.11.** The contractor will be expected to attend to the equipment that are not mentioned or included in item 1.12 below, if requested so by the designated official of the National Department of Public Works & Infrastructure (NDPWI). **Rates shall be similar and comparable to those tendered in the bill of quantities.**
- 1.12.** Particulars of the Equipment to be serviced/maintained:

No	Main Equipment
1.	Cold rooms
2.	Freezer rooms



THABO MOFUTSANYANE DISTRICT - 24 MONTHS PREVENTATIVE MAINTENANCE CONTRACT OF FREEZER ROOMS AND COLD ROOM INSTALLATIONS IN STATE BUILDINGS

REFERENCE NO: 19/4/2/4/11/20

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2. THE TENDER

- 2.1. The tenderer shall, before submitting his/her tender, check the numbers of the pages and should any be missing or duplicated, or the reproduction be indistinct, or if any doubt exists as to the full intent of meaning of any description, or this tender contains any obvious errors, the tenderer shall obtain a directive in writing from the National Department of Public Works (NDPW) Regional Office Bloemfontein.
- 2.2. The text of this tender and other document as prepared by the National Department of Public Works (NDPW) Regional Office Bloemfontein will be adhered to and no alteration, erasure, omission or addition thereto by the tenderer will be recognised. No alternative offer will be accepted.

3. DOCUMENTS

- 3.1. Should there be any contradiction between these, the Special Conditions of Contract and the General Conditions of Contract (PA 10 (FM)), then the **Special Conditions of Contract** shall normally take precedence. However, the contradiction must be brought to the attention of the designated official of National Department of Public Works Regional Office Bloemfontein for clarification and a final ruling.
- 3.2. The following documents are deemed to form part of this tender and the contractor must ensure compliance:
 - a. The Code of Practice for the application of the National Building Regulations (SANS 10400)
 - b. Occupational Health and Safety Act, 1993 (Act 85 of 1993).
 - c. Machinery and Occupational Safety Act No. 6 of 1983.
 - d. Municipal By-laws and any special requirements of the local Authority.
 - e. General Conditions of Contract Facilities Management (PA 10 (FM) GCC 2010).
 - f. Special Conditions of Contract.
 - g. State Tender Board General Conditions and Procedures (ST 36).
 - h. Health and Safety Specifications.

N.B: *The tenderer must study these documents and acquaint him/herself with the contents thereof as no claims in this regard will be entertained.*

*The above mentioned documents are available from the office of the **Regional Manager, 18 President Brand Street, BLOEMFONTEIN, 9301.***

4. CONTRACT PERIOD

- 4.1. This contract will be valid for a period of twenty four (24) months, commencing from the date of the letter of acceptance of the tender.

5. SERVICES APPLICABLE TO THIS TENDER

- 5.1. This tender involves maintenance of **FREEZER AND COOLER ROOMS** equipment which needs to operate properly and which fall under the control of the National Department of Public Works Regional Office Bloemfontein.
- 5.2. Upgrading of equipment and/or additions of any nature whatsoever are excluded in this tender.



THABO MOFUTSANYANE DISTRICT - 24 MONTHS PREVENTATIVE MAINTENANCE CONTRACT OF FREEZER ROOMS AND COLD ROOM INSTALLATIONS IN STATE BUILDINGS

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- 5.3. The National Department of Public Works reserves the right to enter into new contracts for major Repairs and Renovations and New Works in any complex or building covered in the area of this contract, which will then exclude day to day maintenance for the duration of this new contract.
- 5.4. Work undertaken under this contract, shall comply with the requirements described in the **MECHANICAL MAINTENANCE SPECIFICATION (MMS)**.

6. MANAGEMENT

- 6.1. The contractor undertakes to:
- a. Arrange with the relevant Client Department regarding access to the premises in order to execute the required work;
 - b. Take adequate precautions to prevent damage to structures, buildings, fittings and furnishing inside the premises and elsewhere on site;
 - c. **ACCEPT THE LIABILITY TO ANY INCIDENTS THAT MAY OCCUR ON THE EQUIPMENT BEEN ATTENDED TO. SHE/HE WILL BE LIABLE FOR ALL THE COSTS. THE CONTRACTOR MUST REFER TO CLAUSE 11 OF PA-10 (FM).**
 - d. Accept liability and to indemnify the National Department of Public Works against any claims whatsoever arising from his conduct and/or the conduct of his employees;
 - e. Safeguard all his employees in accordance with the regulations of the Unemployment Insurance Act 1966, (Act No. 30 of 1966) and any amendments thereof;
 - f. Comply with all By-laws and requirements of the local authority;
 - g. Provide appropriately qualified technicians and personnel to carry out any mechanical and electrical works, also on week-ends and public holidays.

7. EXECUTION OF BREAKDOWN AND CORRECTIVE MAINTENANCE

- 7.1. Generally, upon the instruction or request to render any work, the client must determine the urgency of the service, and report this to the designated official of the National Department of Public Works Regional Office Bloemfontein. For this purpose the call outs will be classed as follows:
- a. **An Emergency:** such as breakdown of a crucial piece of electrical or mechanical equipment or a total failure. Such an emergency must be attended to with minimum delay, and in any event, within 24 hours of receipt of the call.
 - b. Emergency services after hours may be executed without receipt of an official Complaint number solely on the telephonic request from a designated official of National Department of Public Works Regional Office Bloemfontein. The contractor must also ensure that he obtains the official complaint number from the National Department of Public Works Regional Office Bloemfontein on the following working day. No payment will be made without a complaint number. **The contractor must not take any instructions from the Client Department whenever there are any emergency services required.**



THABO MOFUTSANYANE DISTRICT - 24 MONTHS PREVENTATIVE MAINTENANCE CONTRACT OF FREEZER ROOMS AND COLD ROOM INSTALLATIONS IN STATE BUILDINGS

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- c. **All other services/repairs:** Shall be attended to within one week of the call. The work must be completed within the time stipulated by the designated official of the National Department of Public Works Regional Office Bloemfontein.

- 7.2. If the contractor fails to respond within the time limits as stated in 7.1(a) (b) and (c) hereof, the National Department of Public Works Regional Office Bloemfontein shall have the right to appoint any other contractor to do the work without further notification to the contractor. **The additional costs, if any, of such work, executed by another contractor, will be for the account of the contractor.**

8. ASCERTAINING THE EXTENT OR SCOPE OF A REPAIR/EMERGENCY TASK

- 8.1. It is the duty of the contractor, when called out for a repair or emergency task, to telephonically find out and ascertain as far as possible the precise situation on site and whether the problem is mechanical or electrical in order to be properly prepared for addressing the problem when arriving on site.

9. CONTRACTOR'S ABILITY

- 9.1. The work is to be carried out by competent technicians/artisans, all in accordance with the Basic Conditions of Employment Act (Act No. 3 of 1983) with Regulations and Occupational Health and Safety (Act 85/1993).
- 9.2. Tenderers are to note, that the equipment to be serviced/maintained/repared under this contract are all of the most strategic importance to the National Department of Public Works and full proof of the tenderer's ability to satisfactorily perform that specified services will be required. To this end, tenderer's premises will be inspected for tools, equipment and general good management before tenders are awarded.
- 9.3. Of particular importance also, is the location of the contractor's premises related to the facilities to be serviced/maintained/repared, because travelling time may become an issue under certain circumstances. Therefore, the contractor's premises must be local and near the facilities to be serviced/maintained/repared to avoid any delays.
- 9.4. **THE TENDERERS MUST SUBMIT COMPANY PROFILE, CERTIFICATES OF QUALIFICATIONS, APPRENTICESHIP AS WELL AS EXPERIENCE FOR EACH TECHNICIAN/ARTISAN EMPLOYED FOR EVALUATION PURPOSES BY THIS DEPARTMENT. BEFORE COMMENCEMENT WORK.**
- 9.5. **Tenderers will also have to satisfy the National Department of Public Works that:**
- (a) Their ability to obtain parts without delay for the equipment that may be required.
 - (b) Their mechanics/technicians are properly qualified to carry out the specified servicing/maintenance/repairs to the equipment contemplated under this contract.
 - (c) Their technicians doing the electrical services are fully qualified electricians, and have knowledge of H.V. and L.V. switching in order to test the equipment on load.
 - (d) Their technicians have knowledge of electronics and the operation sequence of automatic panels as well as the protection interlocks on the alternators. **Drawings of the circuits are not available.**



THABO MOFUTSANYANE DISTRICT - 24 MONTHS PREVENTATIVE MAINTENANCE CONTRACT OF FREEZER ROOMS AND COLD ROOM INSTALLATIONS IN STATE BUILDINGS

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- (e) Their technicians are fully conversant with the working of various mechanical and electrical equipment as well as protection devices and able to carry out minor and major repairs on site.
- (f) They will use competent trained staff directly employed and supervised by themselves and shall take all the necessary steps to maintain the installations and keep it in perfect working condition for the full period of this Service Maintenance and Repair contract.
- (g) **All electrical work shall be carried out by, or under the supervision of a Three Phase Licensed Electrician only, and all work done shall comply with the Standard Wiring Regulations, SANS 0142, as well as the National Department of Public Works' Standard Specification for Electrical Equipment and The Occupational Health and Safety Act (Act No 85 of 1993). It should be noted that the tendered amount in (item 1.3) of the bill of quantities will be paid whenever an approval is granted by the responsible official of the Department, to issue a (certificate of compliance: electrical) COC where by the electrical installation has been altered or modified.**

10. MATERIAL OF EQUAL QUALITY

- 10.1. Replacement parts, spares and materials used must be of equal specification to the component that is being replaced and must where possible carry the SABS OR SANS mark of approval. If such equivalent component is not available, then the alternative component must be approved by the designated official of the National Department of Public Works Regional Office Bloemfontein, prior to installation.
- 10.2. The serial numbers of original and new components or appliances such as compressors, motors, etc. shall be entered on job cards and invoices presented for payment. The guarantee cards and O&M manuals for new items must also be attached to job cards.
- 10.3. Defective parts must be handed to the responsible Client Department on site. During the handover of defective parts both the contractor and the Client Department must sign the handover agreement.

11. PRICES

- 11.1. All prices quoted by the tenderer for items in this document must include for additional costs, if any, that may occur as a result of these "Special Conditions" as well as for the supply of all tools, spares, miscellaneous such as ladders, scaffolding etc. and all expendable/consumables material such as oil, grease and cleaning material etc., necessary for the proper execution of maintenance, servicing and repair work, and everything necessary for the proper performance of the work as well as for operation of the plant.
- 11.2. All minor and incidental repairs such as replacement of nuts, bolts, washers, self-tapping screws, pop rivets, fixing of loose electrical wires, cleaning off dirt and cobwebs from equipment, etc. shall form part of service. The contractor shall allow for such repairs, (material, labour overheads, administration cost, profit etc.), in his price for servicing and for his operation.

THABO MOFUTSANYANE DISTRICT - 24 MONTHS PREVENTATIVE MAINTENANCE CONTRACT OF FREEZER ROOMS AND COLD ROOM INSTALLATIONS IN STATE BUILDINGS

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12. TARIFFS (UNIT RATES)

- 12.1. Each item in the bill of quantities as listed must be priced. **"NO COST", "R0.00", "FREE", "N/A" OR UNFAIR OR UNREASONABLE TARIFFS (UNIT RATES)** shall not be accepted and this may lead to disqualification of the tender.
- 12.2. The National Department of Public Works reserves the right to adjust rates in agreement with the contractor, before awarding the contract.

13. SCHEDULED MAINTENANCE SERVICES RATES

- 13.1. The **UNIT PRICE** tendered for in the bill of quantities (item 2) shall **INCLUDE** the below mentioned in 13.2, 13.3 and 13.4.
- 13.2. **All consumable material such as oil, grease, hacksaw blades, welding rod and material for all other forms of welding, insulation tapes, cleaning materials and chemicals etc, as well as servicing parts together with mark-up necessary for proper scheduled maintenance services must be inclusive in the unit price. No claims for the consumables shall be accepted.**
- 13.3. **Labour rates** shall be deemed to include statutory minimum labour rates for artisans and assistants, as well as overheads such as contribution to bonus, holiday, pension and medical funds, etc.
- 13.4. **Transport rates** shall include fuel, as well as overheads. The following shall be taken into account when determining rates:
- The Rate per kilometre shall be the rate approved in the bill of quantities in contract document.
 - The Distance travelled shall be determined as follows:
 - The distance shall be from the Main Post Office of the listed town for the District Municipality in which the service is applicable, to where the service is provided.
 - The following towns are listed for the various District Municipalities for purposes of calculating the distance travelled:

DISTRICT MUNICIPALITY	DISTANCE CALCULATED FROM
Thabo Mofutsanyane	Bethlehem
Fezile Dabi	Sasolburg
Lejweleputswa	Welkom
Motheo	Bloemfontein
Xhariep	Trompsburg

- 13.5. **The first 50km (return trip) for each complaint/call out registered is not claimable under this clause and bidders must make due allowance in their rates accordingly.**
- 13.6. The distance travelled will be limited to a maximum of two proven trips for each complaint registered. Additional trips may only be undertaken upon written approval from the designated official of National Department of Public Works Regional Office Bloemfontein.

14. NON - SCHEDULED REPAIRS RATES

- 14.1. Before commencement of any non-schedule repairs, the contractor must submit the quotation to the designated official of the National Department of Public Works.



THABO MOFUTSANYANE DISTRICT - 24 MONTHS PREVENTATIVE MAINTENANCE CONTRACT OF FREEZER ROOMS AND COLD ROOM INSTALLATIONS IN STATE BUILDINGS

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- 14.2. Should the material prices of the Contractor's supplier be abnormally high, the National Department of Public Works Regional Office Bloemfontein reserves the right to obtain a written quotation for similar items and the rates of lowest quotation shall then become applicable in this contract.
- 14.3. Exceptions will be made with emergency services that occur after-hours; the contractor shall render the service without providing the quotation, and will be paid based on the rates as indicated in the bill of quantities item 3.
- 14.4. The contractor must note that by referring to **normal-hours** the National Department of Public Works is expecting the contractor to work from **07H30 to 16H00 during week days.**
- 14.5. The contractor must note that by referring to **after-hours** the National Department of Public Works is expecting the contractor to work from **16H00 during week days, weekends as well as Public holidays.**
- 14.6. **Labour rates** shall be deemed to include statutory minimum labour rates for artisans and assistants, as well as overheads such as contribution to bonus, holiday, pension and medical funds, etc.
- 14.7. **Transport rates** shall include fuel, as well as overheads. The following shall be taken into account when determining rates:
- a. The Rate per kilometre shall be the rate approved in the contract document.
 - b. The Distance travelled shall be determined as follows:
 - i. The distance shall be from the Post Office of the listed town for the District Municipality in which the service is applicable, to where the service is provided.
 - ii. The following towns are listed for the various District Municipalities for purposes of calculating the distance travelled:

DISTRICT MUNICIPALITY	DISTANCE CALCULATED FROM
Thabo Mofutsanyane	Bethlehem
Fezile Dabi	Sasolburg
Lejweleputswa	Welkom
Motheo	Bloemfontein
Xhariep	Trompsburg

- 14.8. **The first 50km (return trip) for each complaint/call out registered is not claimable under this clause and bidders must make due allowance in their rates accordingly.**
- 14.9. The distance travelled will be limited to a maximum of two proven trips for each complaint registered. Additional trips may only be undertaken upon written approval from the official of National Department of Public Works Regional Office Bloemfontein.
- 14.10. The percentage material mark-up shall be as priced in the Bills of Quantities (**item 5.3**)
- 14.11. It should be noted that the tendered amount in (**item 5.1 & 5.2**) of bill of quantities **will not be paid as once off.** It will be paid whenever the contractor claim for any work done and material replaced and proof of perchance must be attached on the invoice.



THABO MOFUTSANYANE DISTRICT - 24 MONTHS PREVENTATIVE MAINTENANCE CONTRACT OF FREEZER ROOMS AND COLD ROOM INSTALLATIONS IN STATE BUILDINGS

REFERENCE NO: 19/4/2/4/11/20

TENDER NO: BL21/046

15. FIXED RATES CONTRACT AND SUB-CONTRACTING

- 15.1. This term contract is a fixed rate contract and no adjustments shall be made for any increases or decreases of rates for the duration of twenty four (24) months period.
- 15.2. Should the contractor wish to make use of sub-contractors, he shall apply to the designated official of National Department of Public Works Regional Office Bloemfontein for a written approval before making use of their services.
- 15.3. The National Department of Public Works Regional Office Bloemfontein shall not accept the invoice from the sub-contractor.

