Province of the
EASTERN CAPE
PUBLIC WORKS & INFRASTRUCTURE

QUOTATION

EASTERN CAPE PROVINCE

DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

QUOTATION DOCUMENT FOR

TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS

NAME OF COMPANY: _____

CSD Nr: _____

CRS Nr (CIDB): _____

CLOSING DATE: 10 DECEMBER 2026 **TIME: 11H00**

ISSUED BY:
SUPPLY CHAIN MANAGEMENT
EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE
NO.1 CREAMERY ROAD
OLD CPA BUILDING
KINGS PARK
KOMANI
5320



Fraud, Complaints & Tender Abuse Hotline
0800 701 701 (toll free number)

TABLE OF CONTENTS:

THE TENDER	
PART T1 – TENDERING PROCEDURES	**3**
T1.1 TENDER NOTICE AND INVITATION TO TENDER	4-5
T1.2 TENDER DATA	6-16
PART T2 RETURNABLE DOCUMENTS	**17**
T2.1 LIST OF RETURNABLE DOCUMENTS	18
SBD 1 – PART A INVITATION TO BID	19
SBD 1 – PART B TERMS AND CONDITIONS FOR BIDDING	20
COMPULSORY ENTERPRISE QUESTIONNAIRE (A)	21
SBD 4 – BIDDE'S DISCLOSURE	22-24
SBD 6.1 – PREFERENCE POINT CLAIM	25-28
DECLARATION WITH REGARD TO COMPANY/FIRM	28-29
VALID CIDB CERTIFICATE OF A TENDERER OR CRS NUMBER	30
PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)	31-32
THE CONTRACT	**33**
PART C1 – AGREEMENTS AND CONTRACT DATA	**34**
PART C1.1 – FORM OF OFFER AND ACCEPTANCE	35-37
PART C1.1 A – J	38-48
PROJECT REFERENCE FORMS: 1-3 (K)	49-54
PART C1.1 L – M	55-56
PART C1.1 N	57
PART C1.2 CONTRACT DATA	58-69
OCCUPATIONAL HEALTHY & SAFETY SPECIFICATION	70-111
PART C1.3 DISPUTE RESOLUTION MECHANISM	112
PART C1.3 CIDB ADJUDICATOR'S AGREEMENT	113-114
PART C2 – PRICING DATA	115
PART C2.1 – PRICING INSTRUCTIONS	116-117
PART C2.2 – PRICING SCHEDULE	118
PART C2.3 – BILLS OF QUANTITIES	119-127
PART C3 – SCOPE OF WORKS	128-135
PART C4 – SITE INFORMATION	135-136

PART T1 : TENDER PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

T1.2 TENDER DATA

T1.1 TENDER NOTICE AND INVITATION TO TENDER

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **2ME OR HIGHER** to tender for the **TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**

The contract will be based on the **NEC4 Term Service Contract, June 2017 with amendments January 2019 and October 2020.** and the Eastern Cape Public Works and Infrastructure will enter into a contract with the successful tenderer.

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

This quotation document is downloadable free of charge from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) from **25 NOVEMBER 2026**. No documents will be available at departmental offices

Queries relating to the issue of these documents **may be addressed in writing** to Ms. B Mshede - Babalwa.Mshede@ecdpw.gov.za. Technical enquiries may be addressed in writing to Mr. L. Ndamase– Email Lunga.ndamase@ecdpw.gov.za.

NOTE: BIDDERS INTENDING TO RENDER SERVICES WITH THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE WILL BE SUBJECTED TO THE SECURITY SCREENING AND VETTING PRIOR TO THE AWARD OF THE TENDER.

The closing time and date is **11:00am** on **10 DECEMBER 2026.** Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted. Bids must be submitted in sealed envelopes clearly marked tenders **"CHR5-26/27-0033: TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**

It is the responsibility of the tenderer/s including those utilizing courier service to ensure that bid documents are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. The Department will not accept responsibility if bids are received by officials or are not timely deposited in the Bid Box.

Tenders may only be submitted on the quotation documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base on (https://secure.csd.gov.za) prior award.

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

B. BID EVALUATION:

This tender will be evaluated in two (2) phases as follows:
Phase ONE: Compliance, responsiveness to the bid rules and conditions.
Phase TWO: Bidders passing the stage above will be evaluated on PPPFA and PPR 2022.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) AND PREFERENTIAL PROCUREMENT REGULATIONS FOR 2022 WILL APPLY AND POINTS WILL BE AWARDED AS FOLLOWS:

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

C. BID SPECIFICATIONS, CONDITIONS AND RULES
The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data

The Department of Public Works and Infrastructure SCM policy applies.

Tender validity period is **120 days**

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

- **SCM RELATED ENQUIRIES**
  Ms. Babalwa Mshede
  Tel No: 083 281 1298
  Email Address: Babalwa.mshede@ecdpw.gov.za

- **TECHNICAL ENQURIES**
  Mr. Lunga Ndamase
  Tel No.: 083 627 1637
  Email Address: Lunga.ndamase@ecdpw.gov.za

T1.2 TENDER DATA

The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.
SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 *and* as contained in **Annexure C** of **Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**, Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The Employer is Department of Public Works and Infrastructure
3.2	The tender documents issued by the employer comprise the following documents: **THE TENDER** **Part T1: Tendering procedures** T1.1 - Tender notice and invitation to tender T1.2 - Tender data **Part T2 : Returnable documents** T2.1 - List of returnable documents T2.2 - Returnable schedules **THE CONTRACT** **Part C1: Agreements and Contract data** C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - CIDB Adjudicator's Agreement **Part C2: Pricing data** C2.1 - Pricing instructions C2.2 - Pricing schedule (BoQ) **Part C3: Scope of work** C3 - Scope of work **Part C4: Site information** C4 - Site information
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: **Name: Lunga Ndamase** **Address: No. 1 Creamery Road, Old CPA Building, Kings Park, Komani, 5320** **Tel No.: 083 627 1637** **Email Address: Lunga.Ndamase@ecdpw.gov.za**
3.4	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.6	Method 2: two stage procurement procedure shall be applied.
4	**Tender's obligations**
4.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB **Grade 2ME or Higher** class of construction work; and Joint ventures are eligible to submit tenders provided that: 1. every member of the joint venture is registered with the CIDB;

	2. the lead partner has a contractor grading designation **not lower than one level below** the required grading designation in the class of works under consideration; and 3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to a contractor grading designation determined in accordance with the sum tendered for a CIDB **Grade 2ME or Higher** class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. 4.Joint Venture Agreement.
4.2	The employer will compensate the tender as follows NEC4 Term Service Contract (June2005) (and amended June 2006 and April 2013). The employer **will not** compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	**Confidentiality and copyright of documents** Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and, if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to, and tenders will be received only from those tendering entities appearing on the attendance list. **Tender documents will not be made available at the clarification meeting**
4.8	**Seek clarification** *Request clarification of the tender documents, if necessary, by notifying the employer at least **five (5) working days** **before the closing time stated in the tender data.***
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.4, and

	b) the parts communicated electronically by the employer of its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: **DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, GROUND FLOOR OLD CPA BUILDING – RECEPTION AREA, KOMANI** Physical address**: GROUND FLOOR, NO.1 CREAMERY ROAD, OLD CPA BUILDING– RECEPTION AREA, KOMANI, 5320.** Identification details: **"CHR5-26/27-0033:** "**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS".** Closing date: **10 DECEMBER 2026** Time: **11:00 am**.
4.13.4	A two-envelope procedure will not be required.
4.13.5	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is **120 days**. Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data. If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period, with or without any conditions attached to such extension. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	**Placing of contractors under restrictions / withdrawal of tenders** If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on **cidb** Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: **N/A**
4.17	The preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW&I policy

5	**Employer's undertakings**
5.1	The Employer will respond to requests for clarification received up to **five (5)** working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until **five (5)** working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at **11:00am hours.**
5.4	Do not disclose to tenderers, or to any person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
5.6	**Arithmetical errors, omission and discrepancies** Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern. For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. **Table F.1 Formulae for calculating points for 80/20 preference point system is as follows**

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

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

5.7.2	The procedure for the evaluation of responsive bids is **Method 2: Price and Preference:** **This tender will be evaluated in two (2) phases as follows:** **Phase ONE:** Compliance, responsiveness to the bid rules and conditions. **Phase TWO:** Bidders passing the stage above will be evaluated on PPPFA and PPR 2022.

PHASE ONE: COMPLIANCE, RESPONSIVENESS TO THE BID RULES AND CONDITIONS

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

1. This bid document must be submitted in its original format.
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Bidders must be registered with CIDB as per the bid notice and requirements. It is the responsibility of the bidder to keep the status on CIDB active during the bidding process (bid advert stage till award stage).
4. Declare as non-responsive all tenders received from:
   (a) unregistered contractors who are not considered as being capable of being registered in the required contractor grading designation prior to the evaluation of tenders;
   (b) registered contractors who tender above their designated tender value range except where the margin by which the tender value range exceeded is reasonable.
5. Bidders must be a legal entity or partnership or joint venture or consortia.
6. Form of offer must be fully completed and signed. Incomplete or unsigned form of offer will lead to a bidder being declared non-responsive.
7. If the Bid Sum (amount in words) differ from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern. Failure to complete the Bid Sum (amount in words) will automatically invalidate the offer submitted.
8. The amount reflected on the Form of offer takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the form of offer has no value or figure, the bidder will be regarded as having made no offer and will be regarded as non-responsive.
9. SBD 4- Bidder's Disclosure must be fully completed and signed. In the event that the bidder or any its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract, such interest must be disclosed on question **2.3.1.** Incomplete or unsigned or poorly completed forms SBD 4 will lead to a bidder being declared non-responsive.
10. Compulsory Enterprise Questionnaire must be fully completed and signed. JV partners must complete separate Questionnaire forms and submit. Incomplete or unsigned Compulsory Enterprise Questionnaire will lead to a bidder being declared non-responsive.
11. Resolution to Sign where applicable must be completed and signed. Incomplete or unsigned or poorly completed resolution to sign where applicable will lead to a bidder being declared non-responsive.
12. Only one offer per item per bidder is allowed and alternative offers will not be considered. If more than one offer per item is received, none of the offers will be considered. Bidders are also not allowed to submit a bid whilst they are in agreements with other bidders in the form of joint ventures or consortiums.

Other Conditions of bid - non-eliminating:

13. The bidder must be registered on the Central Supplier Database (CSD) prior the award.
14. All bidders' tax matters must be in order prior to award. Bidders' tax matters will be verified through CSD and status compliance PIN. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 days to correct the status. A bidder that fails to rectify its tax matters with SARS will be declared non-responsive.
15. Bidders must note that in addition to being tax complaint at the time of award of the contract, which will be verified with SARS or the CSD, it is incumbent upon the successful bidder/s to ensure that they are at all times tax compliant over the entire duration of the contract. Failure to ensure tax compliance may prevent the Department

from issuing orders when goods/services are required. In such instances, the Department reserves the right to procure outside of the contract. Furthermore, if the Department is prevented from obtaining the relevant goods/services on the contract, such constitutes a breach of contract and will be dealt with accordingly, including the recovery of damages/adverse costs where applicable. In instances whereby the bidder is found non-compliant during the time of payment for goods/services rendered, the bidder will be afforded 7 days to rectify their tax matters.

16. Invoices must be submitted to the department, office number G07, at No. 1 Creamery Road, Kings Park, Queenstown, 5320 OR sent through email to Invoices.chrishani@ecdpw.gov.za.
17. A risk assessment shall be performed on the tender submission of the highest ranked tender who scored the highest number of tender evaluation points to ascertain if any of the following, present an unacceptable commercial risk.
    (a) unduly high or unduly low tendered rates or amounts in the tender offer;
    (b) capacity and capabilities of the bidder;
    (c) arithmetic errors.
18. The department may approach the tenderer if in the opinion of the department it presents an unacceptable commercial risk, provided that such negotiations will not affect the competitive position of the tenderer.
19. As part of the risk assessment methods, bidders are requested to submit with their bids the following information:
    (a) a minimum of one (1) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, and contact person, contact details). This is not an elimination factor, but important for the department to make a decision;
    (b) a list of projects where he or she has submitted tender offers, but tender results have not been confirmed by the client. This is not an elimination factor, but important for the department to make a decision;
    (c) a company profiles with list of available resources, plant and machinery, and any other additional capacity with the bid. This is not an elimination factor, but important for the department to make a decision;
    (d) a list all projects where there are pending litigations or litigations that have been concluded.
20. the tenderer has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management processes will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.
21. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead to the non-awarding of points for specific goals.
22. If the offer is “Vat Inclusive”, the VAT registration number of service provider must be indicated and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be given 14 days to register as a VAT Vendor with SARS, after the issuing of an appointment letter. If a bidder is a VAT vendor/registered, the bidder is required to explicitly state the VAT amount. VAT vendors must include VAT at 15% in the bid offer(s).
23. The Department will contract with the successful bidder by signing a formal contract.
24. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase the commercial risk of the bid and may lead to elimination or passing over of the bidder.
25. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
26. DPWI applicable policies apply.
27. Protection of personal information: Consent (POPIA).
28. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. NEC 3 Principal Building Agreement (PBA) Edition 6.2 of 2018).

