



**VAAL UNIVERSITY
OF TECHNOLOGY**

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REQUEST FOR BID

**SUPPLY AND INSTALL GENERATORS FOR THE
VANDERBIJLPARK RESIDENCE AND SEBOKENG (EDUCITY)
RESIDENCE**

BID NUMBER: T11/2023

BID INVITATION DATE	
INVITATION DATE:	8 October 2023
COMPULSORY INFORMATION BRIEFING SESSION	
Date:	18/10/2023
Time:	10:00am
Venue:	Vaal University of Technology, Andries Potgieter Boulevard, Vanderbijlpark Campus, Main Residence
SUBMISSION INFORMATION	
CLOSING DATE:	26 October 2023
CLOSING TIME:	11H00am
ADDRESS:	<u>Vaal University of Technology,</u> <u>Andries Potgieter Boulevard,</u> <u>Vanderbijlpark,</u> <u>Main Campus, E-Block,</u>



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TERMS OF REFERENCE

**SUPPLY AND INSTALL GENERATORS FOR THE
VANDERBIJLPARK RESIDENCE AND SEBOKENG (EDUCITY)
RESIDENCE**

BID/TENDER NO. T11/2023

Registered Name of Tenderer	
Trading Name of Tenderer	
Registration No. of Entity	
Tenderer CIDB Grading	
BBBEE Level	
CSD REG Number	
Contact Person	
Tel No:	Email Address:
Cell No:	Fax No:
Price Offer (Vat Inclusive (15%))	R

Contents

Number Heading

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T1.1: TENDER NOTICE AND INVITATION TO TENDER

The Vaal University of Technology invites experienced and qualified Contractors in terms of the VUT SCM Infrastructure Policy to submit tenders/bids for the SUPPLY AND INSTALL GENERATORS FOR THE VANDERBIJLPARK RESIDENCE AND EDUCITY RESIDENCE *BID No. (T11/2023)

Table 1:

Programme	Project No.	Project Description	Type of Project	CIDB Contractor Grading
Deferred Generators - Residences	T11/2023	SUPPLY AND INSTALL GENERATORS FOR THE VANDERBIJLPARK RESIDENCE AND SEBOKENG (EDUCITY) RESIDENCE	GENERATOR	4EP or Higher

Compulsory tender briefing/clarification meeting with representatives of the Employer will take place on Thursday, 18th of October 2023 from 10:00am.

Venue for Compulsory tender briefing:

Vaal University of Technology,
Andries Potgieter Boulevard,
Vanderbijlpark Campus,
Main Residence

Bidders are allowed to form Joint Ventures or Consortiums during their submissions.

80/20 Preference point scoring system

Tender closing date and time: Thursday the 26th of October 2022 @ 11:00am.

Only electronic submissions will be accepted.

Physical submissions will be accepted.

ADDRESS:

Vaal University of Technology
Andries Potgieter Boulevard, Vanderbijlpark
Main Campus, E-Block,
1911,

- Room No. E001 is only open Monday to Friday (08:30 am to 16:00 pm).
- Bid Register in Room E001 must be completed and signed upon submission.
- Courier Services must be made aware of the Bid Register as well as the Bid Number and your Company Name.
- Failure to sign the Bid Register can lead to disqualification.
- The Bidder is responsible for ensuring the employees/courier service locates the Bid Box in Room E001 (E-Block).

Bid Box in room No. E001

VUT reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. VUT does not bind itself to accepting the lowest tender. VUT will use objective elimination criteria on all tenderers with a default history/poor performance within VUT projects where the contractor did not complete even after receiving numerous notices of default.

Telegraph, telephone, telex, facsimile and late documents will not be accepted.

Enquiries: All supply chain and technical enquiries regarding this RFP must be forwarded to: Email: Lebohang Monne at lebohangm2@vut.ac.za with the applicable Bid No. as the subject.

T1.2 TENDER DATA

Project title:	SUPPLY AND INSTALL GENERATORS FOR THE VANDERBIJLPARK RESIDENCE AND SEBOKENG (EDUCITY) RESIDENCE		
Tender No:			
Invitation date:		Closing date:	
Closing time:		Validity period	

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of CIDB Standard for Uniformity in Construction Procurement (August 2019). This standard is issued in terms of sections 4(f), 5(3)(c) and 5(4)(b) of the Construction Industry Development Board Act 38 of 2000 read with Regulation 24 of the Construction Industry Development Regulations, 2004 (as amended) issued in terms of section 33.