16. JOB CARDS

- 16.1. The contractor must obtain National Department of Public Works Job Card from the designated official of the National Department of Public Works Regional Office Bloemfontein at the commencement of this contract.
- 16.2. The Job Card must be completed legibly in ink after completion of each service. The contractor must submit completed job card with valid order number and complaint number written on it, together with the invoice, whenever work is done. **It should be noted that no work will be paid without a completed job card and tax invoice.**
- 16.3. The unit rates for items on the Job Card must be cross referenced to the applicable rates for similar items in the tender document by means of the page and item numbers e.g. (bill of quantities page 1, item 1.1).

17. OFFICIAL ORDER FORM

- 17.1. An official order number for this contract will be issued to the contractor at the commencement of this contract.

18. PAYMENT

- 18.1. Invoices for services rendered, must be accompanied by the following:
 - a. Completed Job Card.
 - b. Proof of attendance register (signed by the relevant official of Client Department and the contractor).
 - c. Schedule report whenever scheduled maintenance services are applicable.
 - d. Material invoices of suppliers for non - scheduled repairs.

Note: It should be noted that no work will be paid if the above mentioned documents stated in clause 18.1a to 18.1d are not attached to the invoice.

19. RUBBLE AND WASTE

- 19.1. All rubble and waste arising from the work must be removed. The site and buildings must be left clean and tidy.

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20. ACCESS CARDS TO SECURITY AREAS

- 20.1. Should the work fall within a security area, the contractor may obtain access for his employees who work within such an area from S.A. National Defence Force, S.A. Police Services, Department of Correctional Services and any other Department.
- 20.2. The contractor must comply with any regulations or instructions issued from time to time, concerning the safety of persons and property, by the S.A. National Defence Force, S.A. Police Services, Department of Correctional Services and any other Department.

21. SECURITY CHECK ON PERSONNEL

- 21.1. The Department or the Chief of the S.A. National Defence Force, or the Commissioner of the SA Police Services, or any other Department, may require the contractor to have his personnel or a certain number of them, security classified.
- 21.2. In the event of either the Department, the Chief of S.A. National Defence Force or the Commissioner of the S.A. Police Services, or any other Department requesting the removal of a person or persons from the site for security reasons, the contractor shall do so forthwith and the contractor shall thereafter ensure that such person or persons are denied access to the site and/or to any documents or information relating to the work.

22. CONTRACTOR AND CLIENT DEPARTMENT SHALL NOT NEGOTIATE; DISPUTES

- 22.1. The contractor and the Client Department, on whose behalf the work is being done, are not permitted to enter into negotiations with regard to any matter whatsoever relating to the rates and conditions of the contract.

23. GUARANTEE AND MANUALS

- 23.1. The contractor must give **three (03) months written guarantee** on workmanship. The guarantee will commence immediately from the date of certification of work done.
- 23.2. The contractor must give **one (01) year written guarantee** on all new components and also obtain the relevant Operational & Maintenance manuals from the supplier. Should the contractor install any equipment which offers a manufacturers guarantee in excess of the 12 months referred to above, shall be responsible for liaising with the manufacturer/supplier for the repair/replacement thereof (in the event of faulty equipment) at no extra cost to the National Department of Public Works.

24. WORK PROGRAM FOR SCHEDULED MAINTENANCE SERVICES

- 24.1. During the first site visit, an inspection should be conducted by the contractor who has been awarded the term contract and the report must be submitted as mentioned in (item 24.2) below.
- 24.2. The contractor shall within 60 days from commencement date, submit to the designated official of the National Department of Public Works a detailed work program for the execution of Scheduled Maintenance Services as stated in the Mechanical Maintenance Specifications, listing each equipment name/model and capacity, its location and recommended dates of future maintenance services.

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25. REPORTS & CHECK LISTS

- 25.1. The check list for the maintenance to the installations is contained in the Mechanical Maintenance Specification (MMS). On each visit to an installation the contractor must attend to all the items listed in the check list.

26. SECURITY CLEARANCE

- 26.1. In compliance with the Department's Internal Security Policy drafted in terms of the Minimum Information Security Standards (MISS) and other security legislation, no service provider shall render any service to the National Department of Public Works without the necessary security clearance.
- 26.2. Bidders will thus be subjected to, and must pass a Security Clearance check undertaken by the National Department of Public Works prior to the award of bids.
- 26.3. The National Department of Public Works reserves the right to terminate a quote should the bidder fail to pass the Security Clearance check.

27. COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA)

- 27.1. In compliance with the Compensation for Occupational Injuries and Diseases Act (COIDA), site handover to the successful bidder will only take place once he/she has provided a valid "Proof of Registration" or "letter of Good Standing" issued by the Compensation Commissioner, clearly specifying the nature of business which must be within the relevant category.

28. COMPLIANCE WITH OCCUPATIONAL HEALTH AND SAFETY ACT NUMBER 85 OF 1993

- 28.1. The contractor must ensure compliance with health and safety act no. 85 of 1993.
- 28.2. The contractor must make sure that before he/ she performs any activity related to Health and Safety, he/ she has received complaint form (DPW 415) from the National Department of Public Works Regional Office Bloemfontein.
- 28.3. It is expected that the contractor submit the Health and Safety plan before the commencement of the work, within 21 working days after the award. The file will be verified and approved by the National Department of Public Works Health and Safety officer.
- 28.4. The contractor will then submit the invoice for the file once it is approved. The contractor will be paid the tendered amount as stated in (item 1.2) of bill of quantities.
- 28.5. The contractor must submit his/ her invoice together with a completed job card with valid order number, complaint number written on it and approved Health and Safety plan. It should be noted that no work will be paid without the hereof mentioned documents. It should be noted that the tender amount in (item 1.2) of bill of quantity will be a once off payment.
- 28.6. It should be noted that the tendered amount in (item 1.1) of bill of quantities **will not be paid as once off**. It will be paid whenever the contractor claim for any activity done under Health and Safety. Therefore the amount paid will not exceed the tender amount in item 1.1 of bill of quantities.



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- 28.7. The contractor must submit his/ her invoice together with a completed job card with valid order number, complaint number written on it, Proof of attendance register (signed by both candidates who attended the training, the contractor and the trainer) whenever Health and Safety induction and/ or training is conducted. It should be noted that no work will be paid without the hereof mentioned documents.
- 28.8. The contractor must submit his/ her invoice together with a completed job card with valid order number, complaint number written on it, material invoices of suppliers whenever Health and Safety material/ equipment is been bought. It should be noted that no work will be paid without the hereof mentioned documents.

END OF SPECIAL CONDITIONS OF CONTRACT

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MECHANICAL MAINTENANCE SPECIFICATION (MMS)

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1. SCOPE

1.1 This specification covers the general maintenance of refrigeration installations, which include the following equipment:

2. Cold rooms
3. Freezer rooms
4. Pre-cooler rooms

1.2 This specification also covers but not limited to the maintenance of the following ancillary equipment:

1. Instrumentation and controls
2. Electrical control panels
3. Custom equipment inside cold and freezer rooms (shelving, wall panels, strip curtain/plastic door strips, rubber floor mate etc.)
4. Water supply and drainage to and from equipment.

1.3 This specification covers for a maintenance period of 24 months.

1.4 This specification shall form an integral part of the maintenance contract document and shall be read in conjunction with the additional and particular specifications compiled as part of this document.

1.5 The Contractor shall at all times adhere to this specification, unless otherwise specified in the particular specification.

2. STANDARD SPECIFICATIONS

2.1 GENERAL STANDARD SPECIFICATIONS, REGULATIONS AND CODES

The latest edition, including all amendments up to date of tender, of the following specifications, publications and codes of practice shall be read in conjunction with this specification and shall be deemed to form part thereof.

2.2 SABS/SANS AND OTHER SPECIFICATIONS AND CODES:

SANS 10400	-	The application of the building regulations
SANS 10142	-	Code of practice for the wiring of premises
SABS 044 Parts I to IV	-	Welding
SANS 10103	-	The measurement and rating of environmental noise with respect to annoyance and speech communications
SANS 10147	-	Refrigeration
SABS/SANS Specifications listed in the Department of Public Works Specifications PW 371	-	

DEPARTMENT OF PUBLIC WORKS SPECIFICATIONS

PW 371	-	Specification of materials and methods to be used.
PW 379	-	Standard Conditions in Respect of the Supply, Delivery and Installation of Electrical, Mechanical Plant and Materials.
STS 2	-	Standard specification for refrigeration services: Issue VIII.
STS 5	-	The Electrical Installations and Electrical Equipment pertaining to Mechanical Services: Issue IXa.



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2.4 OCCUPATIONAL HEALTH AND SAFETY ACT

All regulations and statutory requirements as laid down in the latest edition of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) shall be adhered to.

2.5 MANUFACTURERS' SPECIFICATIONS, CODES OF PRACTICE AND INSTALLATION INSTRUCTIONS

All equipment and materials shall be installed, serviced and repaired strictly in accordance with the manufacturers' specifications, instructions and codes of practice.

2.6 MUNICIPAL REGULATIONS, LAWS AND BY-LAWS

All municipal regulations, laws, by-laws and special requirements of the Local Authority shall be adhered to unless otherwise specified.

3. VARIATIONS AND ADDITIONS TO STANDARD SPECIFICATIONS

The following additional general specifications and requirements shall be read in conjunction with this specification and shall be adhered to unless otherwise specified in the particular specification.

3.1 GENERAL

- a) All materials and equipment supplied and installed shall be new and of high quality and manufactured to the relevant specifications, suitable for providing efficient, reliable and trouble-free service.
- b) All work shall be executed in a first-class workman-like manner by qualified tradesmen.
- c) All equipment, component parts, fittings and materials supplied and/or installed, shall conform in respect of quality, manufacture, test and performance to the requirements of the applicable current SABS/SANS specifications and codes.
- d) All materials and workmanship which is inferior to that specified for the work will be condemned. All condemned material and workmanship shall be replaced or rectified as directed and approved by the designated official of the NDPWI.
- e) The Contractor shall submit a detailed list of the equipment and materials to be used to the designated official of the NDPW for approval before placing orders or commencing installation.
- f) All new equipment, materials and systems shall be installed and positioned such as not to impede on access routes, entrances and other services. The Contractor shall coordinate these items taking other services and equipment into account.
- g) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.
- h) The Contractor shall make sure that all safety regulations and measures are applied and enforced during the repair and construction periods to ensure the safety of the Public and Client Department.

3.2 TESTING OF REFRIGERATION PIPING AND EQUIPMENT

- a) All new refrigerant pipe installations and equipment under the repair contract shall be vacuum pumped until dry, before taken into use. This vacuum and dryness test shall be witnessed by the qualified personnel.
- b) The system shall be vacuum pumped by means of a suitable vacuum pump.
- c) The dryness of the refrigeration system shall be indicated by an approved moisture indicator.
- d) Should moisture be present, the system shall be leak tested and the leak repaired. Should no leak be present, the system shall be flushed with dry nitrogen, vacuum pumped again and rechecked for dryness.



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- e) If the completed system complies with all specifications and passes the tests and inspection, it can be approved and the Contractor may be instructed to recharge the system with the correct refrigerant and refrigerant charge.
- f) Under no circumstances shall refrigerant piping/installation be purged.

3.3 REFRIGERANTS

- a) No chlorofluorocarbon (CFC) refrigerant shall be used in installations.
- b) Equipment still running on CFC's shall be maintained with the CFC until such time that a leak occurs or the refrigerant has to be discharged. The system shall then be converted to a HFFC or compatible refrigerant as prescribed in the Montreal Protocol.
- c) Any CFC refrigerant that has to be discharged shall be decanted by means of an approved reclaiming system and not discharged to the atmosphere. Should the Contractor not comply with this requirement, full action against him shall be taken contractually and statutory.
- d) Any refrigerant system not supplied with three-way servicing valves shall be provided with service valves. These valves shall be installed on both the suction and discharge valves of the compressors. Tap-o-line valves shall not be fitted or used on the systems.
- e) In the event of an electrical motor burn-out in a hermetic or semi-hermetic compressor, a burn-out dryer shall be used. Purging only is prohibited. The burn-out dryer shall be installed and removed in accordance with the manufacturer's instructions.
- f) No synthetic components or solutions shall be used to repair leaks in refrigeration piping, on coils or evaporators. Only approved gas welding shall be used.

4. LOGGING AND RECORDING PROCEDURES

The Contractor shall under this maintenance contract institute a logging and recording system as part of his maintenance control plan as required by the Occupational Health and Safety Act. This shall consist of a log and record book which shall be utilised to log and record all operations, faults, system checks, breakdowns, maintenance visits, inspections, etc.

The logbook shall be kept in a safe place as agreed with the designated official of the NDPW and Client Department and shall only be utilised by the Contractor. Copies of the monthly entries and recordings into the logbook shall be submitted by the Contractor together with his monthly report to the designated official of the NDPW. This logbook shall be structured to include at least the following:

- a) Monthly inspection and maintenance actions,
- b) Breakdown reports,
- c) Statutory inspection and test comments and reports.

5. RE-COMMISSIONING OF SYSTEM AND INSTALLATION

5.1 GENERAL

- a) On completion of the maintenance work the plant and equipment shall be put into operation after all tests and adjustments have been carried out to the satisfaction of the designated official of the NDPWI.
- b) Logging of the operation of the installation shall commence immediately upon start-up. The Contractor shall submit a full commissioning report.

5.2 RE-COMMISSIONING OF SYSTEM AND ANCILLARY EQUIPMENT

- a) On completion of repairs, the Contractor shall re-commission the system and its ancillary equipment. This operation shall be done strictly in accordance with the manufacturer's specification and shall be witnessed by the designated official of the NDPW.
- b) The operation shall include, but not be limited to the following:

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- c) All required pre-commissioning mechanical checks
 - 1. Check all pipe couplings.
 - 2. Check system for leaks.
 - 3. Check rotation of all fans.
 - 4. Check mountings of all equipment.
- d) All required pre-commissioning electrical checks
 - 1. Check all wiring connections for tightness and repair any hot connections.
 - 2. Check that all electrical equipment have been properly reconnected in accordance with the manufacturer's specification.
 - 3. Perform and record all required electrical insulation tests on equipment.
 - 4. Check and test all controls with main circuits isolated.
 - 5. Check all motor-driven equipment for correct rotational directions.
 - 6. Check and test the operation of all indication and warning lights.
 - 7. Check, set, record and readjust all equipment control and set points in accordance with manufacturer's specification.
- e) Run all motor-driven equipment for a period to ensure free movement and correct operation, feed pumps only to be operated for a short interval to check rotation.

5.3 COMMISSIONING

On completion of the pre-commissioning checks the Contractor shall proceed with the commissioning. This shall be done strictly in accordance with the manufacturer's specifications and shall include, but not be limited to the following:

- a) Start the system and check the suction and discharge pressures.
- b) Check the running amps of the compressor(s) and fan(s).
- c) Check operation of all fans.
- d) After one hour, recheck the suction and discharge pressures and running amps.
- e) Check the inlet and outlet temperatures and blower unit.
- f) In freezer room, check the sequence of operation in the defrost cycle.
- g) Reset the defrost timer.
- h) Complete the commissioning data sheets.

The Contractor shall visit, inspect, test and readjust the system over the 30-day period following the re-commissioning to ensure the correct functioning of the system and its associated equipment.

6. GUARANTEE AND WARRANTY OF NEW INSTALLATION AND EQUIPMENT

- a) The Contractor shall provide guarantees and warranty obtained from the manufacturer(s) and/or supplier(s) to the effect that each piece of new equipment, supplied and installed under the repair contract, complies with the required performance and will function as part of the complete system.
- b) All new equipment including the complete new installations and the systems as a whole shall be guaranteed for a period of twelve (12) months commencing on the day of issue of a certificate of completion for repair work of the installation.

7. MAINTENANCE TOOLS AND SPARES

- a) The Contractor shall stock all maintenance tools needed to maintain the installation in a good working order. It is the responsibility of the Contractor to stock all the spares needed for breakdown and emergency maintenance to ensure minimum downtime.