PHASE TWO: EVALUATION ON PPPFA AND PPR 2022

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and PPPFA Regulations *of 2022*

Criteria	Points
POINTS ON PRICE	**80**
POINTS FOR SPECIFIC GOALS	**20**
TOTAL	**100**

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million:

(a) The following formula must be used to calculate the points out of 80 for price in respect of an invitation for a tender with a rand value equal to or below R50 million, inclusive of all applicable taxes included:

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

Where

Ps = Points scored for price of tender under consideration
Pt = Rand value of tender under consideration
Pmin = Rand value of the lowest acceptable tender

PLEASE NOTE:

1. The bidder has duly completed and signed SBD 6.1. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead to the non-awarding of points for specific goals.
2. Preference points for joint ventures / consortia will be allocated proportionately in terms of the attributes or qualification for the relevant specific goals.
3. The Department intends to award this to the highest point scorer as whole, unless circumstances justify otherwise.
4. All information will be verified through CSD.

5.7.3	The procedure for the evaluation of responsive tenders is **Method 2** (price and preference)
5.7.4	The quality criteria and maximum score in respect of each of the criteria are as follows: **N/A**
5.7.5	Each evaluation criteria will be assessed in terms of five indicators – **N/A**
5.7.6	The prompts for judgment and the associated scores used in the evaluation of quality shall be as follows: **N/A**
5.8	**Additional conditions (non-eliminating unless expressly mentioned in the document):** a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) prior award, unless it is a foreign supplier with no local registered entity. b) the tenderer is in good standing with SARS according to the Central Supplier Database. Bidders must submit a CSD no. or tax status compliance pin. c) the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard within 21 days after the appointment.

	d) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; e) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. f) the tenderer has not: i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect. g) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process. h) the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer. *i)* The tenderer undertakes to maximize the sourcing of building material or infrastructure input material from Eastern Cape based suppliers or manufacturers. j) the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. k) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. l) **NOTE:** The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. m) The department reserves the right not to award the bid to the most favorable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favorable firm is too high; the bidder has been awarded a considerable number of projects by the department; has performed unsatisfactorily in the past.
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	The additional conditions of tender are: • Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	***A. List of returnable documents***
1	**Documentation to demonstrate eligibility to have tenders evaluated i.e.** *List all documentation to demonstrate eligibility to have a submission evaluated.* • Appropriate CIDB grading suitable for the works (as stated under T1.1)
2	**Returnable Schedules required for tender evaluation purposes** The tenderer shall fully and appropriately complete and sign the following returnable schedules as relevant: • Record of Addenda to Tender Documents (where applicable) • Proposed amendments and qualifications

	• Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted). • SBD 1, 4, 6.1, • Protection of personal content: Consent • Form of Offer and Acceptance • Complete priced Bills of Quantities, including Final Summary • Certificate of Authority for Joint Ventures
3	**Other documents required for tender evaluation purposes** The tenderer shall provide the following returnable documents: • A letter if good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	**Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract** The tenderer must complete the following returnable documents: • A fully completed form of Offer and Acceptance (and any revision of prices if there are any).
5	Only authorized signatories may sign the original and all copies of the tender offer where required. In the case of a Bid being submitted on behalf of a **company, close corporation or partnership**, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, In the case of a **joint venture or consortium,** at least one director/ member of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid. In the event that a resolution to sign **is not completed by all directors/ members of the enterprise**, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid. No authority to sign is required from a company or close corporation or partnership which has **only one director or member**. In the event that a **non-member/ non-director to the enterprise** sign this declaration, and no authority is granted, it will automatically invalidate the bid. **Accept that failure to submit proof of authorization to sign (where applicable), will result in the tender offer being regarded as non-responsive.**
6	**Information and data to be completed in all respects** Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as nonresponsive.
7	**Canvassing and obtaining of additional information by tenderers** The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.
8	**Prohibitions on awards to persons in service of the state** The Employer is prohibited to award a tender to a person - a) who is in the service of the state; or

	b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or *c)* a person who is an advisor or consultant contracted with the Department or municipal entity. **In the service of the state** means to be - a) a member of: - *a* any municipal council. *b* any provincial legislature; or *c* the National Assembly or the National Council of Provinces. *d)* a member of the board of directors of any municipal entity. *e)* an official of any Department or municipal entity. *f)* an employee of any national or provincial department. *g)* provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); *h)* a member of the accounting authority of any national or provincial public entity; or *i)* an employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
9	**Awards to close family members of persons in the service of the state** Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - a) the name of that person. *b)* the capacity in which that person is in the service of the state; and *c)* the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
10	**Respond to requests from the tenderer** The employer will respond to requests for clarification up to **5 (five) working days** before the tender closing time.
11	**Opening of tender submissions** Tenders will be opened immediately after the closing time for tenders.
12	**Scoring quality / functionality** N/A
13	**Cancellation and re-invitation of tenders** An organ of state may, prior to the award of the tender, cancel the tender if- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes or documents.

	(f) No market related offer received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
14	Dispute resolution mechanism will be done through the **Adjudication** route**.**
15	The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2022 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
16	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the **cidb** for investigation as a breach of the **cidb Code of Conduct** in terms of the **cidb Regulations**; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.

PART T2
RETURNABLE DOCUMENTS

T2.1 List of Returnable Documents

The tenderer should complete the following returnable documents:

1 Returnable Schedules required for bid evaluation purposes

- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2 Other documents required for bid evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary

3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4, 6.1
- Protection of personal content: Consent

SBD 1

PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	CHR5-26/27-0033 CHR	CLOSING DATE:	10 DECEMBER 2026	CLOSING TIME:	11:00
DESCRIPTION	TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*					
DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, GROUND FLOOR OLD CPA BUILDING – RECEPTION AREA, No. 1 CREAMERY ROAD, OLD CPA BUILDING, KOMANI, 5320					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**Ms. B. Mshede**	CONTACT PERSON	**Mr. L. Ndamase**
TELEPHONE NUMBER	**083 281 0977**	TELEPHONE NUMBER	**083 627 1637**
FACSIMILE NUMBER	**None**	FACSIMILE NUMBER	**None**
E-MAIL ADDRESS	**Babalwa.mshede@ecdpw.gov.za**	E-MAIL ADDRESS	**Lunga.ndamase@ecdpw.gov.za**

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

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

PART B - TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, NEC4 TERM SERVICE CONTRACT (JUNE 2005) (AND AMENDED JUNE 2006 AND APRIL 2013) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (NEC4).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……
(Authority to sign where applicable must be submitted e.g. company resolution)

DATE: ……

Compulsory Enterprise Questionaire

A

Compulsory Enterprise questionnaire

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

Section 1: Name of enterprise: . . . .

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

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

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 5: Particulars of companies and close corporations

Company registration number . . . .

Close corporation number . . . .

Tax reference number . . . .

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

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

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

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

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

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

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

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

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

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:
……

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

……

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

2.3.1 If so, furnish particulars:
……
……

3 DECLARATION

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

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

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

3.7 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.

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

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

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

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

SBD 6.1

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

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

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

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1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

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

1.2 To be completed by the organ of state

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

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

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this

tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

(b) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender		Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual: -			
	(a) 100% black ownership	**6**	
	(b) 51% to 99% black ownership	**4**	
	(c) Less than 51% black ownership	**0**	
Black women ownership: -			
	(a) 100% black women ownership	**4**	
	(b) 30% to 99% black women ownership	**2**	
	(c) Less than 30% black women	**0**	

	ownership		
Black youth ownership: -			
	(a) 100% black youth ownership	**4**	
	(b) 30% to 99% black youth ownership	**2**	
	(c) Less than 30% black youth ownership	**0**	
People with disability: -			
	(a) 20% or more disabled people ownership	**4**	
	(b) Less than 20% disabled people ownership	**0**	
Locality: -			
	(a) Within the Eastern Cape	**2**	
	(b) Outside the Eastern Cape	**0**	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm……..

4.4. Company registration number: ……...

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

i) The information furnished is true and correct.

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

iii) In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process.

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....
DATE: .....

ADDRESS: .....
.....
.....
.....

VALID CIDB CERTIFICATE OF A BIDDER

(ATTACH HERE)

OR

INDICATE CRS NUMBER ON THE FIRST PAGE

PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

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

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

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

AGREEMENT

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

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

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

On behalf of the Bidder:

…….. ……
Signature Date

…… ……
Position Name of the Bidder

On behalf of the Client:

…….. ……
Signature Date

…….. ……
Position Name of Client Representative

THE CONTRACT

PART C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance
C1.2 Contract Data for CIDB Standard Professional Services Contract
C1.3 CIDB Adjudicator's Agreement

Annex C

(normative)

FORM OF OFFER AND ACCEPTANCE

Project title	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**
SCMU number	**CHR5-26/27-0033**

OFFER

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **Term contract for servicing, repairs and replacement of air conditioners in Chris Hani District for a period of 12 months.**

……

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

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

THE OFFERED TOTAL OF THE PRICES + DISRBUSEMENTS + INCLUSIVE OF VALUE ADDED TAX AND MINUS ALL DISCOUNTS IS:

……..……..……..……..Rand **(in words) ;**

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

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

Signature(s):_____

Tender's Name(s):_____

Authorized Person:_____

(Names)_____

_____

Address of the
Tenderer:_____

Witnesses (Signatures):

1._____ Date:_____

2._____ Date:_____

ACCEPTANCE

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

The terms of the contract, are contained in:

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

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

The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor**)** within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.[1]

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

Schedule of Deviations

1 Subject _____

Details
_____

2 Subject _____
Details
_____

3 Subject _____
Details
_____

4 Subject _____
Details

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

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

A

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT SERVICES FOR A PERIOD 12 MONTHS.**
SCMU NUMBER	**CHR5-26/27-0033**

I / We confirm that the following communications received from the Department of Public Works & Infrastructure before the submission of this tender offer, amending the tender documents, have been considered in this bid offer: (Attach additional pages if more space is required)

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

Attach additional pages if more space is required.

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

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

Tenderer .....

B

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**
SCMU NUMBER	**CHR5-26/27-0033 CHR**

Page	Clause /Item	Proposal

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

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

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

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

C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

An example is given below:

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

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

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

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

_____

_____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE:_____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

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

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

D
CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.

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

PROJECT TITLE	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**
SCMU NUMBER	**CHR5-26/27-0033 CHR**

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

E

SCHEDULE OF PROPOSED SUB COTRACTORS

PROJECT TITLE	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**
SCMU NUMBER	**CHR5-26/27-0033**

We notify you that it is our intention to employ the following Sub-consultant for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on **SBD 6.1 form.**

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).

No.	Name and address of proposed Sub-consultant	Nature and extent of work	Year completed	Value	Contact details
1					
2					
3					

4					
5					

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

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

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

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

F

CAPACITY OF THE BIDDER

PROJECT TITLE	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**
SCMU NUMBER	**CHR5-26/27-0033**

WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)

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

Quantity / No. of Resources	**Categories of Employee - Key Personnel (part of Business Enterprise)**	**Professional Registration No.**	**Date of Employment**
	Team Leader / Key Personal		
	Project Manager		
	Senior Technologists		
	Technologists		
	Technicians		
	Candidates		
	Others		

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

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

Enterprise Name: ……

G

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

The description of each project must include the following information:

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

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

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

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

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

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

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

H

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

The description of each project must include the following information:

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

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						
4						

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

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

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

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

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

I

OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING

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

1					
2					
3					
4					
5					

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

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

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

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

J

SCHEDULE OF TENDERER'S LITIGATION HISTORY

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

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

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

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

Tenderer name ----------

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

K

Evaluation Schedule 1 – Project Reference Forms – 1

Project title:	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**
Project Number:	**CHR5-26/27-0033**

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

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

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent,

B. by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance						
2. Quality of Services						
3. Resources: Personnel						
4. Time management / programming						
5. Financial management / Project budget management/ cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____

_____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus, signed at _____ on this _____ day of _____ 2025

_____
Signature of principal agent

COMPANY STAMP

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

_____
Name of Tenderer

_____ _____
Signature of Tenderer

Evaluation Schedule 1 – Project Reference Forms – 2

Project title:	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**
Project Number:	**CHR5-26/27-0033**

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

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

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent,

B. by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance						
2. Quality of Services						
3. Resources: Personnel						
4. Time management / programming						
5. Financial management / Project budget management/ cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____

_____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus, signed at _____ on this _____ day of _____ 2025

_____
Signature of principal agent

COMPANY STAMP

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

_____
Name of Tenderer

_____

Evaluation Schedule 1 – Project Reference Forms – 3

Project title:	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**
Project Number:	**CHR5-26/27-0033**

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

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

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent,

B. by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance						
2. Quality of Services						
3. Resources: Personnel						
4. Time management / programming						
5. Financial management / Project budget management/ cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments: _____

_____

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus, signed at _____ on this _____ day of _____ 2025

_____
Signature of principal agent

COMPANY STAMP

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

_____
Name of Tenderer

_____

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

L
BASELINE RISK ASSESSMENT

PROJECT TITLE	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**
SCMU NUMBER	**CHR5-26/27-0033**

PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Brickwork	Physical injury, Fatality				PPE, Use of Scaffolding
Roofing	Physical injury, Fatality				PPE, Use of Scaffolding
Plastering	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Dust inhalation	Use of PPE, guarding off site on work areas
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

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

M

A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS**
SCMU NUMBER	**CHR5-26/27-0033**
CONTRACTOR NAME:	

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

B. MATERIAL LISTS

ITEM	MATERIAL (TYPE)	QUANTITY	ESTIMATE AMOUNT (Rands)
A	Pipe insulation		
B	Sealants/waterproofing materials		
C	Electrical wiring		
D	Mounting hardware		
E	Trunking/wall sleeves		
F	Refrigerant gas		
TOTAL			

C. CONFIRMATION

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

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

N

DECLARATION (VALIDITY OF INFORMATION PROVIDED

I……. declare that the information provided is true and correct, the signature to the bid document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE.

…… ……..
SIGNATURE OF DECLARER **DATE**

…… ……
POSITION OF DECLARER **NAME OF COMPANY OF BIDDER**

Should the bidder have, in the opinion of the DPWI, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself regarding the bid, then the DPWI may, in its sole discretion:

* Ignore any bids without advising the bidder thereof
* Cancel the contract without prejudice to any legal rights the DPWI may have

Should the bidder disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the DPW&I and such bidder.

PART C1.2 CONTRACT DATA

PART C1.2: CONTRACT DATA

1 Part One – Data provided by the Employer

Clause	Statement	Data
1. General		
	The conditions of contract are the core clauses and the clauses for main Option:	
		A **Priced contract with price list**
	dispute resolution Option and **secondary Options**	**W1** **Dispute resolution procedure**
		X13 **Performance Bond**
		X17 **Low service damages**
		X18 **Limitation of liability**
		X19 **Task Order**
		X20 **Key Performance Indicators**
	of the NEC4 Term Service Contract, June 2017 with amendments January 2019 and October 2020.	

10.1	**The Employer is (name):**	**Department of Public Works and Infrastructure**
	Address	**No. 1 Creamery Road,** **Private Bag X-7114** **Queenstown. (5320)**
	Represented By:	**Mr L. Ndamase**
	Tel No.	
	Fax No.	

10.1	**The Service Manager is (name):**	**Lunga Ndamase**
	Address	**No.1 Creamery Road** **Private Bag X-7114** **Queenstown** **5320**
	Tel	**083 627 1637**
	e-mail	**Lunga.Ndamase@ecdpw.gov.za**
	The Service Manager is (name):	**Lunga Ndamase**

11.2(2)	The Affected Property is	**Various air conditioning sites in Chris Hani District**
11.2(13)	The service is	**Scheduled and Re-active Maintenance works**
11.2(14	The following matters will be included in Risk register	**N/A**
11.2(15)	The Service Information is in	**The Contract Part 1: Service Information - Scope of Works. Works Information and all documents to which it makes reference.**
12.2	The law of the contract is the law of	**the Republic of South Africa**
13.1	The language of this contract is	**English**
13.2	The period for reply is	**7 days**

1. The Contractor's responsibility (If the optional statement for this section is not used, no data will be required for this section)

21.1	The Contractor submits a first Plan for acceptance within	**2 weeks of the Contract Date**

2. Time

30.1	The starting date is	**at the Site Handover Meeting Date**
30.2	The service period is	**12 Months**

3. Testing and defects

Special testing may be requested by the Service Manager.

4. Payment

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

5. Compensation Events

No data is required for this section of the conditions of contract

6. Use of Equipment Plant and Materials

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

7. Risks and Insurance

80.1	These are additional Employer's risks	**N/A**
83.1	The Employer provides these insurances from the Insurance Table	**N/A**
83.1	The Employer provides these additional insurances	**N/A**
83.1	The minimum amount of cover for insurance against loss and damage caused by the Contractor to the Employer's property is	**R 2 000 000.00**
83.1	The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Employer to an amount of	**R 2 000 000.00**
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the Employer's property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor's Providing the Service for any one event is:	**R 2 000 000.00**
83.1	The Minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the Contractor arising out of and in course of their employment in connection with this contract for any one event is:	**As prescribed by the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993 and the Contractor's common law liability for people falling outside the scope of the Act with a limit of Indemnity of not less than R 5 000 000.00**

8. Termination

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

9. Data for main Option Clauses

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

10. Data for Option W1

W1.1	The Adjudicator is (Name)	**The person selected from the ICE-SA Division (or its successor body) of the South African Institution of Civil Engineering Panel of Adjudicators by the party intending to refer a dispute to him. (See www.ice-sa.org.za)**
	Address	
	Tel. No, Fax No. Email	
W1.2(3)	The Adjudicator nominating body is:	**The Chairman of ICE-SA a joint Division of the South African Institution of Civil Engineering**
W1.4(2)	The Tribunal is:	**Arbitration**
W1.4(5)	The Arbitration Procedure is	**The latest edition of Rules for the Conduct of Arbitrations published by the Association of Arbitrators (South Africa) or its successor body.**
	The place where arbitration is to be held is	**South Africa**
	The person or organization who will choose an arbitrator - **If the Parties cannot agree a choice or** - **If the procedure does not state who selects an arbitrator, is**	**The Chairman for the time being or his nominee of the Association of Arbitrators (South Africa) or its successor body.**

11. Data for Secondary Option Clauses

X1 **Price Adjustment for Inflation**

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

The proportions used to calculate the Price Adjustment Factor are:

Note: Requirements for CPA/Price inflation is that Prices must be Fixed and Firm for the First 12 months of the contract and only subject to escalation thereafter. A minimum of 10% of the contract price / prices is not adjustable throughout the life of the contract

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

X13 **Performance Bond**

X13.1 The Contractor gives the Employer a performance bond **The Tenderer must provide a Performance Bond in the form of a Fixed Performance Guarantee by means of a Bank Guarantee, or from an Insurer approved by the Service Manager, in the amount of 2.5% of the Awarded Contract Value, once the Contract has been**

		awarded to him. This Bond must be given to the Employer with in four (4) weeks of the Contract Date.
X17	**Low Service Damages**	
X17.1	The service level table is in	**As per Demerit Table in Contact Data – Annexure CD1**
X18	**Limitation of Liability**	
X18.1	The Contractor's liability to the Employer for indirect or consequential loss is limited to	**R0.00 (Zero Rand)**
X18.2	For any one event, the Contractor's liability to the Employer for loss of or damage to the Employer's property is limited to	**R2 500 000.00**
X18.3	The Contractor's liability for Defects due to his design of an item of Equipment is limited to	**The greater of** • **the total of the Prices at the Contract Date And** • **R2 500 000.00**
X18.4	The Contractor's liability to the Employer for all matters arising under or in connection with this contract, other than the excluded matters, is limited to	**N/A**
X18.5	The end of liability date is	**3 Months after the end of the Service Period.**
X19	**Task Order**	
	The Contractor submits a Task Order programme to the Service Manager within	**Authorization to commence with any Task will be done by Task Order. This Task Order will be issued to the Contractor by the Service Manager.** **Maintenance Turn- around times are stated in the Works Instructions under specification clauses.**
X20	**Key Performance Indicators**	**Key performance Indicators will be used to monitor Contractor performance monthly**

2 Part Two – Data provided by the Contractor

The tendering contractor is advised to read both the NEC4 Term Service Short Contract (June 2017) and the "NEC4 USER GUIDE, PREPARING A TERM SERVICE CONTRACT VOLUME 2" in order to understand the implications of this Data which the tenderer is required to complete. An example of the completed Data (both Parts) is provided in Appendix 1 on page 28 of the User Guide.

Clause	Statement	Data
10.1	The Contractor is (Name): Address: Tel No. Fax No.	
11.2(8)	The Direct Fee Percentage is	_____%
	The Subcontracted Fee Percentage Is	_____%
11.2(14)	The following matters will be included in the Risk Register	
11.2(15)	The Service Information for the Contractor's plan is in:	
21.1	The plan identified in the Contract Data is contained in:	
24.1	The Key Persons are: Name : Job : Responsibilities : Qualifications : Experience	
	Name : Job : Responsibilities : Qualifications : Experience	
		CV's and further key person's data are in _____
A	**Priced Contract with Price List**	
11.2(12)	The price list is in	
11.2(19)	The tendered total of the Prices is	

X1 Price adjustment for inflation

X1.1

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

ANNEXURE CD1: DEMERIT TABLE AND PENALTY CALCULATION SYSTEM

If the Contractor fails to remedy any sub-standard work within the time frame stipulated by the Service Manager, the conditions as per GM 3.1 will apply.

The contractor will incur demerit points for specific measurable poor performance incidents which can lead to the early termination of the Contract as described below.

DESCRIPTION	DEMERIT POINT
Failure to submit the Functional Condition Assessment Report by the due date	1 point/ week that the report is late
Exceeding the maximum allowable response and resolve time for a P1 Breakdown	3 points/ incident
Exceeding the maximum allowable response and resolve time for a P2 Breakdown	2 points/ incident
Exceeding the maximum allowable response and resolve time for a P3 or P4 Breakdown	1 point/ incident
Not meeting the Planned Maintenance Performance KPI	1 point/ incident
Not meeting the Rework Rate KPI	1 point/ incident
Not meeting the Contractor Contactability KPI	1 point/ incident

The demerit points will accumulate and trigger the following actions:

ACCUMULATED DEMERIT POINTS	ACTION
19. 6	Service Manager to discuss Contractor's performance deviation and agree on improvement measures. If improvement measures are successful and the Contractor has been consistently meeting the required KPI targets for the following two months, the demerit points can be cancelled by the Service Manager.
21. 12	Service Manager to issue notice that Contractor is in Breach of Contract and that Contract Can be terminated if the Contractor does not improve his performance in line with the agreed improvement measures.

23. 15	Service Manager to Terminate Contract as per Section 9 of the NEC4 Term Service Contract, June 2017 with amendments January 2019 and October 2020.

Poor performance by the Contractor due to late payments by the Employer will not incur demerit points.

Financial penalties, as per the requirements of Secondary Options Clause X17 (Low-performance damages), will be applied on the effected payments at 1% penalty per demerit point by the Service Manager, in the month that the demerit points are allocated to the Contractor.

ANNEXURE CD2: KEY PERFORMANCE INDICATOR LISTING

The following Key Performance Indicators (KPI's) will be applicable to this Contract and must be monthly updated and reported on by the Service Manager:

KPI Name	KPI Equation	Frequency	Target
Emergency Job Rate	= $\frac{\text{Total Number of Emergency Jobs Done}}{\text{Total Number of Jobs Done}}$ X 100%	Monthly	<10%
Planned Maintenance Performance	= $\frac{\text{Total Number of Scheduled Planned Maintenance Jobs Completed}}{\text{Total Number of Planned Maintenance Jobs Scheduled}}$ X 100%	Monthly	100%
Cost Estimation Accuracy	= $\frac{\text{Total Actual Cost of Work}}{\text{Total Estimated Cost Of Work}}$ X 100%	Monthly	100%
Response Performance	= $\frac{\text{Number of Service Calls Completed within Targeted Response Time}}{\text{Total Number of Service Calls}}$ X 100%	Monthly	100%
Rework Rate	= $\frac{\text{Number of Jobs Requiring Rework}}{\text{Total Number of Jobs Done}}$ X 100%	Monthly	0%
SHEQ	= Number of SHEQ Incidents Involving the Contractor	Monthly	0
Contractor Contactability	= Number of Times that Contractor was not Contactable by the Call Centre	Monthly	0

The Service Manager must also ensure that the following items are routinely inspected and reported on by the Site Representative for each Facility:

1. Compliance with general maintenance requirements as specified in the Service Information.

2. Manner in which preventative and corrective maintenance is carried out.

3. Manner in which the Maintenance Control Plan is implemented and updated.

4. Manner in which Task Orders received from the Service Manager is dealt with.

5. Manner in which records are kept as required by the Service Information as well as the Occupational Health and Safety Act, Act No 85 of 1993 as amended.

6. Quality of services carried out for the month prior to the inspection.

Note: The aim of the above inspection is to determine that all the requirements of the specification have been complied with. Should the Service Manager believe that one or more maintenance items referred to above, have been neglected or totally ignored by the Contractor he may decide to implement demerit points as penalty as per X17 for each type of non-compliance found during the inspection.

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

IN

TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS

IMPLEMENTED BY

THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

PREAMBLE

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

The Client's further duties are as described in The Act and the Regulations made there-under. The Principal Contractor shall be responsible for the Health & Safety Policy for the site in terms of Section 7 of the Act and in line with Construction Regulation 5 as well as the Health and Safety Plan for the **1.** project.

This 'Health and Safety Specifications' document is governed by the "Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognizance should be taken of the fact that no single Act or its set of Regulations can be read in isolation. Furthermore, although the definition of Health and Safety Specifications stipulates 'a documented specification of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of persons', it is required that the entire scope of the Labour legislation, including the Basic Conditions of Employment Act be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

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

In this a high premium is to be placed on the health and safety of the most valuable assets of the Department of Public Works. These are its personnel, the personnel of its clients and the physical assets of which it is the custodian and may also include the public as well. The responsibilities the Department and relevant stakeholders have toward its employees and other people present in the facilities or on the sites are captured further in this specification document. These responsibilities stem from both moral, civil and a variety of legal obligations. The Principal Contractor is to take due cognisance of the above statement.

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

2. SCOPE OF HEALTH AND SAFETY SPECIFICATION DOCUMENT

These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

This health and safety specification in respect of a construction work contract:

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

Note 1: This specification establishes generic requirements to enable the employer and the contractor to satisfy aspects of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) and the Construction Regulations, 2014. The contractor is required to develop, implement and maintain package specific health and safety plans. The employer is required to provide certain package specific information to the contractor or a health and safety specification for the works to enable such plans to be formulated. Accordingly, this generic specification on its own cannot ensure compliance with the requirements of the afore-mentioned Act (See Annexure A).
Note 2: The Construction Regulations, 2014, require an employer to stop any contractor from executing construction work which is not in accordance with the contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons.