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- b) Spares that are easily and quickly obtained from suppliers such as bearings etc. need not be kept in stock. The Contractor however will be responsible to ensure they can obtain these spares within a maximum time limit of 2 working days.
- c) In the case of irregular parts needed due to unforeseen breakdowns the Contractor will Endeavour to obtain the unique part as quickly as is practically possible.
- d) All replacement tools and spares shall be as specified by the equipment manufacturers.
- e) The tools and spares to be carried shall include but not be limited to at least the following:

1. Tools

- Oxi-acetylene welding set
- Soldering iron
- Pipe cutter
- Swaging tool set
- Tung tester
- Voltage tester
- Full set of screwdrivers, spanners and shifting spanners
- Service valve ratchet
- Vacuum pump
- Refrigerant reclaiming set
- Core comb Leak detector (electronic, leak torch or Spectro light)
- Brazing set
- Analyzing gauges
- Pipe benders: ¼" – 1"
- Flaring tool set
- Air-flow meter
- Anne temperature measuring set

2. Spares

- Cold/freeze room door latches and hinges
- Valves
- Refrigeration compressor oil
- Refrigerants, Filter dryers
- Expansion valves
- V-belts, Bearings
- Service valve seals
- Copper piping (all sizes installed in the systems).

8. MAINTENANCE TO INSTALLATIONS AND EQUIPMENT

8.1 GENERAL

Monthly maintenance responsibilities for each installation including all units and components as specified shall commence with access to the site. A difference shall be made in payment for the maintenance prior to and after practical completion of repair work. This part of the contract shall include:

a) Routine preventative maintenance

This entails the rendering of services and servicing of equipment according to a predetermined maintenance control plan to:

- i) Replace, repair and service components of equipment, units or parts thereof for each installation at prescheduled moments regardless of condition;
- ii) Re-adjust, reset, clean, corrosion protect all components of equipment, units or parts thereof for each installation; and carry out all implied actions to maintain installations in their present functional condition.



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PREVENTATIVE MAINTENANCE SHALL BE AIMED AT MINIMIZATION OF BREAKDOWNS.

b) Corrective maintenance

This entails regular observation of the equipment if required, identifying pending breakdowns, maladjustment or anomalies of equipment, units or parts of installations and subsequent action to restore installations to the functional condition as before the breakdown.

c) Breakdown maintenance

This entails repair and/or replacement of defective equipment, units or parts of installations following a breakdown that leaves the installation inoperable or unsafe, and subsequent action to restore installations to their normal functional condition, within the maximum down-time allowed.

Response time: Same day if call is received before 15H00, otherwise next day.

d) Emergency maintenance repairs

These repairs are defined as any work required rectifying an emergency breakdown that disables a complete installation and prevents it from functioning to its designed service level.

Response time: 2 hours.

e) Ordinary maintenance repairs

These repairs are defined as all maintenance work required other than emergency maintenance repairs.

Response time: Same day if call is received before 12H00, otherwise next day.

f) Fatal breakdown

Fatal breakdown is defined as an occurrence when an installation or a specified part thereof fails to operate for any period of time other than during the execution of routine preventative and corrective maintenance activities.

Response time: 2 hours.

All the above mentioned maintenance work shall be executed in accordance with the relevant codes of practice, statutory regulations, standards, regulations, municipal laws and by-laws and the manufacturers' specifications and codes of practice. The maintenance schedules and frequency shall be developed under the maintenance control plan to be instituted by the Contractor. All new equipment, components and materials supplied and installed under the maintenance contract shall be furnished with a prescribed manufacturer's guarantee and warranty. The maintenance work and items are to be categorized by the Contractor for each maintenance activity under the following headings:

Cold rooms; 2. Freezer rooms;



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9. ANNEXURE A - MONTHLY PREVENTATIVE MAINTENANCE FOR COLD ROOMS

..... CLIENT USERS NAME AND TELEPHONE NUMBER	 COMPLAINT NUMBER
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TABLE 1: SCHEDULED ACTIONS TOGETHER WITH CHECKLIST

NB: The contractor is expected to perform but not limited to the below actions

ITEM	MAINTENANCE DESCRIPTION	ACTION	COMMENTS
1	Inspect equipment for defects, leaks, operation and electrical faults	Check/Adjust/Repair/ Record	
2	Inspect all air intakes and outlets for blockages.	Check/Clean/Record	
3	Check all accessible pipes for blockages, leaks, damages, loose or damaged insulation and support systems.	Check/Clean/Repair/ Record	
4	Check the insulation particularly the armo-flex for any damages and repair if necessary	Check/Repair/ Record	
5	Check all refrigerant, water and drainage pipes for damages and leaks.	Check/Repair/Record	
6	Check alignment and condition of bearings.	Check/Adjust/Replace/ Record	
7	Check alignment and condition of valves.	Check/Adjust/Repair/ Record	
8	Check tension and condition of V-belts.	Check/Adjust/Replace/ Record	
9	Sight glass: Check if there is running moisture or bubbles, remove as necessary.	Check/Clean/Repair/Record	
10	Carry out a visual inspection on the condensing unit for blockages on the condenser, loose components and correct operation of the condenser fan.	Check/Clean/Repair/ Record	
11	Carry out a visual inspection on the evaporator for blockages, loose components and correct operation of the evaporator fan.	Check/Clean/Repair/ Record	
12	Check full operation of all controls including safety devices.	Check/Adjust/Repair/ Record	
13	Check refrigerant, charge if necessary.	Check/Refill/Record	
14	Check all enclosures for external damage.	Check/Repair/Record	
15	Check electric motors running temperatures.	Check/Repair/Record	
16	Check electrical connections for tightness.	Check/Repair/Record	
17	Clean motor frame, particularly the air passages.	Clean/Record	



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ITEM	MAINTENANCE DESCRIPTION	ACTION	COMMENTS
18	Check the operation of the cold room doors, including the operation of the safety exit device.	Check/Repair/Record	
19	Check operation of cold room heat tape.	Check/Repair/Record	
20	Check filters dryers.	Check/Clean/Repair/ Record	
21	Check superheat and functioning of expansion devices.	Check/Repair/Record	
22	Check operation of HP and LP switches.	Check/Repair/Record	
23	Check operation of controls.	Check/Adjust/Repair/ Record	
24	Clean all grilles and diffusers.	Clean/Record	
25	Check all painted surfaces and repair if required.	Check/Repair/Record	
26	Check all mountings and anti-vibration mountings.	Check/Repair/Record	
27	Clean condenser coils.	Clean/Record	
28	Clean all condensate drain pans and pipes.	Clean/Record	
29	Clean all filter frames and seals.	Clean/Record	
30	Grease all bearings.	Check/Grease/Repair/ Record	
31	Check motor speed and rotational direction.	Check/Repair/Record	
32	Check motor and compressor voltages and currents.	Check/Repair/Record	
33	Check overload settings.	Check/Repair/Record	
34	Check fan blades.	Check/Repair/Record	
35	Check all electrical connections.	Check/Repair/Record	
REMARKS:			
.....			
.....			
.....			
.....			
.....			
CONTRACTOR SIGNATURE			DATE



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10. ANNEXURE B - MONTHLY PREVENTATIVE MAINTENANCE FOR FREEZER ROOMS

..... CLIENT USERS NAME AND TELEPHONE NUMBER	 COMPLAINT NUMBER
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TABLE 2: SCHEDULED ACTIONS TOGETHER WITH CHECKLIST

NB: The contractor is expected to perform but not limited to the below actions

ITEM	MAINTENANCE DESCRIPTION	ACTION	COMMENTS
1	Inspect equipment for defects, leaks, operation and electrical faults	Check/Adjust/Repair/ Record	
2	Inspect all air intakes and outlets for blockages.	Check/Clean/Record	
3	Check all accessible pipes for blockages, leaks, damages, loose or damaged insulation and support systems.	Check/Clean/Repair/ Record	
4	Check the insulation particularly the armo-flex for any damages and repair if necessary	Check/Repair/ Record	
5	Check all refrigerant, water and drainage pipes for damages and leaks.	Check/Repair/Record	
6	Check alignment and condition of bearings.	Check/Adjust/Replace/ Record	
7	Check alignment and condition of valves.	Check/Adjust/Repair/ Record	
8	Check tension and condition of V-belts.	Check/Adjust/Replace/ Record	
9	Sight glass: Check if there is running moisture or bubbles, remove as necessary.	Check/Clean/Repair/Record	
10	Carry out a visual inspection on the condensing unit for blockages on the condenser, loose components and correct operation of the condenser fan.	Check/Clean/Repair/ Record	
11	Carry out a visual inspection on the evaporator for blockages, loose components and correct operation of the evaporator fan.	Check/Clean/Repair/ Record	
12	Check full operation of all controls including safety devices.	Check/Adjust/Repair/ Record	
13	Check refrigerant, charge if necessary.	Check/Refill/Record	
14	Check all enclosures for external damage.	Check/Repair/Record	
15	Check electric motors running temperatures.	Check/Repair/Record	
16	Check electrical connections for tightness.	Check/Repair/Record	
17	Clean motor frame, particularly the air passages.	Clean/Record	



THABO MOFUTSANYANE DISTRICT - 24 MONTHS PREVENTATIVE MAINTENANCE OF FREEZER AND COLD ROOM INSTALLATIONS IN STATE BUILDINGS

REFERENCE NO: 19/4/2/4/11/20

TENDER NO: BL21/046

ITEM	MAINTENANCE DESCRIPTION	ACTION	COMMENTS
18	Check the operation of the freezer room doors, including the operation of the safety exit device.	Check/Repair/Record	
19	Check operation of freezer room heat tape.	Check/Repair/Record	
20	Check the filter dryers.	Check/Clean/Repair/ Record	
21	Check superheat and functioning of expansion devices.	Check/Repair/Record	
22	Check operation of HP and LP switches.	Check/Repair/Record	
23	Check operation of controls.	Check/Adjust/Repair/ Record	
24	Clean all grilles and diffusers.	Clean/Record	
25	Check all painted surfaces and repair if required.	Check/Repair/Record	
26	Check all mountings and anti-vibration mountings.	Check/Repair/Record	
27	Clean condenser coils.	Clean/Record	
28	Clean all condensate drain pans and pipes.	Clean/Record	
29	Clean all filter frames and seals.	Clean/Record	
30	Grease all bearings.	Check/Grease/Repair/ Record	
31	Check motor speed and rotational direction.	Check/Repair/Record	
32	Check motor and compressor voltages and currents.	Check/Repair/Record	
33	Check overload settings.	Check/Repair/Record	
34	Check fan blades.	Check/Repair/Record	
35	Check all electrical connections.	Check/Repair/Record	
REMARKS:			
..... CONTRACTOR SIGNATURE		 DATE	



public works & infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

Further Conditions of Tender (Extension of DPW03)

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT (COIDA):

In compliance with the Compensation for Occupational Injuries and Diseases Act (COIDA), site handover to the successful bidder will only take place once he/she has provided a valid "Proof of Registration" or "letter of Good Standing" issued by the Compensation Commissioner, clearly specifying the nature of business which must be within the relevant category.

SECURITY CLEARANCE:

In compliance with the Department's Internal Security Policy drafted in terms of the Minimum Information Security Standards (MISS) and other security legislation, no service provider shall render any service to the Department without the necessary security clearance.

Bidders will thus be subjected to, and must pass a Security Clearance check undertaken by the Department prior to the award of bids.

The Department reserves the right to cancel a bid should the bidder fail to pass the Security Clearance check.

QUALIFICATION OF PERSON UNDERTAKING ELECTRICAL WORK:

Site handover to the successful bidder will only take place once he/she has submitted acceptable proof of accreditation of the person undertaking any electrical work and which person will thereafter issue the Electrical Certificate of Compliance.

FACILITIES MANAGEMENT

CONDITIONS OF CONTRACT (DPW)

SEPT. 2005 VERSION 1

PA-10 (FM): CONDITIONS OF CONTRACT

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1. DEFINITIONS

- 1.1. The following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:
- 1.1.1. "Additional Services" are increases in the quantity of the routine Services detailed in the Scope of Works.
- 1.1.2. "Bill of Quantities" means the document so designated in the Pricing Data that describes the Services and indicates the quantities and rates associated with each item which the Employer agrees to pay the Service Provider for the Services completed;
- 1.1.3. "Certificate of Completion" means the certificate issued by the Service Manager signifying that the Contract has expired;
- 1.1.4. "Commencement Date" means the date on when the Service Provider is notified of the Employer's acceptance of its offer;
- 1.1.5. "Contract" means the Contract signed by the Parties and of which these Conditions of Contract form part of, and such amendments and additions to the Contract as may be agreed in writing between the Parties;
- 1.1.6. "Contract Data" means the specific data, which together with these Conditions of Contract, Scope of Works and Pricing Data collectively describe the risks, liabilities and obligations of the contracting Parties and the procedures for the administration of the Contract;
- 1.1.7. "Contract Period" is from Commencement Date for the period stated in the Contract Data;
- 1.1.8. "Contract Price" means the price to be paid for the Services in accordance with the Pricing Data, subject to such additions thereto or deductions therefrom as may be made from time to time under the provisions of the Contract;
- 1.1.9. "Contract Sum" refers to the amount stated by the Service Provider in the Form of Offer and Acceptance;
- 1.1.10. "CPAP" means contract price adjustment provisions used for the adjustment of fluctuations in the cost of labour, plant and materials and goods as stated in the Contract Data;
- 1.1.11. "Day" means a calendar day;
- 1.1.12. "Drawings" means all drawings, calculations and technical information which are made available to the Service Provider for inspection at a venue and time to be announced by the Service Manager and any modifications thereof or additions thereto from time to time approved in writing by the Employer or delivered to the Service Provider by the Employer;
- 1.1.13. "Employer" means the contracting Party named in the Contract Data who appoints the Service Provider;
- 1.1.14. "Equipment" includes all appliances, tools implements, machinery, articles and things of whatsoever nature required in or for the rendering, completion or defects correction of the Services but does not include materials;
- 1.1.15. "Facilities" means the land and buildings, detailed in the Scope of Works, and any additions, or omission thereto, made available by the Employer for the purposes of the Contract, on, under, over, in or through which the Services are to be rendered or carried out;
- 1.1.16. "Form of Offer and Acceptance" means the written communication by the Employer to the Service Provider recording the acceptance of the Service Provider's offer;
- 1.1.17. "Identified Projects" means any projects, other than routine Services, identified and agreed to by the Parties during the Contract period or any extensions thereto, to be completed in terms of the Contract.



- 1.1.18. "Materials" includes all materials, commodities, articles and things required to be furnished under the Contract for the execution of the Services;
- 1.1.19. "Month" refers to the period commencing on a certain day of a month to the day preceding the corresponding day of the next month;
- 1.1.20. "Parties" means the Employer and the Service Provider;
- 1.1.21. "Pricing Data" means the document that contains the Bill of Quantities and provides the criteria and assumptions, which it will be assumed in the Contract were taken into account by the Service Provider when developing his prices;
- 1.1.22. "Services" means all the work to be performed by the Service Provider during the Contract Period in accordance with the Contract, as more fully set out in the Scope of Works, as amended from time to time by written agreement between the Parties;
- 1.1.23. "Service Provider" means the Tenderer, as named in the Contract Data, whose offer has been accepted by or on behalf of the Employer and, where applicable, includes the Service Provider's heirs, executors, administrators, trustees, judicial managers or liquidators, as the case may be, but not, except with the written consent of the Employer, any assignee of the Service Provider;
- 1.1.24. "Service Manager" means the representative of the Employer named as the Service Manager in the Contract Data. The Employer reserves the right to replace the said Service Manager, by written notice to the Service Provider, without the need to furnish reasons therefor;
- 1.1.25. "Scope of Work" refers to the document which defines the Employer's objectives and requirements and specifications and any other requirements and constraints relating to the manner in which the Services must, or may, be provided or performed;
- 1.1.26. "Service Period" refers to the period indicated in the Contract Data during which the Service Provider shall render the Services required in terms of the Contract;
- 1.1.27. "Transitional Stage" refers to the period indicated in the Contract Data, which commences immediately on the expiry of the Service Period, and during which the Services to be provided by the Service Provider shall include, inter alia, the provision and transfer to the incoming service provider of managerial support and information, as detailed in the Scope of Works.