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

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

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

3. PURPOSE

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

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

a) Safety considerations affecting the site of the project and its environment.

b) Health and safety aspects of the associated structures and equipment.

c) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and

d) the Principal Contractor's (and his /her contractor) health & safety plan.

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

To inform the Principal Contractor that the Occupational Health and Safety Act, 1993 (Act 85 of 1993) in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 07 February 2014.

CREATING AND MAINTAINING A SAFE AND HEALTHY WORK ENVIRONMENT

General

The contractor shall with respect to the site and the construction work that are contemplated:

1. cause a preliminary hazard identification to be performed by a competent person before commencing any physical construction activity.
2. evaluate the risks associated with the identified hazard to the health and safety of such employees and the steps that need to be taken to comply with the Act; and
3. as far as is reasonably practicable, prevent the exposure of such employees to the hazards concerned or, where prevention is not reasonably practicable, minimize such exposure.

The contractor shall ensure that:

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

Note: The information provided by the designer should outline known or anticipated dangers or hazards relating to the work and make available all information required for the safe execution of the work. It should provide, as relevant, geotechnical information (or refer to reports provided in the site information), the loading the structure is designed to withstand, the methods and sequence of construction.

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

4. DEFINITIONS

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

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

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

Agent – means any person who acts as a representative for a client. The word agent, in some instances, may be used interchangeable with the Construction Health and Safety Agent, the distinguishing factor will be on the role expected to be played by the agent mentioned. For example, all H&S related issues (audits, inspections, and/or reports) are done by the Construction Health and Safety Agent, whilst the accountability of overall project success or portions of the work is done by the Agent i.e. Principal Agent or Project Manager or Engineer.

Client means Department of Public Works

Competent person means a person who-

(a) has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific for that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualifications Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and

(b) Is familiar with the OHS Act, Act 85 of 1993 and with the applicable regulations made under the Act;

Construction Health & Safety Agent (SACPCMP) – The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the client's behalf in terms of the construction regulations. *Pr.CHSA* means a competent person who acts as a representative for a client in terms of regulation (5)5.

Contract Amount" Financial value of the contract at the time of the award of the contract, exclusive of all allowance and any value added tax or sales tax which the law requires the employer to pay to the contractor.

contractor: person or organization that contracts to provide the work covered by the contract
contract manager: person appointed by the employer to administer the contract on his behalf
competent person: any person who:

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

Note: The Regulations stipulate that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act of 2000.those qualifications and training must be regarded as the required qualifications and training.
danger: anything which may cause injury or damage to persons or property
employer: person or organisation that enters into a contract with the contractor for the provision of the work covered by the contract
employer's health and safety agent: the person appointed as agent by the employer in terms of Regulation 4(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters. **This is a Construction Health & Safety Agent (SACPCMP)" –** The person or entity appointed by the client through the Agent and who has a full authority and obligation to act on the client's behalf in terms of the construction regulations.

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

Construction Site means a workplace where construction work is being performed.

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

Construction Vehicle means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work.

Construction work means any work in connection with –

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

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

CR refers to the Construction Regulations 2014.

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

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

Fall Protection Plan means a documented plan, which includes and provides for-

- All risks relating to working from a fall risk position, considering the nature of work undertaken.
- The procedures and methods to be applied to eliminate the risk of falling; and
- A rescue plan and procedures.

H&S – health and safety

hazard: a source of or exposure to danger

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

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

health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

health and safety specification: a site, activity or project specific document pertaining to all health and safety requirements related to construction work which is included in the contractor's contract with the employer, or an order issued in terms of framework agreement

healthy: free from illness or injury attributable to occupational causes

incident: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

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

b) a major incident occurred; or

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

i) a dangerous substance was spilled.

ii)the uncontrolled release of any substance under pressure took place.

iii) machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

inspector: a person designated as such under section 28 the Act

major incident: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace.

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

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

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

reasonably practicable: practicable having regard to:

a) the severity and scope of the hazard or risk concerned.

b) the state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk.

c) the availability and suitability of means to remove or mitigate that hazard or risk; and

d) the cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom.

risk – means the likelihood that harm will occur and the subsequent consequences.

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

safe: free from any hazard

Safety Officer – a person deemed competent by SACPCMP under the relevant category of registration.

scaffold: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

structure:

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

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

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

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

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

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

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

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. *Overall Supervision and Responsibility for OH&S*

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

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

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

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

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

5.12 Required appointments as per the Construction Regulations:

Item	Regulation	Appointment	Responsible Person
1.	3.	Application Construction work permit	Client
2.	5(1)(k)	Principal contractor for each phase or project	Client
3.	5(6)	Construction Health & Safety Agent	Client
4.	7.(1)(c)	Contractor	Principal Contractor
5.	7(3)	Contractor	Contractor
6.	8(1)	Construction manager	Contractor
7.	8(2)	Assistance Construction manager	Contractor
8.	6(1)	Construction supervisor	Contractor
9.	6(2)	Construction supervisor sub-ordinates	Contractor
10.	8(5)	Construction Safety Officer	Contractor

11.	8(8)	Responsible employee	Contractor
12.	9(1)	Person to carry out risk assessment	Contractor
13.	10(1)	Fall protection planner	Contractor
14.	12(1)	Temporal work designer	Contractor
15.	12(2)	Supervisor of temporal work operation	Contractor
16.	13(1)	Excavation supervisor	Contractor
17.	13(2)(k)	Competent person in the use of explosive for excavations	Contractor
18.	14(11)	Explosives expert	Contractor
19.	14(1)	Supervisor demolition work	Contractor
20.	14(2)	Scaffold supervisor	Contractor
21.	16(1)	Suspended platform supervisor	Contractor
22.	18(1)a	Rope access	Contractor
23.	19(8)(a)	Material hoist inspector	Contractor
24.	20(1)	Bulk mixing plant supervisor	Contractor
25.	21(2)	Explosive actuated fastening device inspector	Contractor
26.	21(2)(g)	Explosive actuated fastening device cartridge, nails and studs: issuer & collector	Contractor
27.	23 (1)	Operator: construction vehicle and mobile plant	Contractor
28.	28 (a)	Stacking and storage supervisor	Contractor
29.	29 (h)	Fire equipment inspector	Contractor

5.2 ***Communication, Participation & Consultation***

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

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

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

5.2.4 The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf

and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

6. INTERPRETATION

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

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

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

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

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

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

7. RESPONSIBILITIES

7.1 Client

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

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

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

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

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

- have failed to implement or maintain their health and safety plan.
- have executed construction work which is not in accordance with their health and safety plan; or
- act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

7.2 Principal Contractor

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

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

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

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

e) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.

f) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)

g) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.

h) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.

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

j) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.

k) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

7.3 Contractor / sub-contractor

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

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

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

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

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

The Client will not entertain any claim of any nature whatsoever which arises as a result of costs incurred or delays being experienced due to the Contractor not complying with the requirements of this document and/or any other applicable legislative requirements imposed on the Contractor.
The contractor may only subcontract work in terms of a written subcontract and shall only appoint a subcontractor should he be reasonably satisfied that such a subcontractor has the necessary competencies and resources to safely perform the work falling within the scope of the contract. Such a subcontract shall require that the subcontractor:

- co-operate with the contractor as far as is necessary to enable both the contractor and sub-contractor to comply with the provisions of the Act; and
- as far as is reasonably practicable, promptly provide the contractor with any information which might affect the health and safety of any person at work carrying out work or any person who might be affected by the work of such a person at work or which might justify a review of the health and safety plan.

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

The contractor shall discuss and negotiate with each subcontractor performing construction work the subcontractor's health and safety plan and approve that plan for implementation.
The contractor shall take reasonable steps as are necessary to ensure that:

- potential contractors submitting tenders have made sufficient provision for health and safety measures during the construction process.
- each subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to their performance of work on site.
- all the subcontractor's employees have a valid medical certificate of fitness specific to the construction work which are to be performed which is issued by an occupational health and safety practitioner.
- all sub-contractors co-operate with each other to enable each of those sub-contractors to comply with the requirements of the Act and associated regulations.
- each subcontractor performing construction work has and maintains a health and safety file containing the relevant information described in 4.2.5; and
- each sub-contractor's health and safety plan is implemented and maintained.

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

The contractor shall stop any subcontractor from executing construction work which is not in accordance with the contractor's or subcontractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
The contractor shall ensure that where changes to the works occur, including design changes, sufficient health and safety information and appropriate resources are made available to subcontractor to execute the work safely.
The contractor shall ensure that:

- every subcontractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site.
- potential subcontractors submitting tenders have made provision for the cost of health and safety measures during the construction process; and
- every subcontractor has in place a documented health and safety plan prior to commencing any work on site which falls within the scope of the contract.

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

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

The contractor shall reasonably satisfy himself that all employees of subcontractors are informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment.

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

- informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- issued with proof of health and safety induction training issued by a competent person and carry proof such induction when working on site.

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

7.4 Construction supervisors

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

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

7.5 Competent persons

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

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

The contractor shall appoint in writing competent persons to:

- induct employees in health and safety; and

- prepare and update as necessary a fall protection plan and to provide the construction manager with a copy of the latest version of such plan.

Appointment of a Fulltime/ Part-time Safety Officer

The Principal Contractors will have to appoint a competent Construction H&S Officer as per the following criteria.

i. *Number of employees onsite between 30 but below 50 – Part Time Safety Officer shall be appointed and will be onsite at least 2 days a week.*
ii. *Number of employees above 50 – Fulltime Safety Officer should be appointed.*
iii. *Should the project require a Construction Work Permit – a Fulltime Safety Officer should be appointed.*

Further to the above criteria, should the Client or its Representative having considered the risks present and lack of compliance to the Occupational Health and Safety Act, Act 85 of 1993 and its applicable Regulations the Client or its Representative may issue an instruction that a Part/ Full-Time Construction Health and Safety Officer must be appointed, such a requirement will have to be met. Taking the Risk associated with this project into consideration it is deemed that a full-time Safety Officer needs to be always appointed and be present on site.

7.6 Construction Health & Safety Agent (SACPCMP)

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

Initiation to project close-out.

a) H&S competence*:* In the event that the client is unable to satisfy the requirements of the Construction Regulations for whatever reasons, the construction H&S agent may be appointed to perform these functions on behalf of the client. Given the need to appoint a registered construction H&S agent that is competent and adequately resourced with respect to H&S matters.
b) H&S goals*:* It is important that the construction H&S agents demonstrate clearly to clients how they are going to contribute to the achievement of any client H&S goals and objectives. They should also set their own H&S goals.
c) H&S responsibilities*:* Prior to accepting the H&S agent appointment from clients, H&S agents need to ensure that they brief clients fully on the client's particular responsibilities in terms of the OH&SA of 1993 and Construction Regulations as amended from time to time. In the absence of acceptance by clients of these responsibilities, H&S agents will not be able to adequately meet their own H&S responsibilities and duties.
d) H&S information: H&S agents must provide the designer or design team with all H&S information to enable them to conduct a design HIRA to identify the significant hazards that need to be included in the H&S specification. This information may be gathered from multiple sources such as, for example,

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

e) The employer's health and safety agent shall:

- audit the contractor's compliance with the requirements of this specification prior to the commencement of any physical construction activities on the site.
- accept or reject the contractor's health and safety plans, giving reasons for rejecting such plans.
- monitor the effective implementation of all safety plans.
- conduct periodic and random audits on the health and safety file to establish compliance with the requirements of this specification.
- visit the site at regular intervals to conduct site inspections, and based upon such visits issue, wherever necessary, Improvement Notices, Contravention Notices and Prohibition Notices, to the contractor or any of the contractor's subcontractors with a copy to the contract manager and, where relevant, to the contractor.

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

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

1. **Application for a Construction Work Permit Number** *(as per DoL Chief Inspector, July 2018).*

   A client who intends to have construction work carried out, must at least 30 days before that work is to be carried out **apply to the provincial director in writing for a construction work permit to perform construction work** if the intended construction work starts on or after the 7th of August 2018 and exceeds 365 days; will involve more than 3600 person days of construction work; or the works contract in of a value exceeding thirteen million rand or Construction Industry Development Board (CIDB) grading level 7.

   The application for the Construction Work Permit Number as contemplated above shall be the responsibility of the client depending on the submission of all relevant documentation from the successful tenderer.

   After the Provincial Director of Labour has issued a Construction Work Permit, the Client's or its duly appointed Construction H&S Agent will issue a letter advising the Project Leader and the Principal Agent to arrange the site handover meeting as all legislative requirements would have been complied with including as a copy of the construction permit to work.

2. **Tenderer's responsibility:**

   The tenderer (meeting the above criteria) must ensure that they attach a certified copy of the **SACPCMP** Certificate for a Registered Construction Manager together with their OHSE Plans.

7.6 Responsibilities towards employees and visitors

- The contractor shall as far as is reasonably practicable, cause every employee to be made conversant with the hazards to his health and safety attached to any work which he has to perform, any article or substance which he has to produce, process, use, handle, store or transport and any plant or machinery which he is required or permitted to use, as well as with the precautionary measures which should be taken and observed with respect to those hazards or safe work procedures.
- The contractor shall ensure that all employees under his or her control and the employees of his subcontractors who are performing construction work are:
- informed, instructed and trained by a competent person regarding any hazard and the related work procedures before any work commences, and thereafter at such times as may be determined in the risk assessment; and
- issued with proof of health and safety induction training issued by a competent person and carry proof of such induction when working on site.
- The contractor shall cause a record of training to be kept which indicates the training dates, the names, identity numbers and job description of all those who attended such training and the name, identity number and competence of the person who provided the training.
- The contractor shall not allow or permit any employee to enter the site, unless such person has undergone health and safety induction training pertaining to the hazards prevalent on the site at the time of entry.
- The contractor shall ensure that each visitor to a construction site, save where such visitor only visits the site office and is not in direct contact with the construction work activities:
    a. undergoes health and safety instruction pertaining to the hazards prevalent on the site; an
    b. is provided with the necessary personal protective equipment.
- The contractor shall provide suitable on-site signage to alert workers and visitors to health and safety requirements. Such signage shall include but not be limited to:
    a. unauthorized entrance prohibited.
    b. signage to indicate what personal protective equipment is to be worn; and
    c. activity related signs.
- The contractor shall not permit any person who is or who appears to be under the influence of intoxicating liquor or drugs, to enter or remain at a workplace.

7.8 Design of temporary work

The contractor shall:

a) provide the health and safety agent with the names and contract particulars of the designers involved in the design of temporary works.

b) issue the designers with a copy of the health and safety specification as well as any pertinent information contained in the contract; and

c) provide the health and safety agent with certificates issued by the designer of the temporary works that such works are fit for purpose before such works are used in support construction activities

7.9 Notification of intention to commence construction work

i. The contractor shall on sites where no construction work permit has been issued by the Provincial Director of the Department of Labour notify such director in writing using a form similar to that contained in Annexure 2 of the Construction Regulations issued in terms of the Act before construction work commences and retain proof of such notification in the health and safety file where the work includes:
   a. excavation work.
   b. working at height where there is a risk of falling.
   c. the demolition of a structure.
   d. the use of explosives; or
   e. a single storey dwelling for a client who is going to reside in such dwelling upon completion

ii. The contractor shall ensure that no work commences on an electrical installation which requires a new supply or an increase in electricity supply before the person who supplies or contracts or agrees to supply electricity to that electrical installation has been notified of such work.

iii. The contractor shall ensure that no asbestos.

8. SCOPE OF WORK

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

The project entails the following:

For a period of 12 months, the successful Bidder must perform routine maintenance services, installation of air conditioning units at Chris Hani District Offices across the district. During this time, the Bidder must perform two major services with a six-month interval between them. All necessary service kits and equipment are to be provided by the Bidder.
Upon appointment, the successful Bidder will be required to provide a works programme which will indicate how the works will be executed. No work must be done without prior approval from the DPWI Engineer. Upon completion of works a DPWI Works Inspector will assess the works completed by the Bidder and the Engineer will approve the works done.

The Specification issued herewith and listed in the relevant section are to be read in conjunction with the Bill of Quantity and all items mentioned, together with all ancillary equipment necessary for the correct operation and full compliance with the Standards and codes must be provided, notwithstanding the fact that they may not have been included in detail in these documents.

The bidder shall, at the time of bidding, draw the technical person's attention to any omissions or discrepancy between the specification and the bill of quantity and request from him clarification of details or responsibilities.

If a limited allowance or special conditions are made for the Bid Sum for the supply or erection of any item of the installation, the limit or special conditions shall be defined at the time of bidding.

It is the sole responsibility of the bidder to ensure that all quotations obtained from manufactures

and suppliers are complete in their entirety and must include all equipment and accessories necessary for compliance with current practice and the efficient and proper functioning of the installation.

If any such items of equipment, brackets and accessories, etc., have been omitted from a supplier's quotation, or incidental work is necessary, the bidder must include for all such items and work in the bid.

The maintenance shall be in accordance with the latest edition of the Occupational Health and Safety Act: No. 85 of 1993. All regulations framed therein, shall be carried out to the satisfaction of the technical person.

A bidder shall recommend if there are air-conditioning parts/ components require to be repaired or replaced shall indicate on the maintenance report will produce, no claim shall be processed without a maintenance report.

9. PREPARING A HEALTH & SAFETY PLAN

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

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

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

- project information.
- client requirements for H&S management on the project.

Environmental restrictions and existing on-site risks arrangements, imposed by others or developed by the principal contractor, to control significant site H&S risks; H&S file & project H&S review.

(d) The H&S plan should include the following information:

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

(e) The H&S plan should also include information on:

- the provision and maintenance of a hazardous chemicals register safety data sheets and hazardous chemicals storage.

- the safe use and storage of plant.
- the development of a construction project traffic management plan.
- obtaining and providing essential services information – electrical, gas, telecom, water and similar services.
- workplace security and public safety; and
- ensuring workers have appropriate licences and training to undertake the construction work.

(f) The H&S plan must contain:

- a general description of the type of work activities involved in the project and not just a description of the facility to be constructed.
- the project program or schedule details, including start and finish dates, showing principal activities.
- details of client, design team, principal contractor, subcontractors, and major suppliers; and
- extent and location of relevant existing records, surveys, site investigation and geotechnical reports, 'as-built' plans, H&S files.

10. HEALTH AND SAFETY FILE

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

b) The principal contractor is responsible for producing an H&S file. It contains important project H&S information for use by the owner of the completed structure after construction has been completed. It is essential that the process of compiling the file commences as early as possible to ensure sufficient time to gather the required information.

c) The Principal Contractor must, in terms of Construction Regulation 7(7), always keep a Health & Safety File on site that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Principal Contractor and the agreements between the parties and details of work being done. A more detailed list of documents and other legal requirements that must be kept in the Health & Safety File.

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

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

f) The contractor shall establish and maintain on site a health and safety file which contains copies, as relevant of:

the following documents which shall be placed in the file prior to commencing with physical construction activities:

- copy of the contraction work permit issued in terms of the Construction Regulations 2014.
- the contractor's health and safety policy, signed by the chief executive officer, which outlines the contractor's objectives and how they will be achieved and implemented by the contractor.

- copies of all risk assessments that were conducted.
- the notification made to the Provincial Director of Labour, and if relevant, the notification of the person who supplies or contracts or agrees to supply electricity to that electrical installation.
- the letters of appointment, as relevant, together with a brief curricula vita (CV) of:
  - the construction manager and any assistant construction managers.
  - the construction health and safety manager
  - the construction health and safety officer
  - the risk assessor who is tasked to perform the risk assessments; and
  - the registered person responsible for the electrical installation covered by the Electrical Installations Regulations.
  - the authorised persons responsible for gas appliances, gas system gas reticulation system covered by the Pressure Equipment Regulations.

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

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

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

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

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

l) the contractor's health and safety plan.

m) the emergency procedures.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

gg) proof of the following where suspended platforms are used:

- a certificate of system design issued by a professional engineer, professional certificated engineer or a professional engineering technologist.
- proof of competency of erectors, operators and inspectors.
- proof of compliance of operational design calculations with requirements of the system design certificate.
- proof of performance test results.
- sketches indicating the completed system with the operational loading capacity of the platform.
- procedures for and records of inspections having been carried out.
- procedures for and records of maintenance work having been carried out.
- proof that the prescribed documentation has been forwarded to the provincial director.

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

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

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

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

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

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

a. details of all incidents together with the Contractor's investigative report on such incident.

b. the record of inspections carried out by the designers of structures to ensure compliance with designs; and

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

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

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

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

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

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

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

The Principal Contractor is required to develop Risk Assessments, Standard Working Procedures (SWP) and Method Statements for each activity executed in the contract or project.

The identification of hazards is over and above the hazards identification programme and those hazards identified during the drafting of the Health and Safety Plan.

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

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

a) A representative of the Principal Contractor and the relevant Health and Safety Representative(s) (SHE-Reps) must accompany the Client and/or its Agent on its behalf on

all Audits and Inspections and may conduct their own audit/inspection at the same time. Each party will, however, take responsibility for the results of his/her own audit/inspection results. The Client and/or its Agent on its behalf may require to be handed a copy of the minutes of the previous Health and Safety Committee meeting reflecting possible recommendations made by that committee to the Employer for reference purposes.

11.1.2 Health & Safety incident/accident reporting & investigations

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

   OR where:

a major incident occurred

   i. the health or safety of any person was endangered
   ii. where a dangerous substance was spilled
   iii. the uncontrolled release of any substance under pressure took place
   iv. machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
   v. Machinery ran out of control, to the Provincial Director of the Department of Labour within seven days and at the same time to the Client and/or its Agent on its behalf.

b) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with copies of all statutory reports required in terms of the Act and the Regulations.

c) The Principal Contractor is required to provide the Client and/or its Agent on its behalf with a monthly “SHE Risk Management Report”.

d) The Principal Contractor is required to provide a.s.a.p. the Client and/or its Agent on its behalf with copies of all internal and external accident/incident investigation reports.
   The Principal Contractor is responsible to oversee the investigation of all accidents/incidents where employees and non-employees were injured to the extent that he/she/they had to receive first aid or be referred for medical treatment by a doctor, hospital or clinic. (General Administrative Regulation 9)

e) The results of the investigation to be entered into the Accident/Incident Register listed above. (General Administrative Regulation 9)

f) The Principal Contractor is responsible for the investigation of all non-injury incidents as described in Section 24 (1) (b) & (c) of the Act and keeping a record of the results of such investigations including the steps taken to prevent similar incidents in future.

g) The Principal Contractor is responsible for the investigation of all accidents relating to the construction site and keeping a record of the results of such investigations including the steps taken to prevent similar accidents in future.

h) Notwithstanding the requirements of Section 24 of the Act, ALL incidents shall be investigated and reported on in writing, irrespective of whether such incident gave rise to injury or damage.

- Determine the underlying H&S deficiencies and other contributory factors
- Identification of corrective/preventative actions and continual improvement
- Communicating the outcome/results and documenting the events of the investigation.

Reporting of Near-Misses

- Department of Public Works views the reporting of near misses as a critical component in creating a positive health and safety awareness culture on site.
- Department of Public Works retains the right to enforce the reporting of near misses within 24 hours of occurrence.

12. Review

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

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

12.1 Site Rules and other Restrictions

a) Site OH&S Rules

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

b) Security Arrangements

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

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

12.1.1 Appointment of Health & Safety Representatives

a) H&S Representatives ('SHE – Reps')

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

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

12.1.2 Duties and Functions of the H&S Representatives

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

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

The report must be consolidated and submitted to the Health & Safety Committee.

H&S Representatives must form part of the incident/accident investigating team.

The contractor shall provide the health and safety representatives with the necessary assistance, facilities and training to carry out the functions established above.

12.1.3 Establishment of H&S Committee(s)

- The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with several Employers Representatives appointed as per Section 19(3) that are not allowed to exceed the number of H&S Representatives on the committee.
- The persons nominated by the employer on a H&S Committee must be designated in writing for such period as may be determined by him. The H&S Committee shall co-opt advisory (temporary) members and determine the procedures of the meetings including the chairmanship.

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

12.1.4 Training & Awareness

The contents and syllabi of all training required by the Act and Regulations including any other related or relevant training as required must be included in the Principal Contractor's Health and Safety Plan and Health and Safety File.

a) Training & Induction

All employees performing work or task on site that potentially impact on H&S must be competent & have the necessary appropriate education, training & experience.

All the training must be closely aligned with the risk profile of the project; procedures must be put in place to ensure that all workers are aware of the consequences of their work activities & benefits of improved H&S performance.

All employees of the principal and other Contractors must be in possession of proof of General Induction training

b) *Site Specific Induction Training*

All employees of the principal and other Contractors must be in possession of Site-Specific Occupational Health and Safety Induction or other qualifying training.

c) Other Training

All operators, drivers and users of construction vehicles, mobile plant and other equipment must be in possession of valid proof of training.

d) Copy of the Act

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

13. PROJECT/SITE SPECIFIC REQUIREMENTS

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

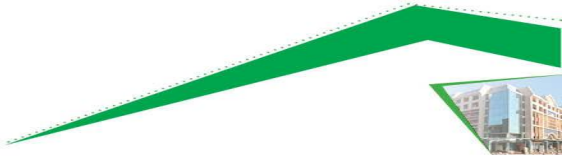
a) Clearing & grabbling the area/site
b) Site establishment
c) Dealing with existing structures
d) Location of existing services
e) Boundary & Access control/Public liability exposures
f) Protection against heat exhaustion, dehydration, wet & cold conditions
g) Dealing with HIV & aids other related diseases
h) Use of portable electrical & explosive tools
i) Any Excavation work

j) Any welding work
k) Loading & offloading of trucks
l) Driving & operations of Construction vehicles & mobile plant
m) Temporal works and
n) Construction work as defined in the construction regulation 20

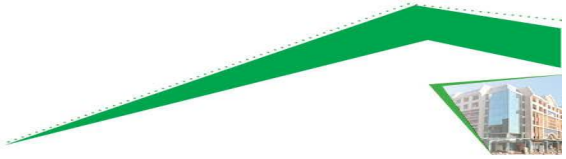
14. OUTLINED DATA, REFERENCES AND INFORMATION ON CERTAIN AND/OR SPECIFIC OBLIGATORY REQUIREMENTS TO ENSURE COMPLIANCE