2. INTERPRETATION

- 2.1. In this Contract, except where the context otherwise requires:
- 2.1.1 The masculine includes the feminine and the neuter, vice versa;
- 2.1.2 The singular includes the plural; and vice versa
- 2.1.3 Any reference to a natural person includes a body corporate, firm, association or consortium/joint venture/partnership, vice versa.
- 2.2. The headings to the clauses of this Contract are included for reference purposes only and shall not affect the interpretation of the provisions to which they relate.
- 2.3. Words and phrases defined in any clause shall bear the meanings assigned thereto.
- 2.4. The various parts of the Contract are severable and may be interpreted as such.
- 2.5. The expressions listed in clause 1 bear the meanings as assigned thereto and cognate expressions bear corresponding meanings.
- 2.6. If any provision in a definition clause is a substantive provision conferring rights or imposing obligations on any Party, effect shall be given to it as if it were a substantive clause in the body of the Contract, notwithstanding that it is only contained in the interpretation clause.



3. DURATION

- 3.1. The rights and obligations of the Parties to this Contract shall commence on the Commencement Date.
- 3.2. Subject to the terms of clauses 33 and 34 relating to breach and termination respectively, the Contract will commence on the Commencement Date and terminate on the expiry of the Contract Period, unless it is extended in terms of clause 3.3.
- 3.3. The terms or duration of the Contract may be extended as a result of bona fide negotiations between the Parties. No extension of term or duration of the Contract shall however be valid unless the terms and conditions of such extension has been reduced to writing and signed by the authorised representatives of both Parties.

4. RIGHTS AND OBLIGATIONS OF THE EMPLOYER

- 4.1. The Employer shall give access to or supply the Service Provider with:
 - 4.1.1 All relevant, available data and information required and requested by the Service Provider for the proper execution of the Services; and
 - 4.1.2 Such assistance as shall reasonably be required by the Service Provider for the execution of its duties under the Contract.

5. RIGHTS AND OBLIGATIONS OF THE SERVICE PROVIDER

- 5.1. The Service Provider shall, in executing his obligations, comply with the Service Manager's written instructions on any matter relating to the Services.
- 5.2. The Service Provider shall take instructions only from the Service Manager or other persons authorised by the Service Manager in terms of Clause 6.
- 5.3. The Service Provider shall not have the power of attorney or authority to enter into any contract or to otherwise bind or incur liability on behalf of the Employer, save where prior written authorisation has been obtained.
- 5.4. The Service Provider shall ensure that it, its employees, agents and representatives have the relevant experience and capacity necessary for rendering of the Services with the reasonable degree of skill, care and diligence that may be expected of professionals providing services similar to the Services.
- 5.5. Should any member of the Service Provider's team, in the opinion of the Service Manager or occupants of the Facilities, misconduct himself or is incompetent or negligent in the delivery of the Services, or whose presence on the Facilities is otherwise considered by the Service Manager, or occupants of the Facilities, on reasonable grounds, to be undesirable, the Employer may, in writing and together with reasons therefor, request that such person be removed. Such person shall not again be employed on the Services without the prior written consent of the Employer.
- 5.6. The Service Provider undertakes to effect such removal, as referred to in 5.5 above, within a day of receipt of the Employer's written request.
- 5.7. The Service Provider shall ensure that reasonable levels of care and responsibility are exercised when using items belonging to the Employer in the delivery of the Services.
- 5.8. During the ongoing provision of the Services the Service Provider shall at all times keep the Facilities clean and in a safe condition.
- 5.9. Notwithstanding anything herein contained to the contrary, it is specifically agreed that the appointment of the Service Provider shall not create an employment contract or relationship between the Parties and the Service Provider or his employees shall therefore not be entitled to any benefits to which the employees of the Employer may be entitled.

6. SERVICE MANAGER

- 6.1. The Service Manager shall administer the Contract on behalf of the Employer in accordance with the provisions of the Contract.
- 6.2. The Service Manager may delegate any of his powers and authority and may cancel such delegation, on the prior written notification thereof to the Service Provider.
- 6.3. Such delegation shall continue in force until the Service Manager notifies the Service Provider in writing that the delegation is terminated.
- 6.4. The Service Provider may at any time, prior to giving effect thereto, refer any written order or instruction of the Service Manager's delegatee to the Service Manager who shall confirm, reverse or vary such order or instruction.

7. SECURITY

- 7.1. The Service Provider shall provide to the Employer security in the amount and in the form set out in the Contract Data and any expenditure incurred in doing so shall be borne by the Service Provider.
- 7.2. Should the Service Provider fail to select the security to be provided or should the Service Provider fail to provide the Employer with the selected security within 21 days from Commencement Date, it shall be deemed that the Service Provider has selected a security in the form of a retention of 2.5 % of the Contract Sum (excl. VAT).

8. SECURITY CLEARANCE

- 8.1. In the event of security clearance becoming necessary, the Service Provider, any subcontractors and all human resources utilized by the Service Provider undertake to undergo security clearance, for which purpose the necessary forms will be made available to the Service Provider at the relevant time by the Employer. The Service Provider accepts that if he or any of his human resources refuses to undergo the required security clearance, they will not be allowed on the Facilities to render the Services.
- 8.2. It is required that all persons engaged in the rendering of the Services shall be easily identifiable and where required, security cleared.

9. CONFIDENTIALITY

- 9.1. The Service Provider undertakes to keep any and all information, of whatever nature, relating to the Contract or which he becomes privy to due to his presence at the Facilities, strictly confidential and such shall not be sold, traded, published or otherwise disclosed to anyone in any manner whatsoever, including by means of photocopy or other reproduction, without the Employer's prior written consent. As disclosure or improper use of the confidential information, without the Employer's prior written consent, will cause the Employer harm:
 - 9.1.1 the Service Provider shall be liable for any loss or damages suffered by the Employer and shall indemnify the Employer against any claims by third parties as a result of such unauthorised disclosure or use thereof, either in whole or in part; and/or
 - 9.2.1 the Employer shall be entitled to cancel the Contract
- 9.2. The Service Provider shall be entitled to disclose such confidential information to the following persons, who have a clear need to know interest, in order to assist with the rendering of the Services on the Contract:
 - 9.2.1 employees, officers and directors of the Service Provider; and
 - 9.2.2 any professional consultant or agent retained by the Service Provider for the purpose of rendering the Services, provided that the identity of such consultant or agent is made known to the Employer in writing and the Employer acknowledges in writing that the confidential information may be disclosed to such person.



- 9.3. The Service Provider shall be responsible for ensuring that all persons to whom the confidential information is disclosed under this Contract shall keep such information confidential and shall not disclose or divulge the same to any unauthorised person.
- 9.4. The confidential information shall remain the property of the Employer and the Employer may demand the return or destruction thereof, at the cost of the Service Provider, at any time upon giving written notice to the Service Provider. Within ten (10) days of receipt of such notice, the Service Provider shall return all of the original confidential information and shall destroy all copies and reproductions (both written and electronic) in its possession or in the possession of persons to whom it was disclosed and furnish a certificate to the Employer stating as much.

10. AMBIGUITY IN DOCUMENTS

- 10.1. The several documents forming the Contract are to be taken as mutually explanatory of one another and any ambiguity in or discrepancy between them shall be explained and, if necessary, rectified by the Service Manager who shall thereupon issue to the Service Provider a written explanation giving details of the adjustments, if any, and a written instruction directing what Service, if any, is to be delivered.

11. INSURANCES

- 11.1. It is the responsibility of the Service Provider to assess his risks on this project and to ensure that he obtains and maintains the adequate insurances to cover such risks.

12. ACCESS TO THE FACILITIES AND COMMENCEMENT OF THE SERVICES

- 12.1. The Service Provider shall provide the Employer, within 21 days of the Commencement Date, with an acceptable health and safety plan and such other information required in terms of the Occupational Health and Safety Act (85 of 1993).
- 12.2. The Service Period shall commence 30 days from Commencement date, or on such other date as maybe specified in the Contract Data
- 12.3. Notwithstanding the provision of 12.2, the Service Provider shall be given access to the Facilities or portions thereof, only after the provision by the Service Provider of an acceptable health and safety plan and of security clearance being obtained in terms of Clauses 12.1 and 8.1 respectively.
- 12.4. The Service Provider shall be given access to the Facilities or portions thereof and shall render the Services in accordance with its programme, referred to in clause 13 or after the receipt by him of a written instruction to this effect.
- 12.5. If the Employer fails to give the Service Provider access to the facility or any portion thereof for any reason other than default by the Service Provider and the Service Provider suffers additional costs as a result thereof, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider is able to prove his claim and that he has taken all reasonable steps to mitigate the additional costs.

13. PROGRAMME

- 13.1. The Service Provider shall deliver to the Service Manager within 14 days from Commencement Date, a realistic programme and a cash flow for the delivery of the Services. The programme shall describe and detail the order in which the Services are to be rendered and shall be subject to the approval of the Service Manager, which written approval shall not be unreasonably withheld.
- 13.2. The Service Provider shall, on receipt of a written request from the Service Manager, furnish the Employer with any documents or information, of whatever nature, in support of the programme and/or in relation to the manner in which the Services are to be rendered and/or the resources to be supplied and used in the rendering of the Services and/or progress of the various parts of the Contract; and/or a detailed cash flow forecast.
- 13.3. A programme and the cash flow forecast will be submitted in terms of 13.1 and reviewed quarterly or as circumstances may require.



- 13.4. Agreement to the programme by the Service Manager or any adjustment thereto will not alter the responsibilities of the Service Provider in terms of this Contract.

14. SUBCONTRACTING

- 14.1. The Service Provider may subcontract any part of the Services at its discretion. The subcontracts shall incorporate the applicable terms, conditions and requirements of this Contract.
- 14.2. Subcontracting by the Service Provider shall not be construed as relieving the Service Provider from any obligations under the Contract or imposing any liability on the Employer.

15. INTELLECTUAL PROPERTY RIGHTS INDEMNITY

- 15.1. The Service Provider undertakes to obtain the necessary consent from the proprietors or their licensees should the Service Provider make use of the intellectual property of any other person.
- 15.2. The Service Provider further indemnifies the Employer against any claim or action (including costs on an attorney and client scale) caused by or arising from the failure to obtain such consent.

16. COMPLIANCE WITH LEGISLATION

- 16.1. This clause applies to legislation emanating from national and provincial government as well as that of any local authorities in whose area of jurisdiction the Facilities fall and which have a bearing on the delivery of the Services and Facilities under this Contract.
- 16.2. All the applicable legislation, which does not specifically allow discretion in respect of compliance by the Employer, shall be followed exactly as intended by such legislation regardless of any instructions, verbal or in writing, to the contrary.
- 16.3. Should any applicable legislation allow discretion in respect of compliance by the Employer it shall be followed exactly as intended by the relevant legislation as if no discretion is allowed until such time as specific instructions in writing are issued to the Service Provider by the Service Manager.
- 16.4. The Service Provider shall in the provision of the Services comply with the provisions of, and give all notices and pay all fees, taxes, levies and other charges required to be given or paid in terms of any legislation or imposed by any other body or person. The Service Provider hereby indemnifies the Employer against any liability for any breach of the provision of this clause.
- 16.5. It is the responsibility of the Service Provider to obtain the consents, permissions and/or permits, referred to in Clause 16.4, in the provision of the Services.
- 16.6. The Service Provider shall not have a claim against the Employer, and the Employer shall not be liable to refund the Service Provider for any of the fees, taxes, levies and other charges referred to Clause 16.4.

17. REPORTING OF INCIDENTS

- 17.1. In addition to the above, the Service Provider shall, as soon as possible, notify the Employer in writing of any incidents at the Facilities, which resulted or could have resulted in damage to property or injury or death to persons.
- 17.2. The Service Provider shall verbally notify the Service Manager of any of the incidents referred to in 17.1 immediately after the occurrence thereof.
- 17.3. The Service Provider shall follow up the verbal notification referred to in 17.2 with a detailed written report on such incidents to the Service Manager within the time frame indicated by the Service Manager, but in any event within 48 hours of the incident.
- 17.4. The written report referred to in 17.3 shall provide for all incidents, which resulted in injury, death or damage to property.



- 17.5. The Service Provider shall notify the Employer immediately, on becoming aware of the Contract requiring him to undertake anything that is illegal or impossible

18. NUISANCE

- 18.1. The Service Provider shall deliver the Services in a manner that shall not cause unnecessary noise, nuisance, or hinder the normal activities in the Facilities.
- 18.2. The Service Provider hereby indemnifies the Employer against any liability arising out of the Service Provider's non-compliance with his obligations in terms of Clause 18.1.

19. MATERIALS, WORKMANSHIP AND EQUIPMENT

- 19.1. All Services delivered, and materials and workmanship shall comply with the requirements of this Contract, the manufacturer's specification; good industry practice and the Service Manager's written instructions and shall be suitable for the purpose intended.
- 19.2. The Service Provider shall, in accordance with the Scope of Works or if instructed by the Service Manager, carry out tests demonstrating the acceptability of the relevant Services provided, or the suitability of materials or equipment to be used.
- 19.3. The Service Provider shall provide all necessary assistance, labour, materials, testing equipment and instruments for the purpose of such tests to be performed by himself or, if so instructed by the Service Manager, for the purposes of tests to be performed by any other person.
- 19.4. All costs for tests carried out shall be deemed to be included in the Service Provider's prices
- 19.5. Copies of the reports on the tests referred to in Clause 19.2 shall be forwarded by the Service Provider to the Employer within 10 days of the tests being completed.

20. URGENT WORK

- 20.1. The Employer may, by itself or through another service provider, effect any remedial or other repair work which becomes necessary due to an act or omission on the part of the Service Provider.
- 20.2. If the remedial or repair work became necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives, the Service Provider shall effect such remedial or repair work at its own cost.
- 20.3. If the remedial or repair work is urgently necessary due to an act or omission on the part of the Service Provider, its employees, agents or representatives and the Service Provider refuses to or is not available or able to effect such remedial or repair work, the Employer may effect such remedial or repair work either by itself or through another service provider.
- 20.4. If the Employer effects the remedial or repair work in terms of 20.3, then the Employer may recover such costs, losses or damages from the Service Provider or by deducting the same from any amount still due under this Contract or under any other contract presently or hereafter existing between the Employer and the Service Provider and for this purpose all these contracts shall be considered one indivisible whole.

21. INDEMNIFICATIONS

- 21.1. The Service Provider shall be liable for and hereby indemnifies the Employer against any liability, claim, demand, loss, cost, damage, action, suits or legal proceedings whether arising in common law or by statute consequent upon:
- 21.1.1 personal injuries to or the death of any person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by the rendering of the Services;
- 21.1.2 loss of or damage to any movable or immovable or personal property or property contiguous to the Facilities whether belonging to or under the control of the Employer or any other body or person arising out of, related to, occasioned by, attributed to, or in the cause of or caused by reason of the rendering of the Services;

21.1.3 any liens, attachments, charges or other encumbrances or claims upon or in respect of any materials parts, work-in-process or finished work furnished to, or in respect of which any payment has been made by the Employer.

21.2. The Employer accepts liability for all acts or omissions of its employees, agents or representatives.

22. VARIATIONS

22.1. The Employer may at any time during the Contract Period, vary the Services by way of additions, omissions, or substitutions.

22.2. No variation by the Employer of whatever nature shall vitiate the Contract.

22.3. Any Services required by the Employer outside of the Services as referred to in the Scope of Works will be regarded as being Identified Projects and shall be dealt with under clause 23 and shall be executed as a variation order.

22.4. The Service Provider shall inform the Employer of any instructions that are deemed to be Additional Services prior to such instructions being executed.

22.5. Additional Services will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

22.6. If no prior written authorisation, as required in 22.5 above, has been obtained, the Employer shall not reimburse the Service Provider for the Additional Services so executed, and the Service Provider agrees that it shall not have a claim for payment for such Additional Services.

22.7. The Additional Services will be valued at the rates in the Pricing Data.

23. IDENTIFIED PROJECTS

23.1. The Service Provider shall inform the Employer of any instructions that are deemed to be Identified Projects prior to such instructions being executed.