Administrative & Legal Requirements

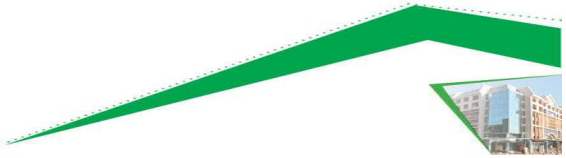
(a) **OHS Act Section/** (b) **Regulation**	**b) Subject**	***(1) Requirements***
Construction. Regulation	**Notice of carrying out Construction work**	• Department of Labour notified • Copy of Notice available on Site
General Admin. Regulation 4	**Copy of OH&S Act (Act 85 of 1993)**	• Updated copy of Act & Regulations on site. • Readily available for perusal by employees.
COID Act Section 80	**Registration with Compensation Insurer.**	• Written proof of registration/Letter of good standing available on Site
Construction. Regulation 4 & 5(1)	**H&S Specification & Programme**	• H&S Spec received from Client and/or its Agent on its behalf • OH&S programme developed & updated regularly
Section 8(2)(d) Construction. Regulation 7	**Hazard Identification & Risk Assessment**	• Hazard Identification carried out/Recorded • Risk Assessment and – Plan drawn up/Updated • RA Plan available on Site • Employees/Sub-Contractors informed/trained
Section 16(2)	**Assigned duties (Managers)**	• Responsibility of complying with the OH&S Act assigned to another person/s by CEO.
Construction. Regulation 6(1)	**Designation of Person Responsible on Site**	• Competent person appointed in writing as • Construction Supervisor with job description
Construction. Regulation 6(2)	**Designation of Assistant for above**	• Competent person appointed in writing as • Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	**Designation of Health & Safety Representatives**	• More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. • Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7



		• Meaningful H&S Rep. reports. • Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	**Health & Safety Committee/s**	• H&S Committee/s established. • All H&S Reps shall be members of H&S Committees • Additional members are appointed in writing. • Meetings held monthly; Minutes kept. • Actioned by Management.
Section 37(1) & (2)	**Agreement with Mandatories/ (Sub-)Contractors**	• Written agreement with (Sub-)Contractors • List of Subcontractors displayed. • Proof of Registration with Compensation Insurer/Letter of Good Standing • Construction Supervisor designated • Written arrangements re. • H&S Reps & H&S Committee • Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	**Reporting of Incidents (Dept. of Labour)**	• Incident Reporting Procedure displayed. • All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1) (WCL 1 or 2) and to the Client and/or its Agent on its behalf • Cases of Occupational Disease Reported • Copies of Reports available on Site • Record of First Aid injuries kept
General Admin. Regulation 9	**Investigation and Recording of Incidents**	• All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. • Copies of Reports (Annexure 1) available on Site • Tabled at H&S Committee meeting • Action taken by Site Management.
Construction. Regulation 8	**Fall Prevention & Protection**	• Competent person appointed to draw up the Fall Protection Plan • Proof of appointees' competence available on Site • Risk Assessment carried out for work at heights • Fall Protection Plan drawn up/updated • Available on Site
Construction. Regulation Driven Machinery Regulations 18 & 19	**Cranes & Lifting Machines Equipment**	• Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment • Written Proof of Competence of above appointee available on Site. • Cranes & Lifting tackle identified/numbered



		• Register kept for Lifting Tackle • Logbook kept for each individual Crane • Inspection: - All cranes - **daily by operator** - Tower Crane/s - **after erection/6monthly** - Other cranes - **annually by comp. person** • - Lifting tackle (slings/ropes/chain slings etc.) - daily or before every new application
General Safety Regulation 8(1)(a)	**Designation of Stacking & Storage Supervisor**.	• Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage • Written Proof of Competence of above appointee available on Site
Construction. Regulation Environmental Regulation 9	**Designation of a Person to Co-ordinate Emergency Planning and Fire Protection**	• Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures • Emergency Evacuation Plan developed: • Drilled/Practiced • Plan & Records of Drills/Practices available on Site • Fire Risk Assessment carried out • All Fire Extinguishing Equipment identified and on ***register***. • Inspected weekly. Inspection Register kept • Serviced annually
General Safety Regulation 3	**First Aid**	• Every workplace provided with enough First Aid boxes. (Required where 5 persons or more are employed) • First Aid freely available • Equipment as per the list in the OH&S Act. • One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) • List of First Aid Officials and Certificates • Name of person/s in charge of First Aid box/es displayed. • Location of First Aid box/es clearly indicated. • Signs instructing employees to report all • Injuries/illness including first aid injuries
General Safety Regulation 2	**Personal Safety Equipment (PSE)**	• PSE Risk Assessment carried out • Items of PSE prescribed/use enforced • Records of Issue kept • Undertaking by Employee to use/wear PSE • PSE remain property of Employer, not to be removed from premises GSR 2(4)
General Safety Regulation 9	**Inspection & Use of Welding/Flame**	• Competent Person/s with specific knowledge and experience designated to



	Cutting Equipment	Inspect Electric Arc, Gas Welding and Flame Cutting Equipment • Written Proof of Competence of above appointee available on Site • All new vessels checked for leaks; leaking vessels NOT taken into stock but returned to supplier immediately • Equipment identified/numbered and entered into a register • Equipment inspected weekly. Inspection Register kept • Separate, purpose made storage available for full and empty vessels
General Safety Regulation 13A	**Inspection of Ladders**	• Competent person appointed in writing to inspect Ladders • Ladders inspected at arrival on site and weekly thereafter. Inspections register kept • Application of the types of ladders (wooden, aluminium etc.) regulated by training and inspections and noted in register
General Safety regulation 13B	**Ramps**	• Competent person appointed in writing to supervise the erection & inspection of Ramps. Inspection register kept. • Daily inspected and noted in register

15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

i. General

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

ii. Personal protective equipment and clothing

The contractor shall ensure that:

- all workers are issued with the necessary personal protective clothing.
- all workers are always identifiable by having the company for which they work for printed on the back or front of their overalls; and
- clear procedures are in place for the replacement of lost, stolen, worn or damage personal protective clothing.

iii. Competent persons

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

- formwork and support work operations.
- excavation work.
- demolition work.
- scaffolding work operations.
- suspended platform work operations.
- material hoists.
- bulk mixing plants.
- temporary electrical installations.

- the stacking and storage of articles on the site; and
- fire equipment.

The contractor shall appoint in writing competent persons to:

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

16. THE PRINCIPAL CONTRACTOR'S SPECIFIC DUTIES

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

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

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

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

This list must not be taken to be exclusive or exhaustive! All the above requirements will be read in conjunction with the relevant regulations and health and safety standards as required by the Act. All documents and records required by the Construction Regulations will be kept in the Health and Safety File and will be made available at any time when required by the client or his representative, or on request to an interested party.

18. GENERAL NOTES TO THE PRINCIPAL CONTRACTOR

i. Legal Framework

Part of legal obligations

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

a. The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"

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

ii. General requirements

The contractor shall:

a) create and maintain as reasonably practicable a safe and healthy work environment,
b) execute the work in a manner that complies with all the requirements of the Act and all its associated regulations, and in so doing, minimize the risk of incidents occurring.
c) conspicuously display any site-specific number assigned to the construction site in terms of the Construction Regulations 2014 at the main entrance to the site; and
d) respond to the notices issued by the employer's health and safety agent as follows:

- Improvement Notice: improve health and safety performance over time so that repeat notices are not issued.
- Contravention Notice: rectify contravention as soon as possible.

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

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

19. HOUSE KEEPING

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

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

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

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

FACILITIES

The site establishment plan shall make provision for:

a) Dining room facilities

The contractor shall make provision for adequate dining room facilities for his employees on site.

b) Change rooms

The contractor shall make provision for adequate change rooms for his employees on site.

c) Ablution facilities

The contractor shall make a provision for adequate ablution facilities for his employees on site.

These facilities shall be maintained by the contractor.

d) Smoking Areas

Designated smoking areas shall be established by Department of Public Works $ Infrastructure

Drinking Water Facilities

The provision of drinking water facilities shall be negotiated between the Contractor and Department of Public Works $ Infrastructure.

e) Equipment Compliance Certificates

Before equipment is brought on site valid certificates of compliance issued by a competent person shall be presented. The equipment includes but shall not be limited to:

i. lifting equipment and lifting tackle
ii. power driven machinery
iii. electrical equipment
iv. testing and monitoring equipment

f) Barricading

All barricading shall be of the rigid type unless the use of non-rigid barricading has been approved in writing by the Department of Public Works and Infrastructure Project Manager. The contractors' barricading standard shall be included in the Health and Safety Plan.

Where more than one contractor is working on a site, the fixed barricading shall be clearly marked with the company's name, site contact person as well as the contact number/s.

g) Erection of Structures for Logistic Support

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

h) Salvage Yard Management

Depending on the site-specific arrangements and procedures, the Department of Public Works and Infrastructure may provide the salvage yard and the resources to manage it.

The salvage yard management shall conform to safety, health and environmental requirements. The contractors are required to move the equipment from the place of work to the salvage yard.

i) Fall Arrest and Prevention Equipment

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

j) Hazardous Chemical Substances Waste Removal

The Department of Public Works and Infrastructure shall provide a facility to collect all hazardous chemicals waste material.

The contractor shall provide adequately marked and sealable containers for transport
The hazardous chemical waste from the source to the approved Department of Public
Works disposal point.

k) Personal Protective Equipment (PPE)

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

20. LOCKOUT SYSTEMS

A system of control shall be established in order that no unauthorized person can energize a circuit, open a valve, or activate a machine on which people are working or doing maintenance, even if

equipment, plant or machinery is out of commission for any period, thus eliminating injuries and damage to people and equipment as far as is reasonably practicable.

Physical/mechanical lock-out systems shall be part of the safety system and included in training. Lockouts shall be tagged, and the system tested before commencing with any work or repairs.

21. IMPORTANT LISTS AND RECORDS TO BE KEPT

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

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

a) Contractor Risk Assessment Process

The risk assessment process shall include:

1) an evaluation of the method of the work to be conducted
2) the method statement on the procedure to be followed in performing the task shall be developed
3) the risk assessment will also include activities like:
    i. Transportation of passengers and goods to and from site
    ii. Site establishment
    iii. Physical and mental capabilities of employees
    iv. Others as may be specified.
4) the hazards as listed in the paragraph – Site Specific Health and Safety Hazards
5) a review plan for risk assessments shall provide for:
    i. the quarterly review of all applicable risk assessments
    ii. the review of an assessment if there is reason to believe that the previous assessment is no longer valid, or there has been a change in a process, work methods, equipment or procedures and working conditions
    iii. Risk assessment/s to be reviewed if the outcome of incident investigations and audits etc. requires such action.

A pre - task risk assessment shall be conducted in writing on every task and be facilitated by the team leader. All risk assessments and pre-task risk assessments shall be filed and be available on site.

b) Risk Profile

All contractors shall submit a risk profile of the work to be conducted with their Health and Safety Plan.

c) Risk Based Inspection Program

The inspection programme shall be risk based. The inspection plan shall form part of the Health and Safety Plan.

22. MEASUREMENT AND PAYMENT

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

23. NON-CONFORMANCES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or non-compliance with the Clients or PCs H&S Plan; neither the PC nor any other Contractor shall have a claim for extension of time or any other compensation.

Minor: **Penalty: R50/count**	**Medium:** **Penalty: R500/count and a non-conformance**	**Severe** **Penalty: R5000/count, a non-conformance and/or activity stoppage**
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Noncompletion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate, approved H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Non-compliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Any serious breach of legal requirements
	No certificates of fitness for workers as required	
	Working without approved method statements	

4.8 Failure to Comply with Provisions

Failure or refusal on the part of the PC or their Contractors to take the necessary steps to ensure the safety of workers and the public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

(i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the H&S Specification.

(ii) In addition, a time-related penalty of R500,00 per hour over and above the fixed penalty may be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Client's representative. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

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

24. INSPECTIONS, FORMAL ENQUIRES AND INCIDENTS

1. The contractor shall inform the relevant safety representative:
   i. beforehand of inspections, investigations or formal inquiries of which he has been notified by an inspector; and
   ii. as soon as reasonably practicable of the occurrence of an incident on the site.
2. The contractor shall record all incidents and notify the employer's health and safety agent of any incident, except in the case of a traffic accident on a public road, as soon as possible after it has occurred and report such incidence to an inspector of the department of labour and notify the Provincial Director of the Department of Labour of such incident within 7 days on the prescribed form.
3. The contractor shall investigate all incidents and issue the employer's health and safety agent with copies of such investigations.
4. The contractor shall in the event of an incident in which a person dies, or is injured to such an extent that he is likely to die, or suffered the loss of a limb or part of a limb:
   i. notify the Provincial Director of the Department of Labour of such incident by telephone, facsimile or similar means of communication.
   ii. ensure that no person disturbs the site at which the incident occurred or remove any article or substance involved in the incident therefrom, without the consent of an inspector, unless an action is necessary to prevent a further incident, to remove the injured or dead, or to rescue persons from danger.
   iii. and provide the Provincial Director of the Department of Labour with a report which includes the measures that the contractor or his subcontractor intends to implement to ensure a safe site as reasonably practicable.
5. The contractor shall notify the Provincial Director of the Department of Labour of the death of any person which results from injuries sustained in an incident.

25. EMERGENCY PROCEDURES

The contractor shall submit for acceptance to the employer's health and safety agent an emergency procedure which include but are not limited to fire, spills, accidents to employees, exposure to hazardous substances, which:

- identifies the key personnel who are to be notified of any emergency.
- sets out details including contact particulars of available emergency services; and
- the actions or steps which are to be taken during an emergency.

The contractor shall within 24 hours of an emergency taking place notify the employer's health and safety agent in writing of the emergency and briefly outline what happened and how it was dealt with.

IMPORTANT CONTACT DETIALS

(FOR HEALTH & SAFETY ASPECTS ONLY)

The contractor is to add all the important contact information about essentials services, support and assistance.

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

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

PART C1.3: DISPUTE RESOLUTION MECHANISM

C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the . . . . day of . . . . between:. . . . . .
. . . . . (name of company / organization) of . . . . . .
. . . . . (address)
and. . . . . (name of company / organization) of . . . . . .
. . . . . .
. . . . . (address) (the Parties) and. . . . . .
. . . . . (name) of . . . . . .
. . . . . (address) (the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated . . . . and known as. . . . . .. and these disputes or differences shall be/have been* referred to adjudication in accordance with the CIDB Adjudication Procedure, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

* Delete as necessary

IT IS NOW AGREED as follows:

1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.

2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.

3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.

4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: _____	SIGNED by: _____	SIGNED by: _____
Name:	Name:	Name:
who warrants that he / she is duly authorized to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorized to sign for and behalf of the second Party in the presence of	the Adjudicator in the presence of
Witness _____	Witness: _____	Witness: _____
Name: _____	Name _____	Name: _____
Address:	Address:	Address:
Date: _____	Date: _____	Date: _____

Contract Data

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

PART C2: PRICING DATA

C2.1 Pricing Instructions
C2.2 Pricing Schedule

C2.1 Pricing Instructions

Pricing Instructions refer to the criteria as set out below, read together with all Parts of the contract document, which will be deemed in the contract that the Tenderer has considered when developing his prices.

The bid is the **TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS**

1. The Contract Data, Service information, drawings and any other documents relevant to this tender must be read in conjunction with the Activity Schedule as detailed in the scope of works.
2. The Contractor must plan the work in this contract as a set of activities. These should be the same activities as he shows on his programme.
3. This schedule covers the items that will be measurable. A lump sum price for each activity shall be entered, and no other items will be measured. Costs not covered by the items may be included in the most appropriate items listed.
4. The pricing schedule as completed by the Contractor shall be VAT exclusive prices and shall cover, “inter alia” all general risks, liabilities, obligations, profit, expenses, costs, bonuses, all allowances such as shift and standby allowances, sick-leave, other leave, brackets, fixings, incidentals, consumables etc. that will be required to successfully complete this contract as set forth or as implied in the documents on which this Contract is based.
5. The Contractor is to take note that payment is made for each activity only when it is complete. “Complete” as it is used in this schedule means the complete system or unit as specified in this document.
6. Unless a separate rate for the supply and for the maintenance of any item is specifically called for, the supply and maintenance costs of any item shall be fully included in the price.
7. The description of each item shall, unless otherwise stated herein, be held to include making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works, return of packaging, establishment charges, profit and all other obligations arising out of the contractual conditions.
8. The quantities and rates included for day work shall form part of the tender price, but Contractor shall note that this item must be regarded as provisional and will only be payable to the Contractor when a written order to this effect has been issued.
9. “Foreign” shall mean the CIF (Cost, Insurance and Freight) value.
10. No alterations to the original text shall be allowed. If any alterations are made, it shall be ignored and the original wording will apply.
11. Variations in the scope and extent of the work shall be allowed to meet the Departmental Representative requirements and shall be measured and priced at the rates entered in the Activity Schedule, where appropriate, and shall form an addition to or deduction from the total of the Accepted Contract Amount.
12. Any items or variations for which rates have not been included in the Activity Schedule shall be agreed and priced as non-scheduled items.
13. All provisional sums and contingency amounts shall be expended as directed by the Departmental representative and any balance remaining shall be deducted from the contract sum.

14. All items described as “provisional” shall be measured as executed and paid for according to prices in the Activity Schedule and any amounts not spent shall be deducted from the contract price. No work for which “provisional” items are provided shall, be commenced without written instructions from the Departmental representative.
15. No commitment to expending any portion of the contingency amounts and/or provisional sums is made or implied by the Employer.
16. The Contractor shall not be entitled to any claim in instances where provisional sums are partially or in total removed from the contract.

C2.2 PRICING SCHEDULE

TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS

The proposal from the service provider shall be deemed to be full compensation for the work as specified. The offer includes, the health and safety plan, the supply of all materials, labour, supervision, tools, equipment, services and deliverables necessary to carry out and complete the **TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS**

Further, the offer includes all transport, advertising, accommodation, safety, security, quality control, overheads, profit, risks, printing and escalation and incidental costs incurred for the successful completion of the work.

C.2.3 PRICE LIST (BOQ)

1. The Tenderer is advised to read and understand all aspects and documentation associated with this Enquiry BEFORE inserting his Prices and or Rates and or Amounts.

2. The bill of quantities provides the basis of all valuations of the work, and general progress monitoring.

3. The amount due at each application for payment is based as measured in terms of the bill of quantities. The Contractor provides all necessary information which is required to determine amounts due at each application for payment relative to the completed works.

4. The total of the prices includes for all direct and indirect costs, overheads, profits, on costs, risks, liabilities, obligations, etc. relative to the contract.

5. All values are total values prior to any retention and exclude VAT.

6. Tenderer to check and take responsibility for all descriptions, formulae and structure of this file. The contractor's prices for all items throughout this document must take account of and include for all obligations, requirements and specifications given in the said works information/scope of work
7. The contractor's prices for all items throughout this document must take account of and include for all obligations, requirements and specifications given in the said works information/scope of work

GUIDANCE BEFORE PRICING AND MEASURING

The NEC's approach to the Preliminary & General (P&G) section of the bill of quantities assumes use will be made of method related charges for project applied to providing the works based on durations shown in the Accepted Programme. Fixed charges for the use of Equipment that are required throughout the construction phase, time related charges for people working in a managerial and supervisory capacity for the period required, and lump sum charges for other facilities or services not directly related to performing work items typically included in other parts of the bill of quantities.

Project Title	TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.
Tender no.	CHR5-26/27-0033

Bill 1: Preliminaries and General

ITEM	Description	Unit	Qty	Rate	Amount
1.1	**Contractual requirements**				
1.1.1	Contractual Obligations	Item	1		
1.1.2	Appoint DAIKIN/LG/similar/better/equivalent agent to conduct diagnostic assessment	Item	1		
1.1.3	PPE as per DPWI Standards	Month	12		
1.1.4	**TIME RELATED ITEMS**				
1.2	**Facilities for Contractor for the duration of contract**	Month	12		
1.2.1	(a) Offices and storage	Month	12		
1.3	(b) Health and Safety Requirements (Safety File etc.)	Month	12		
	Bill No. 1 Carried to Final Summary				

Project Title	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**				
Tender no.	**CHR5-26/27-0033**				
Bill 2: HVAC MAINTENANCE					
2.1	**DEPARTMENT OF PUBLIC WORKS (QUEENSTOWN)**				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.1.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill, when necessary, inspect electrical components and ensure the system is operating efficiently.	No	87		
2.2	**DEPARTMENT OF DEDEAT**				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.2.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently.	No	37		
2.3	**DEPARTMENT OF COGTA & DOH (LSA)**				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.3.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently.	No	**36**		
2.4	**DEPARTMENT OF AGRICULTURE (NEW)**				
UNIT	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.4.1	Carry out routine maintenance, detect leaks, inspect electrical components and ensure the system is operating efficiently.	No	40		
2.5	**DEPARTMENT OF AGRICULTURE (OLD)**				
2.5.1	Carry out routine maintenance, detect leaks, inspect electrical components and ensure the system is operating efficiently.	No	30		
2.6	**DEPARTMENT OF SPORT ARTS AND CULTURE (BATANDWA NDONDO)**				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT

2.6.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently.	No	70		
2.7	**DEPARTMENT OF HUMAN SETTLEMENT**				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.7.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently.	No	30		
2.8	**DEPARTMENT OF CONFERENCE CENTRE AND CANTEEN**				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.8.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently.	No	5		
2.9	**DEPARTMENT OF AGRICULTURE (WHITTLESEA)**				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.9.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently.	No	7		
2.10	**DEPARTMENT OF PUBLIC WORKS (WHITTLESEA DEPOT)**				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.10.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently.	No	6		
2.11	**DEPARTMENT OF HEALTH (LADY FRERE)**				
ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2.11.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently.	No	07		
2.12	**DEPARTMENT OF AGRICULTURE (LADY FRERE)**				

ITEM	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
2.12.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently.	No	08		
2.13	**DEPARTMEMT OF EDUCATION (LADY FRERE)**				
ITEM	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
2.13.1	Carry out routine maintenance, detect necessary, inspect electrical components leaks, check refrigerant level and top up/refill when and ensure the system is operating efficiently.	No	91		
2.14	**DEPARTMENT OF AGRICULTURE (CALA)**				
ITEM	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
2.14.1	Carry out routine maintenance, detect necessary, inspect electrical components leaks, check refrigerant level and top up/refill when and ensure the system is operating efficiently.	No	08		
2.15	**DEPARTMENT OF EDUCATION (CALA)**				
ITEM	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
2.15.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently	No	10		
2.16	**DEPARTMENT OF PUBLIC WORKS (CALA DEPOT)**				
ITEM	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
2.16.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently	No	3		
2.17	**DEPARTMENT OF AGRICULTURE (ENGCOBO)**				
ITEM	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
2.17.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently	No	10		
2.18	**DEPARTMENT OF TRANSPORT(ENGCOBO)**				
ITEM	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
2.18.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently	No	4		

2.19	DEPARTMENT OF PUBLIC WORKS (QUEENSTOWN DEPOT)				
ITEM	DISCRIPTION	UNIT	QTY	RATE	AMOUNT
2.19.1	Carry out routine maintenance, detect leaks, check refrigerant level and top up/refill when necessary, inspect electrical components and ensure the system is operating efficiently	No	12		
	Bill No. 2 Carried forward to Final Summary				

Project Title	**MAINTENANCE OF AIR CONDITIONING IN CHRIS HANI DISTRICT SERVICES FOR A PERIOD OF TWO (2) YEARS.**
Tender no.	**CHR5-26/27-0033**

Bill 3: ROUTINE MAINTENANCE OF VRV SYSTEMS

ITEM	DESCRIPTION	Unit	QTY	RATE	AMOUNT
	SERVICING OF VRV SYSTEM				
3.1	**DEPARTMENT OF EDUCATION/ DSRAC (QUEENSTOWN)**				
3.1.1	Carry out routine maintenance on DAIKIN VRV 3 system, check refrigerant level and top up/refill when necessary	No	14		
3.2	**DEPARTMENT OF AGRICULTURE (QUEENSTOWN)**				
3.2.1	Carry out routine maintenance on DAIKIN VRV 3 system, check refrigerant level and top up/refill when necessary	No	9		
3.3	**DEPARTMENT OF EDUCATION (LADY FRERE)**				
	Carry out routine maintenance on DAIKIN VRV 3 system, check refrigerant level and top up/refill when necessary	No	14		
	Bill No. 3 Carried to Final Summary				

Project Title	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**
Tender no.	**CHR5-26/27-0033**

Bill 4: REPLACEMENT OF OBSOLETE UNITS

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	AIR CONDITIONING UNITS AND OTHER COMPONENTS Supply, install and commission air conditioning units. All the air conditioners must be connected to breakers on Distribution Boards, and each air conditioner must have its own isolator				
4.1	**Department of Human Settlements**				
4.1.1	Midwall mounted split units inverter AC 9000BTU	No	2		
4.1.2	Midwall mounted split units inverter AC 12000BTU	No	3		
4.2	**Economic Development, Environmental Affairs and Tourism**				
4.2.1	Ceiling mounted cassette unit inverter AC 32000BTU	No	1		
4.3	**Cooperative Governance and Traditional Affairs**				
4.3.1	Ceiling mounted cassette unit inverter AC 24000BTU	No	3		

Project Title	**TERM CONTRACT FOR SERVICING, REPAIRS AND REPLACEMENT OF AIR CONDITIONING IN CHRIS HANI DISTRICT FOR A PERIOD OF 12 MONTHS.**	
Tender no.	**CHR5-26/27-0033**	
SUMMARY		
ITEM	**DESCRIPTION**	**AMOUNT (R)**
Bill No. 1	PRELIMINARIES AND GENERAL	R……..
Bill No. 2	HVAC MAINTENANCE	R……..
Bill No. 3	RUOTINE MAINTENANCE OF VRV SYSTEM	R……..
Bill No. 4	REPLACEMENT OF OBSOLETE UNITS	R……..
	SUB TOTAL 1	R……..
	ADD VAT@15% (IF APPLICABLE)	R……..
	TOTAL TENDER PRICE (carried over to form of offer and acceptance on page 35)	**R……..**

PART C3: SCOPE OF WORKS

The scope of works subject to mutual agreement between DPW&I and the Contractor, The number of staff allocated to the contract may be increased/decreased to cater for special needs that may arise from time to time. Labour rates shall include all personnel insurance, holidays with pay, incentive bonuses.
All rates to exclude VAT

PART C3: SERVICE INFORMATION

The works covers the routine maintenance and repairs of all split and cassette units in the buildings, for a period of 12 months. The contractor will be responsible for assessment, re-gassing, testing, servicing and supply of maintenance related documents. The works also requires a service provider to have qualified personnel on standby to carry out “as and when” required repairs as per the instruction given by the Department of Public Works and Infrastructure Project Manager/Leader. The service provider shall comply with all the requirements of the Occupational Health and Safety Act (Act 85 of 1993). **The service provider’s technical personnel shall commit to good response time in event of breakdowns.**

Extent of the Works

The extent of the works shall be as follows:

Installation of air conditioning units

All prospective tenderers are to note that installation of air-conditioning equipment must conform to the standards. All damages whether by fault of the lift or while installing or removing the air conditioning unit will be the responsibility of the successful tenderer to make good to match existing trades. The contractor shall undertake the new installation of air conditioning services. The installation work shall be executed in accordance with all the relevant codes of practice, statutory regulations, standards, regulations, municipal by-laws and manufacturer’s specifications and code of practice of Air Conditioning Schedule and re-active Maintenance and new installation of HVAC System. The contractor shall supply and install new air conditioning unit that needs to be replaced and remove the old one. All defective air conditioners that have been replaced are to be considered redundant and are to be removed from the site by contractor. All the work carried out under the contract will be measured as executed, and priced at the rates contained therein, or based on, the priced schedule of quantities. The individually priced items in the schedule will be adjusted on merit on a basis to be agreed prior to the signing of the contract if required. All the piping for new installations must be insulated or covered with suitable material. All the new installations must be connected to a DB.