23.2. The Employer is not obliged to engage the services of the Service Provider on Identified Projects. The Employer may, by itself, through another service provider or through the Service Provider effect the services/works under Identified Projects.

23.3. Identified Projects will only be executed by the Service Provider after receipt by him of a written instruction from the Service Manager.

23.4. If no prior written authorisation, as required in 23.3 above, has been obtained, the Employer shall not reimburse the Service Provider for the Identified Projects so executed, and the Service Provider agrees that it shall not have a claim for payment for such Identified Projects.

23.5. In respect of the Identified Projects, the written instruction referred to in 23.3 shall:

- (a) describe the services/works required to be executed by the Service Provider under the Identified Project;
- (b) state the due commencement and completion dates of the relevant Identified Project;
- (c) state the total cost of the relevant Identified Project as agreed to between the Parties; and
- (d) any additional requirements, conditions of contract and/or restrictions, other than those already stated in the Contract, that will be applicable.

23.6. Within 14 days of receipt of the written instruction referred to in 23.5, the Service Provider shall furnish the Employer with a realistic programme and a cash flow for the relevant Identified Project as required in 13.



- 23.7 Where an Identified Project comprises services/works that are of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at such rates.
- 23.8 Where an Identified Project comprises services/works that are not of the same or similar character executed under the same or similar conditions as those to which the rates in the Pricing Data apply, it shall be valued at market related rates to be agreed to in writing between the Employer and the Service Provider and in advance of executing the Identified Project. Failing agreement, the rates applicable shall be as determined by the Employer.
- 23.9 If the Service Provider fails to complete the Identified Project by the completion date specified in the written instruction referred to in 23.3, then the Service Provider will be liable for a penalty, at the rate stated in the Contract Data, for every day that lapses from the due completion date of the relevant Identified Project to the date of the actual completion of such Identified Project.
- 23.10 If the Identified Projects are delayed by variations, omissions, additions, substitutions or organised work stoppages by any workman not due to any action on the part of the Service Provider, exceptionally inclement weather, any substantial increase in provisional quantities or any other cause beyond the Service Provider's control, including delays caused by the Employer, then the Service Provider shall be entitled to apply in writing within 21 days of the cause of delay arising to the Service Manager for extension of the due completion date of the relevant Identified Project stating the cause of delay and period of extension applied for.
- 23.11 If during the period for completion of the Identified Project or any extension thereof abnormal rainfall or wet conditions occur, the formula below shall be used to calculate separately the delay for each calendar month or part thereof. It shall be calculated each month during the period referred to herein above, or until the issue date of the certificate of completion for the relevant Identified Project, whichever is the shorter period. The delay calculated for a given month shall be used to determine the interim extension of time granted for the month. At the end of the applicable period referred to above, the aggregate of the monthly delays will be taken into account for the final determination of the total extension of time for the Contract:

$$V = \frac{(Nw - Nn) + (Rw - Rn)}{X}$$

- V = Delays due to rain in calendar days in respect of the calendar month under consideration.
- Nw = Actual number of days during the calendar month on which a rainfall of Y mm or more per day has been recorded
- Rw = Actual rainfall in mm for the calendar month under consideration.
- Nn = Average number of days in the relevant calendar month (as derived from existing rainfall records provided in the project specifications) on which a rainfall of Y mm or more per day has been recorded.
- Rn = Average rainfall in mm for the calendar month, as derived from the rainfall records supplied in the project specifications.
- X = 20, unless otherwise provided in the project specifications.
- Y = 10, unless otherwise provided in the project specifications.

The total delay that will be taken into account for the determination of the total extension of time for the Contract shall be the algebraic sum of the monthly totals for the period under consideration. But if the grand total is negative, the time for completion shall not be reduced on account of abnormal rainfall. The total extension of time for any calendar month shall not exceed (Nc – Nn) calendar days, where Nc = number of days calendar days in the month under consideration

The factor (Nw – Nn) shall be considered to represent a fair allowance for variations from the average number of days during which rainfall equals or exceeds Y mm per day.

The factor $(Rw - Rn) \div X$ shall be considered to represent a fair allowance for variations from the average for the number of days during which rainfall does not equal or exceed Y mm per day, but when wet conditions prevent or disrupt work.

This formula does not take into account any flood damage, which could cause further or concurrent delays and which should be treated separately in so far as extension of time is concerned.

Accurate rain gaugings shall be taken at a suitable point on the site daily at 08:00 unless otherwise agreed to by the Service Manager, and the Contractor shall, at his own expense, take all necessary precautions to ensure that the rain gauges cannot be interfered with by unauthorized persons.

Information regarding existing rainfall records, if available from a suitable rainfall station near the site, will be supplied in the project specifications, together with calculations of rain delays for previous years in accordance with the above formula. The average of these delays will be regarded as normal rain delays which the Contractor shall accommodate in his programme, and for which no extension of time will be considered.

- 23.12 Upon receipt of such written application, referred to in 23.10, the Employer may in writing extend the due completion date of the relevant Identified Project by a period to be determined by the Employer or may refuse to extend the due completion date of the relevant Identified Project. The due completion date of an Identified Project may not be extended beyond the end of the Contract Period stated in the Contract Data.
- 23.13 Any decision given by the Employer, in terms of 23.12, shall be final and binding on the Parties.
- 23.14 Should the Service Provider fail to apply in writing for an extension of the due completion date of the relevant Identified Projects within the 21 days referred to in 23.10, or should the Employer not grant an extension of the due completion date then the due completion date stipulated in the relevant written instruction referred to in 23.5 shall not be extended nor the Service Provider exonerated from liability to pay the penalty stipulated in 23.9 or from specific performance of the service/works within the period in the relevant written instruction.

24. SUSPENSION OF THE SERVICES

- 24.1 The Service Provider shall, on the written order of the Service Manager, suspend the provision of the Services or any part thereof for such time or times and in such manner as the Service Manager shall order and shall, during such suspension, properly protect the Services so far as is necessary.
- 24.2 If the Service Provider is instructed in writing by the Service Manager to suspend any or all of the Services, the Service Provider shall re-schedule the relevant Services. For the duration of such suspension all penalties applicable to that Service will be waived. Should the Service Provider suffer any additional costs resulting from such suspension, the Service Provider shall be entitled to make a claim therefor provided that the Service Provider shall prove his claim and that he has taken all reasonable steps to mitigate the additional costs.
- 24.3 If the Service Provider is unable to render any of the Services for any reason other than an instruction by the Employer to suspend the Services in terms of clause 24.1, the Employer shall not be liable for any claim of whatever nature, including a claim for costs, by the Service Provider.

25. PENALTY FOR NON-PERFORMANCE

- 25.1 The Service Provider shall be liable for a performance deduction, if the Service Provider in rendering any of the Services required under the Scope of Works, as amended from time to time,
- 25.1.1 delays in performing any of the Services;
- 25.1.2 fails to perform any of the Services;
- 25.1.3 fails to perform any of the Services to the standard required in the Scope of Works, as amended from time to time.
- 25.2 The performance deduction shall be calculated in accordance with the formula detailed in the Scope of Works.



- 25.3 The Service Provider shall not be liable for a performance deduction, if the Service Provider is unable to perform due to no fault of his own, his employees, agents or representatives.

26. PAYMENTS

- 26.1 The Service Manager will evaluate the Service Provider's performance on a monthly basis.

- 26.2 The Service Provider shall submit a monthly certificate taking into account the following:

26.2.1 the assessment of the Services rendered during the assessment month, including routine services, management fees, and services using call down rates;

26.2.2 adjustments in terms of the pricing data;

26.2.3 additional work rendered by the Service Provider;

26.2.4 CPAP adjustment where stated in the Contract Data; and

26.2.5 VAT. Vat will be indicated separately in all documents.

- 26.3 If the Service Provider elects a security of 2,5% retention, or a 1,25% cash and 1,25% retention, then 5% of all moneys (excl. VAT) in the monthly certificate assessed by the Service Manager as being due to the Service Provider will be retained until such time as the amount retained equals 2.5% or 1,25%, whichever is applicable, of the Contract Sum (excl. VAT)

- 26.4 The monthly certificate shall be supported by a detailed report substantiating the Services rendered at each Facility during the month under assessment.

- 26.5 The monthly certificate shall be assessed by the Service Manager. If the Service Manager agrees with the certificate, he will issue a statement within 14 days of the receipt of the certificate, taking into account inter alia the following:

- (1) deductions for penalties;
- (2) deductions for overpayments;
- (3) deductions for retention
- (4) deductions for damages.

- 26.6 The Service Provider shall, on receipt of the statement referred to in 26.5, issue to the Employer a tax invoice in the amount reflected in the statement. The Employer shall effect payment to the Service Provider within 16 days of receipt of the tax invoice.

- 26.7 If the Service Manager does not agree with the certificate issued by the Service Provider in terms of Clause 26.2, the Service Manager shall within 14 days of receipt of the certificate, issue a statement in the amount to which the Service Manager agrees and shall give reasons for rejecting the balance of the claim indicated in the statement.

- 26.8 The Service Provider shall furnish the Employer with a tax invoice in the amount indicated in the statement referred to in Clause 26.7.

- 26.9 With regards to the claim in dispute, the Service Provider may, within 14 days of the Service Manager issuing the statement referred to in 26.7, submit a revised certificate or a justification for his claim or declare a dispute in terms of 34.

- 26.10 If it is later resolved that the amount in dispute or any part thereof is owing to the Service Provider, the Employer shall be liable for interest thereon from 30 days after the issue of the relevant monthly certificate referred to in 26.2 until the date of payment at the interest rate determined from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

- 26.11 All the work shall be evaluated in accordance with the provisions of the Pricing Data.

26.12 In assessing the quality of the work presented by the Service Provider, the Employer may enlist the assistance of third persons. In assessing the work the third person shall act reasonably. The selection of such third persons shall be in the absolute discretion of the Employer and the Service Provider shall abide by such selection.

26.13 Any and all extra costs incurred by the Service Provider, resulting from the Service Provider having to address and/or rectify queries arising from a claim submitted in respect of work done, shall be for the account of the Service Provider.

27. RELEASE OF SECURITY

27.1 If the Service Provider has furnished a security by way of a variable guarantee of 2.5% of the Contract Sum (excl. VAT), the security will be reduced and be released in accordance with the provisions of such variable guarantee.

27.2 If the Service Provider elects to furnish a security by way of a cash deposit of 2.5% of the Contract Sum (excl. VAT), then the security will be released as follows:

27.2.1 annually in equal portions, subject to 27.2.2 and 27.2.3;

27.2.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.2.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

27.3 If the form of security selected is:

- (a) a retention of 2.5% of the Contract Sum (excl. VAT); or
- (b) a 1,25% cash deposit and a 1,25% retention of the Contract Sum (excl. VAT),

then security will only be released after the 2,5% or 1,25% retention respectively has been accumulated, as follows:

27.3.1 annually in equal portions, subject to 27.3.2 and 27.3.3;

27.3.2 95% of the last annual portion of retention shall be released within 30 days of the expiry of the Service Period;

27.3.3 the remaining retention shall be released within 30 days of the issue of the Certificate of Completion.

28. OVERPAYMENTS

28.1 If any overpayment of whatever nature is made to the Service Provider, the Service Provider shall be obliged to repay such amount to the Employer and the Employer shall be entitled to deduct such over payment from any amount due to the Service Provider, in respect of this Contract or any other contract, which the Employer may have with the Service Provider. The Employer shall be entitled to claim interest on any and all overpayments made to the Service Provider at the rate prescribed, from time to time, by the Minister of Finance in terms of section 80 (1)(b) of the Public Finance Management Act, 1999 (Act 1 of 1999), as amended.

29. COMPLETION

28.1 At the expiry of the Service Period the Service Manager shall furnish the Service Provider with a written list of Employer's Assets and Data handed over at commencement of the Contract and accumulated during the Contract Period.

29.2 At the expiry of the Contract Period, the Service Manager shall issue to the Service Provider a Certificate of Completion.

29.3 Upon the issue of a Certificate of Completion, unless otherwise provided in the Contract:

29.3.1 The Guarantee shall be returned, if applicable.

29.3.2 The final cash deposit or retention, whichever is applicable, shall be reduced to zero.

30. ASSIGNMENT

30.1 The rights and obligations of the Parties in terms of this Contract shall not be ceded, assigned, delegated, or otherwise transferred, by either Party to any person outside of the Service Provider and the Employer, save with the prior written consent of the other Party.

30.2 Each Party warrants that he is acting as a principal and not as an agent of an undisclosed principal.

31. INDULGENCES

31.2 No extension of time, latitude or other indulgences which may be given or allowed by either Party to the other shall constitute a waiver or alteration of this Contract, or affect such Party's rights, or prevent such Party from strictly enforcing due compliance with each and every provision of this Contract.

32. OWNERSHIP AND PUBLICATION OF DOCUMENTS

32.1 The Employer will become the owner of the information, documents, advice, recommendations and reports collected, furnished and/or compiled by the Service Provider during the course of, and for the purposes of executing this Contract, all of which will be handed over to the Employer, unless otherwise stipulated in the Contract, within ten (10) days of request therefor, but in any event on the termination and/or cancellation of this Contract for whatever reason. The Service Provider relinquishes its retention or any other rights to which it may be entitled.

32.2 The copyright of all documents, recommendations and reports compiled by the Service Provider during the course of and for the purposes of finalising Services, and the Contract as a whole, will vest in the Employer, and may not be reproduced or distributed or made available to any person outside the Employer's service, or to any institution in any way, without the prior written consent of the Employer. The Employer shall have the right to use such material for any other purpose without the approval of, notification to or payment to the Service Provider.

32.3 The copyright of all electronic aids, software programmes etc. prepared or developed in terms of this Contract shall be vested in the Employer, who shall have the right to use such material for any other purpose without the approval of, information or payment to the Service Provider.

32.4 In case of the Service Provider providing documents or material to the Employer, the development of which has not been at the expense of the Employer, copyright shall not be vested in the Employer. The Service Provider shall be required to indicate to which documents and/or materials this provision applies.

32.5 The Service Provider hereby indemnifies the Employer against any action or claim that may be instituted against the Employer and for any damages suffered or legal costs (including costs on an attorney and client scale) incurred on the grounds of an alleged infringement of any copyright or any other intellectual property right in connection with the work outlined in this Contract.

32.6 All information, documents, recommendations, programmes and reports collected or compiled must be regarded as confidential and may not be communicated or made available to any person outside the Employer's service and may not be published either during the currency of this Contract or after termination thereof without the prior written consent of the Employer.

33. BREACH OF CONTRACT

33.1 In the event of a breach by the Service Provider of any of the terms and conditions of this Contract, the Employer shall issue a notice of non-compliance requiring compliance within 10 (ten) days. In the event that the Service Provider fails to remedy such breach on expiry of the notice period, then the Employer shall without prejudice to any other rights that it may have, be entitled to exercise any or all of the following rights:

33.1.1 Enforce strict compliance with the terms and conditions of the Contract;

- 33.1.2 To terminate this Contract without prejudice to any other rights it may have;
- 33.1.3 To suspend further payments to the Service Provider;
- 33.1.4 To appoint other service providers to complete the execution of the Services, in which event the Service Provider shall be held liable for costs incurred in connection with and arising from the appointment of such a service provider as well as damages suffered.
- 33.2 The Service Provider agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the project as a whole.
- 33.3 In the event of breach by the Employer of the terms and conditions of this Contract, and in the event of the Employer remaining in breach after ten (10) days' written notice calling for rectification of the breach, the Service Provider shall be entitled to:
- 33.3.1 enforce strict compliance with the terms and conditions of the Contract; or
- 33.3.2 terminate the Contract by delivering written notice to the Employer to that effect to the extent that such breach is of a material term of this Contract.
- 34. STOPPAGE AND/OR TERMINATION OF CONTRACT**
- 34.1 The Employer reserves the right to terminate this Contract or temporarily stop the Services, or any part thereof, at any stage of completion.
- 34.2 The Employer shall have the right to terminate this Contract without prejudice to any of its rights upon the occurrence of any of the following acts:
- 34.2.1 on breach of this Contract by the Service Provider as stipulated in Clause 33;
- 34.2.2 on commencement of any action for the dissolution and/or liquidation of the Service Provider, except for purposes of an amalgamation or restructuring approved in advance by the Employer in writing;
- 34.2.3 if the Service Provider receives a court order to be placed under judicial management or to commence liquidation proceedings that is not withdrawn or struck out within five (5) days;
- 34.2.4 if the Service Provider informs the Employer that it intends to cease performing its obligations in terms of this Contract;
- 34.2.5 if the Service Provider informs the Employer that it is incapable of completing the Services as described; or
- 34.2.6 if in the opinion of the Employer the Service Provider acted dishonestly;
- 34.3 The Employer reserves the right to, even in the absence of breach or the events referred to in 34, terminate this Contract at any time, by giving one (1) calendar month written notice to the Service Provider.
- 34.4 Further, the Contract shall be considered as having been terminated:
- 34.4.1 where the Employer stops the Contract and/or the Project and instructions to resume or reinstate the Services are not issued within twelve (12) months of the instruction; or
- 34.4.2 if instructions, necessary for the Service Provider to continue with the Services after a stoppage instruction, are not received from the Employer within three (3) months after such instructions were requested by the Service Provider.
- 34.5 Should the Contract between the Employer and the Service Provider, or any part thereof, be terminated by either of the Parties due to reasons not attributed to the Service Provider:



- 34.5.1 The Service Provider will be remunerated for the appropriate portion of the Services satisfactorily completed, calculated in accordance with the agreed rates.
- 34.5.2 Invoices for work done shall be submitted to the Employer within three (3) months after the termination of the Contract, failing which the Employer will not be obliged to pay same.
- 34.5.3 The Service Provider shall not be entitled to advance a right of retention or any similar right if this Contract is terminated and specifically agrees to, within ten (10) days of written request from the Employer, give access to and to make available all information, documents, programmes, advice, recommendations and reports collected, furnished and/or compiled by them to enable the Employer to assume responsibility for and the benefit of the Contract as a whole.