Servicing, repairs, replacements and maintenance of air conditioning units, repairs and maintenance of VRV System units

- Check the operation of air conditioning units
- Check and lubricate fan bearings
- Check the filter, replace if damaged
- Clean the condensate pan and drain it thoroughly
- Ensure that condensed water runs to the outside of the drain to the nearest drain
- Check the condition of electrical connection
- Clean the outside unit using suitable detergent
- Check the lack of refrigerant or clogged refrigerant lines install a gauge manifold and check Pressure
- Check for the gas leaks and re gas the unit if required
- Thoroughly clean the condenser
- Supply of spares Parts and Accessories for the PLC i.e. “compressor, PC board etc.” as and when required.

The above description of the works is not necessarily complete and shall not limit the service, works and maintenance activities under this contract.

SPECIFICATION OF THE EQUIPMENT

The Chris Hani Region facilities has; Carrier air conditioning units, Alliance air conditioning units, Daytek air conditioning units, York air conditioning units, LG Gold air conditioning units, AUX air conditioning units, McQuay air conditioning units, Comfee” air conditioning units, Samsung air conditioning units, and a Daikin air conditioning units.

Note: Where the existing brand name is unavailable, replace with similar/better/equivalent

The *Contractor* will be fully responsible for meeting all requirements in this document regarding the Works.

Upon arrival at the *Employer’s* premises, at the pre-arranged time, the *Contractor* shall report to the *Departmental representative and* attend to any matters which may necessitate action.

Management of works

- Upon completion of the service/maintenance visit, the Contractor shall complete a comprehensive inspection report in respect of air conditioning units as per the schedule in all locations, listing all activities undertaken, additional work performed and consumables used. This inspection report is to

be submitted to the Departmental representative for record keeping and endorsement before leaving the premises.

- The Contractor shall produce monthly reports for all the maintenance work undertaken. Detailed maintenance sheets shall be completed after service upon every service.
- During monthly maintenance a preventive works order shall be issued to the Contractor detailing activities to be undertaken on the specified equipment, if additional work is required to be carried out the Contractor shall notify the Departmental representative. The Departmental representative shall then issue a corrective works order giving instructions to the Contractor to rectify the problem. All works orders shall be completed and closed within 48hrs after the work has been performed.
- For each piece of equipment, all work will be carried out to standards as required by Department's specific work instructions and the applicable SANS standards. Where Original Equipment Manufacturer (OEM) standards differ from those required by this document the more stringent requirement shall apply. The Contractor will be fully responsible for obtaining (and keeping up to date with) said requirements.

- **The Contractor will be responsible for providing staff which are sufficiently skilled and qualified for successful execution of the works**. The Contractor shall comply with the Minimum Staffing Schedule at all times. This may be amended by mutual arrangement between the Department and the Contractor from time to time.
- The Contractor will ensure that his/her staff compliment is of a sufficient quantity to allow for uninterrupted supply of labor in the event of his/her staff taking sick leave, paid leave and will allow for all staff related eventualities.
- The Contractor shall continuously ensure that all staff is suitable, able and competent for the duties required of them. The Contractor shall continuously ensure that all staff is knowledgeable, trustworthy and competent of the HVAC Maintenance activities/procedures in the area. The Contractor shall further ensure that any staff member reasonably suspected of partaking in criminal activities is immediately removed from site and his permit returned and/or cancelled at the Department.
- All work shall be performed within the required Response Times – as stipulated. Any breakdown impacting on operations shall be attended-to until restored to good, reliable condition. No breakdown may be left unattended or incomplete for the next day or shift. All repair work shall carry a defect free guaranteed period of 3 months after completion of work.
- The Contractor will be responsible for holding all tools and/or special equipment that might be required for the execution of the works, either on site or on their premises to comply with the Response Time requirements of this

contract. Any exclusion to the above should be clearly communicated in the returnable schedules when submitting the tender.

- The Contractor shall ensure that, unless a special arrangement is made with the Departmental representative, all senior staff members and on-site support staff is always immediately reachable via cell phone.
- The Contractor shall ensure that all maintenance staff are issued with uniforms that will comply with a minimum requirement as agreed with the Departmental representative from time to time. Current Departmental requirements are safety shoes, and a uniquely numbered reflective jacket (for easy identification via CCTV).

COMPLIANCE

All work shall conform to all relevant SANS standards, OHS ACT regulations and all other legislation that might be relevant to this Contract and the execution thereof.
All work shall be carried out in accordance with prevailing industry norms and best practice and will always comply with Original Equipment Manufacturer (OEM) requirements.

Planning and Programming

All maintenance work shall be scheduled and a roster presented to the Departmental representative at the end of the preceding month. Work shall be scheduled in a manner as not to interfere with any normal Departmental operations.
Normal Departmental operational hours shall be from 08:00 to 16:30 for every day of the year. The maintenance staff will be on standby 24 hours per day.
As a minimum requirement, the Contractor shall roster scheduled preventative maintenance activities.
Maintenance teams will attend to scheduled preventative maintenance, non-scheduled maintenance and breakdown maintenance. The Contractor must ensure that no scheduled maintenance work is carried over to the following week.
All Preventative Maintenance shall be scheduled, at least, to the requirements of the industry norms and standards.

Methods and Procedures

The Contractor must accept and respect the fact that the Departments are continuously undergoing construction and improvement and that a variety of stakeholders are involved in Government's business. Therefore, within reason and with prior arrangement with the Contractor, the Department might require the following from time to time:

- Assisting with Departmental Operations Re-scheduling of work to accommodate another Contractor.
- Pointing out services to consultants or another Contractor
- Providing access to another Contractor
- Attending co-ordination and planning meetings
- Removing rubble and/or equipment from site

- Training of Departmental Mechanical staff and/or technician recommending improvements on operational procedures
- Co-operating with Departmental Security relating to security issues

The Departmental representative may instruct operational and works procedures to the Contractor as might be required from time to time. The Contractor will instruct his/her staff accordingly and implement measures to ensure that these procedures are strictly adhered to.

Quality plans and control

All work must be executed in accordance with prevailing industry norms and standards relating to quality. In this regard, the Contractor will be expected to draft quality plans for the Departmental representative from time to time. Emphasis must be on improving equipment reliability and on ensuring that roistered maintenance work is indeed performed as and when required.

Environment

The Contractor will keep noise and dust levels to a minimum. At no time shall his/her work result in nuisance, interference or danger to the public or any other person working in the premises concerned.

At no time shall the Contractor:

- allow any polluted or toxic substance to be released into the air or storm water systems, interfere with, or put at risk on the functionality of any system or service Cause a fire or safety hazard

Format of communications

Work instructions, daily check sheets, monthly maintenance reports, inventory reports, breakdown reports, exception/defects reports, etc. will all be in a format as agreed with the Departmental representative.

Key personnel

A schedule of key personnel to this Contract (as per the Schedules) will be provided to the Departmental representative at commencement of this Contract. This will, as a minimum, include all persons from technician level to management level. For the full duration of this Contract, none of these persons will be replaced by a person of lesser ability or qualification. All on-site staff leaves shall be reported to and agreed upon with the Departmental representative.

Staff Requirements and Supervision

The Contractor shall provide the staff for the execution of the Service which shall be supervised by means of regular inspections by a Supervisor of the Contractor who is expected to have a thorough knowledge of the various tasks, equipment and material to be able to properly train and manage employees in their individual tasks.

The Contractor shall always ensure that all staff have been provided with uniforms/ PPE and will have **visible identification on site at all times**.

Provision of resources

The contractor shall utilize / provide skilled and suitable qualified staff with experience in the following:

- Electrical Trade
- Air Conditioning Mechanic Trade
- Safe handling of refrigerants license
- Occupational Health and Safety Act 85 of 1993 and SHE Standards
- Quality Management Control and Assurance as per ISO Standards
- Procedure writing

Management meetings

The Contractor will be expected to attend meetings relating to maintenance according to the agreed schedule of meetings, operations, contract management and other issues that may arise from time to time. As far as is practicable, the Contractor will make all required persons available for these meetings.

The Contractor shall **not** submit claims for payment for staff attending any of these meetings.

All meetings are to be recorded using minutes or a register prepared and circulated by the person who convened the meeting.

Electronic payments

The Contractor should arrange with DPW&I's finance department for making all payments electronically.

Daily records

The Contractor shall keep accurate daily records of staff attendance, maintenance work, safety inspections and exception reports. Records shall be available for scrutiny by the Departmental representative at any time. All records shall be in a format as agreed with the Departmental representative.

Monthly reports

When invoicing, the Contractor shall ensure that all required reports for the corresponding month are attached to the monthly invoice. This will include monthly reports on:

- maintenance work (including % of scheduled maintenance work completed)
- monthly checks performed
- maintenance plan for the next month

- asset register up to date including equipment data
- Outstanding maintenance issues

The Contractor shall keep copies of all reports for at least 24 MONTHS. All reports shall be in a format as agreed with the Departmental representative from time to time.

Description of Maintenance and Frequency

Service and maintain air conditioning equipment as per the **Operation and Maintenance Manual**.
In addition to that the below should be conducted:

A. Split Units and Cassette Units	**Frequency**
1. Isolate and remove all inspection panels and clean inside of units and rectify any damaged insulation. 2. Air filters – Check pressure drops and record. 3. Washable type to be removed, cleaned, dried and replaced. 4. Air filter frames to be checked for air bypass and to be rectified if necessary. 5. Axial flow fans to be checked for correct operation and undue noise (where applicable). 6. Bearings to be lubricated if necessary. 7. Fresh air and return air damper settings and operations to be checked and adjusted, if necessary. 8. Switchboards and electrical control panels to be cleaned, checked and tighten terminals and replace indicating light bulbs where necessary. 9. Circuit breakers and fuses to be checked and investigate reasons for any circuit breakers in OFF position. 10. Rectify faults and replace faulty circuit breakers. 11. Starters, Contactors and Relays to be checked to ensure moving bridges slide freely and that all contact points are clean. 12. Investigate and rectify cause of excessive burning of contacts. 13. Time switch settings to be checked and reset to start and stop plant at correct time, if necessary. 14. Flexible connections to be checked and air leaks rectified. 15. Control thermostats operation to be checked and to recalibrate, if necessary. 16. Clean drains and drip trays. 17. Check and tension belt drives. 18. Check condition of cooling coils and report. 19. Check operation of plant and record temperatures. 20. Chemically clean evaporator cooling coils. 21. All ferrous metal components, on evaporators, to be examined, corrosion treated and required to prevent further corrosion. 22. Check operation of occupancy sensors.	Once Monthly
B. Electrical Controls	
1. Clean interior of switchboards. 2. Visually check wiring for electrical hotspots.	Once Quarterly

C. Diffuser Units	
1. Check for dust on unit. 2. Check drip tray & pipe. 3. Check fan & motor. 4. Check solenoid valve operation. 5. Check heater elements. 6. Check cooling & heating function – log readings. 7. Inspect casing for corrosion. 8. Temperature Controllers to fan coil unit.	Once Monthly

D. As & When Air Conditioning Equipment Repairs (Ad hoc repairs)

The contractor will be required on an “as and when” required basis to perform investigation on equipment and perform ad hoc repairs. After completing the investigation, the service provider shall report to Departmental Representative where necessary, for items that need repair work done and once confirmed by DPWI representative can be invoiced accordingly. Possible “as and when” services are listed below:
The emergency repair shall be done within 2 hours after the breakdown was reported.

Split Units	Cassette Units
• Air filters • Axial flow fans • Bearings • Dampers • Thermostat • Belt drives • Cooling coils • Evaporator	• Air filters • Axial flow fans • Bearings • Dampers • Thermostat • Belt drives • Cooling coils • Evaporator

PART C4: Site information

List of State-Owned Buildings to be maintained

- Department of Public Works and Infrastructure Komani (Queenstown)
- Department of DEDEAT (Bathandwa Ndondo Office Complex)
- *Department of COGTA & DOH (Bathandwa Ndondo Office Complex)*
- Department of Agriculture New (Bathandwa Ndondo Office Complex)
- Department of Agriculture Old (Bathandwa Ndondo Office Complex)
- Department of Sports arts and Culture (Bathandwa Ndondo Office Complex)
- Department of Human Settlement (Bathandwa Ndondo Office Complex)
- Departmental Conference Centre (Bathandwa Ndondo Office Complex)
- Department of Agriculture (Whittlesea)
- Department of Public Works and Infrastructure (Whittlesea)
- Department of Health (Lady Frere)
- Department of Agriculture (Lady Frere)
- Department of Agriculture (Cala)
- Department of Education (Cala)
- Department of Public Works and Infrastructure (Cala)
- Department of Agriculture (Ngcobo)
- Department of Transport (Ngcobo)
- Department of Public Works and Infrastructure (Queenstown Depot)