35. DISPUTE RESOLUTION

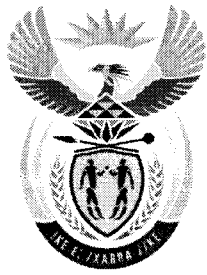
- 35.1 In the event of a dispute, the Parties shall endeavour to resolve such dispute through negotiation, in good faith.
- 35.2 If the Parties fail to resolve a dispute through negotiation as mentioned in 35.1, within 14 days of a dispute being declared, the Parties may by written agreement refer the matter to mediation.
- 35.3 The mediator shall be a person agreed to by the Parties, failing agreement, the President: South African Facilities Management Institute shall nominate the mediator.
- 35.4 Whether or not mediation resolves the dispute and irrespective of the outcome of thereof, the Parties shall bear their own costs arising from the mediation and shall equally share the costs of the mediator and related costs. The mediator and the Parties shall, before the commencement of the mediation, agree on a scale of fees on which the mediator's fees will be based.
- 35.5 The Parties shall appoint the mediator within 21 days of agreeing to mediate.
- 35.6 On appointment of the mediator, the Parties shall jointly with the mediator decide on the procedure to be followed, representation, dates and venue for the mediation.
- 35.7 If the dispute or any part thereof is settled, the agreement shall be recorded by the mediator and signed by both Parties. The agreement shall be binding on the Parties to the extent that it correctly records the issues agreed upon between the Parties.
- 35.8 If the dispute or any part thereof remains unresolved, it may be resolved by litigation proceedings.
- 35.9 If the mediator or any Party, at any time during the mediation process, is of the opinion that the mediation will not resolve the dispute, then he may in writing stop the mediation process. The dispute may then be dealt with in terms of 35.8.
- 35.10 Notwithstanding anything else herein contained to the contrary, it is agreed that irrespective of the fact that the dispute is referred to negotiation, mediation or litigation in court, the decision of the Employer on the dispute involved will immediately be given effect to by the Service Provider and the Service Provider shall proceed with the Services with all diligence unless the Parties agree otherwise in writing.

36. GENERAL

- 36.1 This is the entire Contract between the Parties and may only be amended if reduced to writing and signed by the duly authorised representatives of both Parties, whereafter such amendments will take effect.
- 36.2 The Contract shall be governed by, construed and interpreted according to the law of the Republic of South Africa.

37. DOMICILIUM CITANDI ET EXECUTANDI

- 37.1 The domicilium citandi et executandi of the Parties for all purposes arising from this Contract for the service of notices and legal process shall be as specified by the Parties in the Contract Data.
- 37.2 Each of the Parties shall be entitled at any time by way of written notice to the other Party, to change its domicilium citandi et executandi to another physical address.
- 37.3 Any notice in terms of the conditions of the Agreement must either be:
- 37.3.1 delivered by hand during normal business hours of the recipient; or
 - 37.3.2 sent by prepaid registered post to the address chosen by the addressee.
- 37.4 A notice in terms of the provisions of this Agreement shall be considered to be duly received:
- 37.4.1 if hand-delivered on the date of delivery;
 - 37.4.2 if sent by registered post as indicated in clause 37.3.2 above, ten (10) days after the date it was posted, unless the contrary is proved.
- 37.5 Notwithstanding anything to the contrary contained or implied in this Agreement, the written notice or communication actually received by one of the Parties from the other, including by way of facsimile transmission, shall be adequate written notice or communication to such Party.
- 37.6 Any notice, request, consent, or other communication made between the Parties pursuant to the Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or one day after being sent by facsimile to such Party at the number specified in the Contract Data or one week after being sent by registered post to the addressee specified in the Contract Data.



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

REGIONAL OFFICE: BLOEMFONTEIN

BID NUMBER: BL21/046

FOR

PROJECT NAME: THABO MOFUTSANYANE DISTRICT

**24 MONTHS PREVENTATIVE MAINTENANCE CONTRACT OF
FREEZER ROOMS AND COLD ROOMS INSTALLATIONS IN
STATE BUILDINGS**

Health and Safety Specification

OCCUPATIONAL HEALTH

AND

SAFETY ACT

AND

REGULATIONS

PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

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1. INTRODUCTION AND BACKGROUND

1.1 Background to the Pre-Construction Health and Safety Specification

- 1) The Construction Regulations of February 2014 in terms of Regulation 5(1)(b) places the onus on the Client to prepare a Pre-Construction Health and Safety Specification, highlighting all risks not successfully eliminated during design. Section 37.2 of the Act, Act 85 of 1993 requires the Department of Works as an Employer to enter into a written agreement with the Contractor (Mandatory) as far as arrangements and procedures are concerned to ensure that the Contractor complies with the requirements of the Act, Act 85 of 1993 and all its Regulations.
- 2) This document serves to address all the abovementioned requirements and by submission of his/her tender the Contractor undertakes to abide with the conditions as stipulated by the Department of Works hereinafter referred to as the Client throughout this document.
- 3) This documentation will give the Client or its duly appointed representative the required information to be able to evaluate the Contractors competency and resources as is required by Regulation 5(1)(h) of the Construction Regulations of February 2014 and to determine his/her suitability to perform such work in a safe and healthy manner.
- 4) When submitting his/her tender the Contractor must supply the Client with the following:
 - A detailed Site Safety Plan indicating how the contractor will manage all Safety, Health and Environmental aspects whilst working on the Clients premises or on premises under his/her control, which must be based on the contents of this document as is required by Regulation 7(1)(a) of the Construction Regulations of February 2014.
 - A Cost breakdown of funds being allocated to make adequate provisions for Safety, Health and Environmental requirements as is required by Regulation 5 (1)(g) of the Construction Regulations of February 2014.
- 5) No approval or acceptance of any document required by this specification shall be construed by the Contractor as an absolution of the Contractor from achieving the required level of performance and compliance with legal requirements whatsoever.
- 6) The Contractor is an employer in his/her own right and therefore must assume all the responsibilities as required from any legal obligation imposed on him or her.

1.2 Purpose of the Pre-Construction Health and Safety Specification

To assist in achieving compliance with the Occupational Health and Safety Act 85/1993 and the now promulgated Construction Regulations of February 2014 in order to reduce incidents and injuries.

The Pre-Construction Safety, Health and Environmental Specification sets out the requirements to be followed by the Principal Contractor and other Contractors so that the Health and Safety of all persons potentially at risk and the potential risk to the environment may receive the same priority as other facets of the project such as Scope, Time, Cost and Quality.

1.3 Implementation of the Pre-Construction Health and Safety Specification

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up his/her project-specific Construction Phase Health and Safety Plan as indicated above. The Principal Contractor shall forward a copy of this specification to all Sub-Contractors at their bidding stage so that they can in turn prepare Health and Safety Plans relating to their operations.

2. PRE-CONSTRUCTION HEALTH AND SAFETY SPECIFICATION

2.1 SCOPE

This Specification covers the requirements for eliminating and mitigating incidents and injuries on the particular project.

The scope also addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a Health and Safety culture amongst those working on the project. The specification also makes provision for the protection of those persons other than employees.

2.2 Contractual Issues

- 1) Due to fact that this document is based on legislative requirements the Client requires that all Contractors comply with the requirements of this document and all other relevant legislative requirements not covered by this document.
- 2) The Client or its duly appointed representative reserves the right to stop any contractor from working whenever Safety, Health or Environmental requirements are being violated. Any resultant costs of such work stoppages will be for the Contractors account.
- 3) The requirements as specified by the Client in this document must not be deemed to be exhaustive and the Client reserves the right to make changes as and if the Client deems fit.
- 4) The Client will not entertain any claim of any nature whatsoever which has come about as result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document or any other applicable legislative requirements imposed on the Contractor.

2.3 Safety, Health and Environmental Standards and Procedures

- 1) The Contractor will ensure that all work performed by him/her is executed in accordance with work procedures which comply with accepted safety practices and applicable safety, health and Environmental legislation.
- 2) Procedures as indicated above may be the Contractors own procedures on condition that they comply with the conditions as stipulated above.
- 3) Where procedures have been specified by this Client in the contents of this document such procedures must be adhered to unless otherwise agreed to with the Client or it's duly appointed representative.

2.4 Interpretations

2.4.1 APPLICATION

This specification is a compliance document drawn up in terms of South African legislation and is therefore binding. It must be read in conjunction with relevant legislation as noted previously.

2.4.2 DEFINITIONS

- 1) The definitions as listed in the Occupational Health and Safety Act 85/1993 and Construction Regulations of February 2014 shall apply unless otherwise stipulated.
- 2) Any reference to "The Contractor" includes – the Principal and Sub - Contractor unless otherwise stipulated.

2.5 Minimum Administrative Requirements

2.5.1 Notification of Intention to Commence Construction Work

- 1) The Contractor shall notify the Provincial Director of the Department of Labour in writing before construction work commences if required in the format of Annexure 2. A copy of this notification must be forwarded to the Client prior to the commencement of Construction work.
- 2) Copies of such notification can be obtained from any Department of Labour Office.

2.5.2 Assignment of Contractor's Responsible Persons to Supervise Health and Safety on Site.

- 1) The Contractor shall submit in the format of Annexure B, proof of all supervisory as well as any other relevant appointments as is required by the OHS Act and the Construction Regulations.
- 2) It is acknowledged that the Contractor may need to allocate more than one appointment to certain staff members. This practice may only take place if Safety, Health and Environmental Standards would not be negatively affected.
- 3) Should the Client or its representative deem such practice as having a negative affect on Safety, Health and Environmental Standards, then alternative arrangements will have to be made.
- 4) ***It is a specific requirement for this project that a competent Health and Safety Officer be appointed for the project on a full time basis for the duration of the Project.***

2.5.3 Competency of Contractor's Appointed Competent Persons

- 1) Contractors' competent persons for the various risk management portfolios shall fulfill the criteria as stipulated under the definition of "Competent Person" in accordance with the Construction Regulations of February 2014 and the Occupational Health and Safety Act, Act 85 of 1993.
- 2) The Client reserves the right to require levels of Competency, which exceeds the requirements as stipulated by the Act and or Construction Regulations.
- 3) In the event of the Client requiring additional levels of Competency, alternative arrangements will have to be made.

2.5.4 Compensation of Occupational Injuries and Diseases Act, Act 130 of 1993 (COID ACT)

- 1) The Contractor warrants that his and all his workmen are fully covered in terms of the COID, Act 130 of 1993 and that such cover shall remain in force for the duration of his contractual relationship with the Client or whilst working on the Clients premises or premises under the Clients control.
- 2) The Contractor will supply proof of such insurance cover to the Client with his/her tender submission.
- 3) The Contractor undertakes to ensure that all Sub-Contractors appointed by him/her will be fully covered in terms of the COID Act, Act 130 of 1993 and that such cover shall remain in force for the duration of their contractual relationship with the Contractor
- 4) The Contractor must also ensure that he has additional insurance cover that will adequately make provisions for any losses and/or his employee's acts and/or omissions whilst working on the Clients premises or on premises under the client's control.

2.5.5 Occupational Health and Safety Policy

- 1) The Contractor shall submit a Health and Safety Policy signed by the Chief Executive Officer.
- 2) The Policy must outline objectives and how they will be achieved and implemented by the Company / Contractor.
- 3) A copy of such policy must be included in the Site Safety Plan and the Site Safety File.

2.5.6 Health and Safety Organogram

- 1) The Contractor shall submit an Organogram, outlining the Health and Safety Site Management Structure including the relevant appointments / competent persons.
- 2) In cases where appointments have not been made, the organogram shall reflect the intended persons to be appointed to such positions.
- 3) The organogram shall be updated when there are any changes in the Site Management Structure.

2.5.7 Preliminary Hazard Identification and Risk Analysis and Progress Hazard Identification and Risk Analysis

- 1) A Preliminary Hazard Identification and Risk Analysis was conducted and can be found in the format of Annexure D. This Hazard Identification and Risk Analysis was performed to make the Contractor aware of potential Hazards, which could be present on the site and may not be comprehensive.
- 2) The Contractor shall cause a Hazard Identification and Risk Analysis exercise to be performed by a Competent Person before commencement of construction work, and the assessed risks shall form part of the Construction phase Health and Safety Plan submitted for approval by the Client. The Risk Assessment must include:
 - a) A list of hazards identified as well as potentially hazardous tasks;
 - b) A documented risk assessment based on the list of hazards and tasks;
 - c) A set of safe working procedures to eliminate, reduce and/or control the risks assessed;
 - d) A monitoring and review procedure of the risks assessment as the risks change.

- 3) The Principal Contractor shall ensure that all Contractors are informed, instructed and trained by a Competent Person/s regarding hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as the risks change and as new risks develop.
- 4) The Contractor shall be responsible for ensuring that all persons who could be negatively affected by its operations are informed and trained according to the hazards and risks and are conversant with the Safe Work Procedures, control measures and other related rules (tool box talk strategy to be implemented and so on).
- 5) Should the Client or its duly appointed Representative identify alternative hazardous activities performed by the Contractor or its Sub-Contractors on site for which a Risk Assessment was not performed then the contractor will be required to perform such an exercise before continuing such work.

2.5.8 Health and Safety Representative(s)

- 1) The Contractors shall ensure that Health and Safety Representative(s) are appointed under consultation and trained to carry out their functions.
- 2) The appointments must be in writing and the Health and Safety Representative shall carry out regular inspections, keep records and report all findings to the Responsible Person forthwith and at Health and Safety meetings.

2.5.9 Health and Safety Committees

The Principal Contractor shall ensure that project Health, Safety and Environmental meetings are held monthly or as deemed necessary by the project requirements.

- 1) Minutes must be kept on record and filled in the Site Health and Safety File.
- 2) Meetings must be organized and chaired by the Principal Contractors' Responsible Person.

2.5.10 Health and Safety Training

2.5.10.1 Induction

- 1) The Principal Contractor shall ensure that all site personnel undergo a site-specific Health and Safety Induction Training Session before starting work. A record of attendance shall be kept in the Health and Safety file. **A suitable venue must be supplied to provide this training.**
- 2) All visitors to the site must also be subjected to site-specific induction training highlighting items such as steps to follow in the event of an emergency, restricted areas and so on.

2.5.10.2 Awareness

The Principal Contractor shall ensure that, on site, periodic toolbox talks take place daily. These talks should deal with risks relevant to the construction work at hand. A record of attendance shall be kept in the Health and Safety File. All Contractors have to comply with these minimum requirements.

2.5.10.3 Competency

- 1) All competent persons shall have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out.
- 2) The abovementioned competency requirements will be assessed on a regular basis by the Client, by means of Audits, Progress Meetings, and any other means deemed fit by the Client.
- 3) The Principal Contractor is responsible to ensure that competent Contractors are appointed to carry out construction work and records should be kept of criteria used to determine competency.
- 4) The Client reserves the right to require competencies which may exceed the Contractors standards in which case alternative arrangements will have to be made to meet the Clients requirements.

2.5.11 General Record Keeping

- 1) The Contractors shall keep and maintain Health and Safety records to demonstrate compliance with this Specification, with the OHS Act 85/1993; and with the Construction Regulations of February 2014.
- 2) The Contractor shall ensure that all records of incidents/accidents, training, inspections, audits, and so on are kept in a Health and Safety file held in the Site Office.
- 3) The Principal Contractor must ensure that every Contractor opens his/her own Health and Safety file, maintains the file and makes it available on request by any duly authorized person.

2.5.12 Health and Safety Audits, Monitoring and Reporting

- 1) The Client shall conduct monthly Health and Safety audits of the work operations including a full audit of physical site activities as well as an audit of the administration of Health and Safety.
- 2) The Principal contractor is obligated to conduct similar audits on all Contractors appointed by him/her.
- 3) Detailed reports of the audit findings and resultant corrective measures shall be reported on at all levels of project management meetings/forums.
- 4) Copies of the Clients audit reports will be forwarded to the Contractor and must be kept in the Site Health and Safety File.
- 5) The Principal Contractor must audit the activities and administration of all appointed Sub-Contractors, forward a copy to the Client or its representative within seven days of completion of the audit and file a copy on the Site Safety File.

2.5.13 Emergency Procedures/Plans

- 1) The Principal Contractor shall submit a detailed Emergency Procedure/Plan for approval by the Client prior to commencement of work on site. The procedure shall detail the response plan/s including the following key elements:
 - List of key competent personnel;
 - Details of emergency services;
 - Actions or steps to be taken in the event of the specific types of emergencies;
 - Information on hazardous material/situations.
- 2) Emergency Procedures/Plans shall include, but shall not be limited to, fire, spills, use of hazardous substances, bomb threats, major incidents/accidents major and minor and any other anticipated emergencies.

- 3) The Principal Contractor shall advise the Client in writing forthwith, of any emergencies, together with a record of action taken. A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc) must be maintained and be available to site personnel.
- 4) Emergency procedures/Plans must be developed by a competent person such as a Safety, Health and Environmental Officer or in the absence of a Safety, Health and Environmental Officer by the Construction Work Supervisor.
- 5) Emergency Procedures/Plans must form part of the Agenda of monthly safety meetings as the Procedures/Plans would have to be revisited on a continuous basis due to the changing environment on construction sites.

2.5.14 First Aid Boxes and First Aid Equipment

- 1) All Contractors shall appoint in writing First Aider(s) in terms of legislative requirements.
- 2) The appointed First Aider(s) must be sent for accredited first aid training should they not have received such training prior to commencement of work on site.
- 3) Valid certificates to be kept on site in the Site Safety File.
- 4) The Principal Contractor shall provide an on-site First Aid Station with first aid facilities, where required, including first aid boxes adequately stocked at all times.
- 5) All Contractors with more than 5 employees shall supply their own first aid box
- 6) In the event of hazards chemical substances being present on site, first aiders must be trained to address any incidents of accidental exposure and their first aid kits stocked accordingly

2.5.15 Accident / Incident Reporting and Investigation

- 1) Injuries are to be categorized into the following categories:
 - 1) first aid;
 - 2) medical;
 - 3) disabling; and
 - 4) fatal injuries.
- 2) All Contractors have to report on the 4 categories of injuries to the Principal Contractor as soon as is reasonably practicable.
- 3) The Principal Contractor must stipulate in his/her construction phase Health and Safety plan how he/she will handle each of these categories.
- 4) When reporting injuries to the Client, these categories shall be used.
- 5) All injuries will be investigated by the Principal Contractors or his/her Competent Person, with a report being forwarded to the Client forthwith.
- 6) The Principal Contractor must report all injuries to the Client in the form of a detailed injury report at least monthly.
- 7) All incidents taking place in terms of Section 24 of the Act must be reported in the prescribed period and manner to the Department of Labour.
- 8) Copies of Section 24 reports, including WCL 1 & 2 forms must be forwarded to the Client immediately after completion.

2.5.16 Hazards and Potential Situations

- 1) The Principal Contractor shall immediately notify other Contractors as well as the Client of any hazardous or potentially hazardous situations that may arise during performance of construction activities.

- 2) Should a hazardous situation require work stoppages the work must be stopped and corrective steps taken such as written Safe Work Procedures and issuing of Personal Protective Equipment.

2.5.17 Personal Protective Equipment (PPE) and Clothing

- 1) The Contractor shall ensure that all workers are issued and wear Hard Hats, Safety Boots/Shoes and Overalls.
- 2) The Contractor and all Contractors shall make provision and keep adequate quantities of SABS approved PPE on site at all times.
- 3) The Contractor shall clearly outline procedures to be taken when PPE or Clothing is:
 - Lost or stolen;
 - Worn out or damaged.
- 4) The above procedure applies to Contractors and their Sub-Contractors.
- 5) The Contractor must ensure that no person enters the Site without the required Personal Protective Equipment.
- 6) Visitors to the Site must be provided with the required PPE such as Hard Hats, Earmuffs and Eye Protection.
- 7) Records of all PPE issued to staff must be kept on site in the Site Safety File.
- 8) Employees are to be made conversant with the purpose of PPE and where and when it is required to be used by the employee.
- 9) Safety belts are not to be allowed on site due to its associated potential of injury to the user; only double lanyard safety harnesses are permitted.
- 11) Suitable eye protection must at all times be worn by the worker when performing grinding, chipping, chasing and other associated activities.
- 12) In the event that onlookers may be struck by flying objects as a result of work being performed, suitable screens must be erected.
- 13) Any person performing welding or brazing work will wear suitable eye protection, gloves, aprons, and spats. Suitable screens are to be provided to protect onlookers from the harmful rays associated with such activities.
- 14) Where employees are required to work with corrosive liquids, suitable eye protection, gloves and acid resistant overalls must be provided.
- 15) Ear protection must be worn in designated noise zone (in excess of 85dB)
- 16) Suitable respirators must be provided to all employees and visitors required working in or entering areas where toxic vapors could be present.
- 17) All staff working in an elevated position (2m or higher) or where the potential exists that such person may fall must be provided with a suitably secured safety harness.
- 18) Any person refusing to wear personal Protective Equipment must be instructed to wear such equipment and in the event of such person refusing to wear such equipment he/she must be removed from the premises.

2.5.18 Occupational Health and Safety OHS Signage

- 1) The Contractor shall provide adequate on-site OHS signage including but not limited to: "no unauthorized entry", "report to site office", "site office", "beware of overhead work", "hard hat area".
- 2) Signage shall be posted up at all entrances to the site as well as on site in strategic locations e.g. access routes, stairways, entrances to structures and buildings, scaffolding, and other potential risk areas/operations.

- 3) In the event where work is being performed on a premises displaying signage such as no-parking, speed limits and so on, the Contractor will abide by the requirements of such signage except if otherwise instructed.

2.5.19 Permits

- 1) The Contractor shall draft and implement where required permits which may include the following:
 - Use of Explosives and Blasting;
 - Work for which a fall prevention plan is required;
 - Use of cradles, and
 - Electrical work
 - Hot works
- 2) The Contractor will ensure that where permits are required that it is used and adhered to.

2.6 Physical Requirements

2.6.1 Demolition Work

- 1) Prior to any demolition work being carried out, the Principal Contractor shall submit a safe working procedure and a detailed engineering survey for approval by the Client.
- 2) Such Safe Work Procedures' must where possible be submitted with the Site SHE Plan
- 3) Acceptance will then be issued to the Principal Contractor to proceed with the demolition work.
- 4) The Principal Contractor shall ensure that demolition work complies with the Construction Regulations of February 2014.
- 5) In the event where a structure identified for demolition includes substances such as lead or asbestos it must be performed within the requirements of the applicable legislative.

2.6.2 Excavations, Shoring, Dewatering or Drainage

- 1) All excavation work must be performed under the supervision of a Competent Person as specified in Annexure B of this document and the Construction Regulations of July 2003.
- 2) Adequate Shoring and Bracing must be provided where required to ensure that the health and safety of the employees working in such excavations are not put at risk.
- 3) Adequate provisions must be made to ensure that water is drained from excavations which may enter such excavations as a result of seepage or rain.
- 4) All excavation made by the Contractor must be clearly demarcated and protected to prevent accidental access.
- 5) Barricading tape may only be used to make solid barricading more visible and may not be used as a means of barricading.
- 6) In addition to the abovementioned the requirements of Regulation 11 of the Construction Regulations of July 2003 must be adhered to.

2.6.3 Edge Protection.

- 1) All open edges posing the risk of resulting in injuries or damage to equipment must be adequately guarded fenced or barricaded or other similar suitable means used to prevent injuries or damage to equipment.

- 2) Barricading tape is not deemed to be suitable and may only be used in addition to other suitable means as indicated above.

2.6.4 Explosives and Blasting

- 1) All explosives must be transported or stored according to the requirements of SANS 0228.
- 2) Written approval must be obtained from the Chief Inspector Occupational, Health and Safety prior to any blasting activities taking place.
- 3) A copy of such permission from the Chief Inspector Occupational, Health and Safety must be supplied to the client prior to Blasting.
- 4) Prior to blasting a siren must be sounded, warning flags posted and guards placed at strategic locations points to prevent accidental entry to the blasting area.

2.6.5 Stacking of Materials

- 1) Stacking and storage of materials must be performed under the Supervision of a Competent Person whom has been appointed in writing as required by Annexure B.
- 2) Storage areas must be designated, kept neat and under control. In addition to the abovementioned the requirements of General Safety Regulations as promulgated by Government Notice No R1031 dated 30 May 1986 as amended must be complied with.
- 3) In the event that unauthorized persons may enter an area where materials are stacked such area must be barricaded off to prevent access to such area.

2.6.6 Speed Restrictions and Protections

- 1) Unless otherwise stipulated the speed limit on site to be adhered to is 10 Km/h.
- 2) Vehicle movement routes on site must be clearly indicated where applicable.
- 3) Signage to ensure the safe movement of vehicles on site as well as to ensure the health and safety of all employees and visitors on site must be displayed in strategic locations.

2.6.7 Hazardous Chemical Substances (HCS)

- 1) All employees required to use Hazardous Chemical Substances or products containing Hazardous Chemical Substances must be adequately and comprehensively trained with regard to the requirements of the Hazardous Chemical Substances Regulations as amended in Government Gazette No 25130 of June 2003, the potential sources of exposure and the potential risks to their health caused by exposure.
- 2) In addition to the abovementioned, Material Safety Data Sheets must be kept on site for all materials, which may contain hazardous chemical substances.

2.6.8 Asbestos

- 1) Asbestos work may only be performed subject to prior notification of the Provincial Director, Occupational Health and Safety, Department of Labour, in writing.
- 2) Proof of such notification must be supplied to the Client prior to work proceeding.
- 3) All asbestos work shall be carried out as per the Asbestos Regulations by an approved Asbestos Contractor.

- 4) All employees must be informed and receive training on aspects such as the contents and scope of the Asbestos Regulations as published in Government Gazette 23108 of February 2002, the potential risks of exposure to asbestos, precautionary measures employees have to take and all other requirements deemed necessary to provide a safe and healthy environment for all employees as specified by the Asbestos Regulations as indicated above.
- 5) All asbestos will be removed from site by an approved asbestos contractor to an approved asbestos dump site.

2.7 Plant and Machinery

2.7.1 Construction Plant

- All Construction Plant must comply with and be used in conjunction with the requirements of Section 23 of the Construction Regulations and in specific that all records of inspections rendering such plant safe must be kept on site.
- Operators will be competent and trained and copies of training certificates shall be placed on the health and safety file on site.
- Operators shall be in possession of medical certificate declaring that they are physically and psychologically fit to operate such construction vehicle and plant and copy of medical certificate shall be on the file.
- Original operating and medical certificates shall be kept by the operators and shall be on site in-possession of the operators at all times.

2.7.2 Vessels under Pressure (VUP)

The Principal Contractor and all relevant Contractors shall comply with the Vessels under Pressure Regulations, including:

- Providing competency and awareness training to the operators;
- Providing PPE or clothing;
- Inspecting equipment regularly and keeping records of inspections;
- Providing appropriate fire fighting equipment.

2.7.3 Fire Extinguishers and Fire Fighting Equipment

- 1) The Principal Contractor and Sub Contractors shall provide or ensure adequate provision of regularly serviced fire fighting equipment located at strategic points on site, specific to the classes of fire likely to occur.
- 2) The appropriate notices and signs must be posted up as required.
- 3) Contractors may not utilize fire protection equipment belonging to the client without prior consent.

2.7.4 Hired Plant and Machinery

- 1) The Contractor shall ensure that any hired plant and machinery used on site is safe for use.
- 2) The requirements as stipulated by the OHS Act 85/1993 and Construction Regulations of February 2014 shall apply.
- 3) The Principal Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the Site Health and Safety File. All relevant Contractors must ensure the same.

2.7.5 Scaffolding / Working at Heights

- 1) Working at heights includes any work that takes place in an elevated position in excess of 2m.
- 2) The Contractor must submit a risk-specific fall prevention plan and include a rescue plan in accordance with the Construction Regulations of February 2014 before this work is undertaken.

- 3) The fall prevention plan must be approved by the Client before work may commence.

2.7.6 Formwork and Support Work for Structures

- 1) The Principal Contractor shall ensure that the provisions of Section 10 of the Construction Regulations of February 2014 are adhered to.
- 2) These provisions must include but not be limited to ensuring that all equipment used is examined for suitability before use; that all Formwork and Support Work is inspected by a competent person immediately before, during and after placement of concrete or any other imposed load and thereafter on a daily basis until the Formwork and Support Work has been removed.
- 3) Records of all inspections must be kept in a register on site.

2.7.7 Lifting Machines and Tackle

- 1) The Contractor shall ensure that lifting machinery and tackle is inspected before use and thereafter in accordance with the Driven Machinery Regulations and the Construction Regulations (Section 20).
- 2) There must be a competent appointed lifting Machinery and Tackle Inspector on site who must inspect the equipment daily or before use, taking into account that:
 - All lifting machinery and tackle has a safe working load clearly indicated;
 - Regular inspection and servicing is carried out;
 - Records are kept of inspections and of service certificates;
 - There is proper supervision in terms of guiding the loads that includes a trained banksman to direct lifting operations and check lifting tackle;
 - The tower crane bases have been approved by an engineer;
 - The operators are competent as well as physically and psychologically fit to work and be in possession of a medical certificate of fitness which must be available on site.

2.7.8 Ladders and Ladder Work

- 1) The Contractor shall ensure that all ladders are inspected at least monthly, are in a good safe working order, are the correct height for the task, extend at least 1m above the landing, fastened and secured, and at a safe angle.
- 2) Records of inspections must be kept in a register on site.

2.7.9 General Machinery

The Contractor shall ensure compliance 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 who use machinery.

2.7.10 Portable Electrical Tools and Explosive Powered Tools

- 1) The Contractor shall ensure that use and storage of all explosive powered tools and portable electrical tools are in compliance with relevant legislation.
- 2) The Contractor shall ensure that all electrical tools, electrical distribution boards, extension leads, and plugs are kept in a safe working order.
- 3) The Contractor shall apply the following:
 - A competent person undertakes routine inspections and records are kept.
 - Only authorized trained persons use the tools.

- The safe working procedures apply.
- Awareness training is carried out and compliance is enforced at all times.
- PPE and clothing is provided and maintained.
- A register indicating the issue and return of all explosive rounds is implemented and maintained, and
- That signs are posted up in the areas where explosive powered tools are being used.

2.7.11 High Voltage Electrical Equipment

- 1) All contractors must be made aware of the presence and location of High Voltage Equipment such as underground cables and overhead lines, and that the necessary precautionary steps are taken where work has to be executed in the vicinity of such equipment.
- 2) Precautionary measures such as Isolation and Lock-Out of electrical systems or the use of electrically isolated tools must be used.

2.7.12 Public and Site Visitor Health and Safety

- 1) The Contractor shall ensure that every person working on or visiting the site, as well as the public in general, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers.
- 2) Appropriate Health and Safety Notices and signs shall be posted up, but shall not be the only measure taken.

2.7.13 Night Work

The Contractors must ensure that adequate lighting is provided to allow for work to be carried out safely.

2.7.14 Transportation of Workers

- 1) The Contractor and shall not:
 - Transport persons together with goods or tools unless there is an appropriate area or section to store such goods.
 - Transport persons on the back of trucks except if a proper canopy (properly covering the sides and top) has been provided with suitable seating areas.
 - Permit workers to stand or sit on the edge of the transporting vehicle.
 - Transport workers in LDV's unless they are closed/covered and have the correct number of seats for the passengers.
- 2) No driver will transport more than six people on the back of a 1 Ton LDV and more than four passengers on the back of a ½ Ton LDV.
- 3) The driver of any LDV will not permit more than 2 passengers to occupy the cab of any single cab LDV and 4 passengers of any double cab LDV.
- 4) All vehicles operated on the site will in all aspects comply with the requirements of the Road Traffic Ordinance Act
- 5) Drivers of such vehicles will have a valid license for the code of vehicle being driven by them.
- 6) No servicing of vehicles will be permitted on a Construction Site, which is occupied by staff working for the Client.
- 7) Servicing or repairs of vehicles on site may only take place if such activities are performed with the necessary procedures in place to prevent any harmful effects to the environment.
- 8) All waste generated from servicing vehicles must be disposed off in accordance with relevant Environmental legislation.
- 9) In the event where Earth Moving Equipment is present on site the following must be adhered to:

- Drivers of vehicles must be instructed to avoid parking behind earth moving vehicles to ensure that their vehicles are visible to the operator of earth moving vehicles.
- Right of way must be afforded to earth moving machinery at all times.
- Vehicles must only be permitted to park where possible in designated areas

2.8 Occupational Health and Environmental Management.

2.8.1 Occupational Hygiene

- 1) Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.
- 2) Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards.
- 3) Contractors must prevent inhalation, ingestion, absorption, and noise induction.
- 4) Site-specific health risks are tabled in Annexure D such as cement -dust, wood-dust, noise and so on but is not limited to these items.
- 5) Water to be utilized for drinking purposes may only be drawn from taps designated for drinking water purposes. Fire hydrants and fire hose reels may not be utilized for drinking water purposes.
- 6) In the event where staff is required to be away from home due to the work they have to perform on behalf of the Contractor, the Contractor will provide suitable clean dry and hygienic accommodation, the cost thereof shall be borne by the Contractor.

2.8.2 Environmental Management

- 1) The Contractor shall take all precautionary steps to prevent any pollution of the Environment.
- 2) Any material, which may pose a harmful effect when disposed of by normal means, must be disposed of in an appropriate manner to eliminate its harmful effect on the environment after disposal.
- 3) The Contractor will ensure that adequate procedures are implemented and maintained to ensure that all waste generated including asbestos waste is placed in suitable receptacles and removed from the site promptly.
- 4) Plans to deal with spillages must be in place and maintained.
- 5) No waste materials liquid or solid may be disposed of in drains.
- 6) No burning of waste material may take place where such material being burned may result in pollution of the air or give off toxic vapors which could be harmful to the health of employees or any other person present on site.

2.8.3 Welfare Facilities

- 1) Contractors will supply sufficient toilets (1 toilet per 30 workers). Toilets will be so positioned that it is in close proximity of the workers. If more toilets are required contractors must make provision for this.
- 2) Showers (1 for every 15 workers).
- 3) Changing facilities.
- 4) Hand washing facilities, soap, toilet paper, and hand drying materials.
- 5) Waste bins must be strategically placed and emptied regularly.
- 6) Safe, clean storage areas must be provided for workers to store personal belongings and personal protective equipment.

- 7) Workers must not be exposed to hazardous materials/substances while eating and must be provided with sheltered eating areas.

2.8.4 Alcohol and other Drugs

- 1) No alcohol and other drugs will be allowed on site without the express permission of the Principal Contractor.
- 2) No person may be under the influence of alcohol or any other drugs while on the construction site.
- 3) Any person on prescription drugs must inform his/her Employer, who shall in turn report this to the Principal Contractor forthwith.
- 4) Any person suffering from any illness/condition that may have a negative effect on his/her safety performance must report this to his/her Employer, who in turn must report this to the Principal Contractor forthwith.
- 5) Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. A full disciplinary procedure must be followed by the Contractor concerned and a copy of the disciplinary action must be forwarded to the Principal Contractor for his records.

2.9 Electrical fencing.

- 1) Contractor must comply with sect 12, 13 and 14 of the Electrical Machinery Regulations.

ANNEUXRE A

The Contractor must submit proof of compliance with Annexure A with the construction phase H&S plan where applicable.

HSS Item No.	Requirement	OHS Act Requirement	Submission Date
2.3.1	Notification of Intention to Commence Construction/Building Work	Complete Annexure 2 (Construction Regulations)	Before commencement on site
2.3.2	Assignment of Responsible Persons	All relevant appointments as per OHS Act, Con Regs and Annexure B	Together with SHE Plan
2.3.3	Competence of Responsible Persons	Client Requirement & OHS Act	Together with SHE Plan
2.3.4	Compensation of Occupational Injuries and Diseases Act (COIDA) 130 of 1993	Construction Reg and Client Requirement	Together with SHE Plan
2.3.5	Occupational Health and Safety Policy	OHS Act	Together with SHE Plan
2.3.6	Health and Safety Organogram	Client Requirement	Together with SHE Plan
2.3.7	Initial Hazard Identification and Risk Assessment	Construction Regs.	Together with SHE Plan

ASSIGNMENT OF CONTRACTOR'S RESPONSIBLE PERSONS

ANNEXURE B

The Principal Contractor shall make the following appointments according to the initial risk assessment or as deemed necessary: (further appointments could become necessary as the project progresses)

Appointment	OHS Reference	Requirement abbreviated
CEO Assignee	Section 16(2)	A competent person to assist with the on-site H&S, overall responsibility – Contractor's Responsible Person
Construction Manager	CR 8(1)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Construction Work Supervisor	CR 8(7)	A competent person(s) to supervise and be responsible of Health & Safety related issues on site. The person is appointed to assist the CEO with his/her overall duties.
Subordinate Construction Work Supervisors	CR 8(8)	A competent person to assist with daily supervision of construction work. The person assists the Construction Work Supervisor.
Health and Safety Officer	CR 8(5)	A competent Health and Safety officer in the control of all safety related aspects on site for the duration of the repair phase of this project.
Health & Safety	Section 17	A competent person(s) to inspect H&S in reference to plant, machinery and Health & Safety of persons in the workplace.
Health & Safety Committee Member(s)	Section 19	A competent person(s) representing the employer to assist with the on site Health & Safety matters.
Incident /Accident Investigator	GAR 8	A competent person(s) to investigate incidents/accidents on site and could be: • The employer • H&S Representative • Designated person • Members of the H&S Committee
Risk Assessment Co-ordinator	CR 9	A competent person(s) to co-ordinate all risk assessments on behalf of the Principal Contractor. The same applies to Contractors.
Fall Protection Plan Co-ordinator	CR 10	A competent person(s) to prepare & amend the fall protection plan.
First Aiders	GSR 3	A qualified person(s) to address all on site first aid cases.
Lifting Machine & Equipment inspector	DMR 18	A competent person(s) to inspect lifting machines, equipment & tackle.
Scaffolding Erector	CR 16.1	A competent person(s) to erect scaffolding
Scaffolding Inspector	CR 16.2	A competent person(s) to inspect scaffolding before use and every time after bad weather etc
Temporary Works	CR 12	A competent person(s) to inspect formwork & support work
Excavation Inspector	CR 13	A competent person(s) to inspect excavation work and ensure that approved safe working procedures, are followed at all times

Ladder Inspector	GSR 13A	A competent person(s) to inspect monthly and ensure they are safe for use, keeping monthly record
Stacking Supervisor	CR 28	A competent person(s) to supervise all stacking and storage operations
Demolition Supervisor	CR 14(1)	A competent person(s) to supervise all demolition work
Explosive Powered Tools Inspector/Supervisor	CR 21	A competent person(s) to inspect & clean the tool daily and controlling all operations thereof.
Temporary Electrical Installations Supervisor	CR 24	A competent person(s) to control all temporary electrical installations.
Construction vehicles and Mobile Plant Supervisor.	CR 23(1)(k)	A competent person to inspect vehicles and plant on a daily basis prior to use and record such finding in register.
Fire-Fighting Equipment Inspector	CR 29	A competent person(s) to inspect fire-fighting equipment with required training certificate.

OTHER REQUIREMENTS

ANNEXURE C

The Principal Contractor shall comply but not be limited to the following requirements: report on these to the Client at progress meetings or at least monthly which ever is sooner.

What	When	Output	Accepted by Client & date
Induction training	Every worker before he/she starts work.	Attendance registers	
Awareness Training (Tool Box Talks)	At least weekly	Attendance registers	
Health & Safety Reports	Monthly	Report covering: - Incidents/accidents and investigations - Non conformances by employees & External H&S audit reports	
Emergency procedures	Ongoing evaluation of procedure	Table procedure in writing as well as tel. Numbers	
Risk assessment	Continuous	Documented risk assessment	
Safe work procedures	Drawn up before workers are exposed to new risks	Documented set of safe work procedures (method statements) updated and signed off.	
General Inspections	Weekly & daily	Report OHS Act compliance: - Scaffolding - Excavations - Formwork & support work - Explosive tools	
General Inspections	Monthly	- Fire fighting equipment - Portable electrical equipment - Ladders - Lifting equipment/slides	

What	When	Output	Accepted by Client & date
List of contractors	List to be updated weekly	Table list, number of workers and Company tel. Numbers	
Workman's Compensation	Ongoing	Table a list of Contractors' Workman's Compensation proof of good standing	
Construction site rules & Section 37.2 Mandatory Agreement	Ongoing	Table a report of all signed up Mandatory's	

ANNEXURE D

Project/site Specific Requirements

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

- Demolition work
- Creating openings in walls
- Preparation of paint surfaces
- Painting of walls
- Working with cement products
- Dust
- Metal/Steel work
- Exposure to noise
- Establishment of site office
- Locating of existing services
- Loading and offloading of trucks
- Aggregate/sand and other material delivery
- Protection against dehydration and heat exhaustion
- Manual and mechanical handling
- Lifting and lowering operations.
- Use of Potable electrical Equipment
 - Angle grinder
 - Electric Drilling Machine
 - Skill Saw
- Use and storage of flammable liquids and other Hazardous substances
- Site works
- Excavations
- Electrical installation work
- Mechanical works
- Working in the vicinity of the public, inmates (prisoners) and staff of the client
- Working at heights
- Working with construction machinery and plant
- Persons working in close vicinity of construction machinery and plant.
- Working with asbestos products i.e. gutters, down pipes, insulation etc.
- Hot works i.e. welding, flame cutting etc.

NOTE:

The above list is by no means exhaustive and should not be limited to these activities but must cover all activities that forms part of the said construction work. Each activity must be split down to individual tasks and all associated hazards identified and listed in the risk assessment. This ensures that the critical tasks and subsequent critical hazards are not missed.

NB:-

Although some of the work related to health and safety work is mentioned /noted in certain measured items in the bill of quantities it is still the contractor's responsibility to allow in his tender price for all work related to health and safety and the requirements as per this Health and Safety Specification



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

OCCUPATIONAL HEALTH AND SAFETY COVID 19 SPECIFICATION FOR CONSTRUCTION SITE

1. Introduction

This document specifies measures that contractors appointed by the Department of Public Works and Infrastructure should apply to actively mitigate the spread of corona virus (Covid-19) in line with the gazetted regulations by the Department of Labour and Employment and Department of Health including Occupational Health and Safety Protocols and guidelines of the Department of Public Works and Infrastructure

This was also prepared to provide the principle contractors and sub-contractors with health and safety requirements pertaining to associated construction work on DPWI construction sites respectively as required by Construction Regulations, 2014 of Occupational Health and Safety Act, Act 85 of 1993

All contractors should comply with all legislation, directive and guidelines governing workplaces in relation to Covid-19 including Occupational Health and Safety Act, Act 85 of 1993, Hazardous Biological Agents Regulation, particularly section 8(1) of the Act.

1.1. Responsibilities of Principle Contractors and Sub-contractors regarding Covid-19

All Principal Contractors and sub-contractors appointed by the Department of Public Works and Infrastructure are required to prepare a Health and Safety Plan based on COVID-19 Health and Safety Specification and Department of Labour guidelines, which shall be applicable from the date of commencement of and for the duration of the construction work [Construction Regulation 5 (1). This documented plan must be based on a HIRA (Hazards Identification and Risk Assessment) which will serve to identify the hazards, and their associated risks, anticipation for the scope of work

These Health and Safety plan for Covid-19 should be incorporated to the construction Health and safety plan and be approved Department of Public works and infrastructure or the appointed OHS Agent for that construction project.

Principle contractor must appoint Covid-19 compliance officer responsible to ensure compliance of covid-19 measures adherence, make available screening devices isolation room, PPE and sanitisers for everyone on construction sites.

1.2. Covid-19 Compliance Officer's Responsibilities

The appointment of Compliance Office responsibility

- ✓ Ensure that everyone is scanned for temperature before the shift
- ✓ Everyone maintain social distances of at least 1.5 meters from each other.
- ✓ Ensure that visitors are also screened for symptoms upon entering the site
- ✓ Enforce the use of facial masks, to be worn at all times.
- ✓ To take body temperature in the morning and record the reading in the checklist and file it in the COVID-19 File.
- ✓ Include COVID-19 information during awareness training
- ✓ Ensure he or she updated with updated regulations
- ✓ Workspace and Offices to be disinfected or sanitized in the morning and after Lunch complete the checklist
- ✓ To liaise with Department of Health when reporting a case of COVID-19.

1.3. Covid-19 OHS measure on construction sites

Principal Contractor/sub-contractors and all employees under their control, including visitors and professional team on site must adhere to the following as required by the covid-19 regulations for department of labour

- Temperature screening
- Wear face cloth mask at all time while on site, mask must be wash daily
- Personal hygiene be maintained
- Sanitize hands
- COVID-19 Posters and Notices must be available on site and be updated when there is updates.
- Sanitize the tools that will be use daily in the morning, when used by other employee and taking back to the storeroom or container for storage after work.
- Keep social distancing of at least 1.5 meters at all time including lunch time
- Employee who found to have temperature more than 38 Degrees Celsius be isolated immediately and covid-19 compliance officer must notify the Department of Health.
- The number for Department of Health be displayed on site office and all common areas

2. Procedures and records

All mandatory COVID-19 documentation and records for the construction work, shall be kept in the COVID-19 file (C19 OHS), which will always be accessible on site. The Safety Officer and appointed covid-19 Compliance Officer shall be responsible for the file on site and the Site Manager shall ensure that documentations are valid and up to date. The procedures to be used for the project are to be in accordance with contractor policy and as per the outcome of the HIRA exercise. The following should be minimum contents of the covid-19 OHS file:

- COVID -19 Policy
- Health & Safety plans, specifications
- Appointment (Compliance Officer)
- COVID-19 Case procedure of reporting
- Inspection checklist
- Risk assessments

2.1. Health and safety plan

The Covid-19 Health and Safety must indicate the following:

- How employees will be safe on site and what preventative measure will be undertaken by the employer
- Employer must take measures to-
- How will screening of anyone onsite be conducted at the time that they report to work or inspection or meetings, to ascertain whether they have any of the observable symptoms associated with COVID-19, namely fever, cough, sore throat, redness of eyes or shortness of breath and loss of smell
- The commitment from the employer and employees
- How will the readings for every employee's body temperature be recorded.
- What measure will be taken to ensure the work is done safe without anyone contracting the virus during the duration of project.
- What measures that be taken to safeguards the safety of visitors and stakeholders entering the site
- How will social distancing be observed on site
- How will isolation of employee who might have symptoms of virus be done on site.
- How will exchange of tools and sanitization be done on site
- Prove of training and induction of everyone on site with regard to Covid-19