The Standard Conditions of Tender make 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 the tender data and the Standard Conditions of Tender.

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

Clause number	
F.1.1	<p>The employer is Vaal University of Technology</p> <p>The sponsor and the employer according to the contract is Vaal University of Technology. The VUT will have the right to directly intervene if the service provider is in default. In the event of such an intervention, the VUT shall assume full accountability and responsibility.</p>
F.1.2	<p>The Tender Documents issued by Vaal University of Technology comprise the following documents:</p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 - Tender notice and invitation to tender T1.2 - Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents T2.2 - List of returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Form of Guarantee</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing instructions C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3.1 - Scope of work C3.2 - Health and Safety Specification' C3.3 - Contractors Reports C3.4 - EPWP Specification</p> <p>Part C4: Site information</p> <p>C4.1 - Site information C4.2 - Drawings</p>

F.1.4		Vaal University of Technology Main Campus Andries Potgieter Boulevald Vanderbijlpark 1911
F.1.6.2.1		Vaal University of Technology shall announce the names of the tenderers who make a submission.
F.1.2	Tender documents	The documents issued by the employer for the purpose of a tender offer are listed in the tender data.
.1.3	Interpretation	
F.1.3.3		The Tender documents have been drafted in English. The contract arising from the invitation of tender shall be interpreted and construed in English.”
F.1.4	Communication and Employer’s Representative	The employer’s representative is Lebohang Monne (Tender Officer): Email: lebohang@vut.ac.za .
F.1.5		The employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are as per Tender Notice and Invitation to Tender T1.1
F.2.1	Eligibility	All tenderers/bidders who have the required experience, CIDB Registration Category, and capability are eligible to submit tenders. Bidders are allowed to form Joint Venture or Consortium. No bidder/contractor will be appointed where the maximum value of the contract is higher than the value that the contractor is considered capable of performing in accordance with the contractors CIDB grading.
F.2.2	Cost of tendering	No costs will be reimbursed to the tenderers by VUT for any interviews or briefing meetings for this tender.
F.2.3	Check documents	Bidder to check the bid documents on receipt for completeness and notify the employer of any discrepancy or omission.
F.2.4	Confidentiality and copyright	Bidder to treat confidential all matters arising in connection with the bid. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a bid offer in response to the invitation.
F.2.5	Reference documents	<ul style="list-style-type: none"> • Standard for Uniformity in Construction Procurement (August 2019) • The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2014 • VUT SCM Infrastructure Policy
F.2.8	Seek clarification	Tenderers should request clarification of the tender documents, if necessary, by notifying the Employer’s Representative indicated in the Tender Notice and Invitation to Tender in writing at least five (5) working days before the closing time stated in the foregoing notice and clause 2.15. The employer has a right to seek clarification and request certain documentation from the Tenderers after the tender closing and during the bid evaluation process where it is deemed as such.
F.2.9	Insurance	VUT accepts that the submission of a Tender/Bid shall be construed as an acknowledgment by the Tenderer/Bidder that she/he will provide her/his own insurance for this contract.
F.2.11	Alterations to documents	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.13	Submitting a Tender Offer	Each Tenderer/Bidder is required to return the complete set of documents as listed in the Tender Data with all the required information supplied and completed in all respects.
F.2.13.2		Parts of each Tender Offer communicated shall be submitted electronically as per the submission guidelines.
F.2.13.4		<p>Add the following to the clause:</p> <p>“Only authorised signatories may sign the all copies of the tender offer require signature on each page of the tender offer or only where signature is required in terms of 2.13.4. If tender offer is not signed, tenderer/Bidder will be disqualified.</p> <p>In the case of a ONE-PERSON CONCERN submitting a tender, this shall be clearly stated.</p> <p>In case of a COMPANY submitting a tender, include a copy of a resolution by its board of directors authorising a director or other official of the company to sign the documents on behalf of the company.</p> <p>In the case of a CLOSED CORPORATION submitting a tender, include a copy of a resolution by its members authorising a member or other official of the corporation to sign the documents on each member’s behalf.</p> <p>In the case of a PARTNERSHIP submitting a tender/Bid, all the partners shall sign the documents, unless one partner or a group of partners has been authorised to sign on behalf of each partner, in which case proof of such authorisation shall be included in the Tender.</p> <p>Accept that failure to submit proof of authorisation to sign the tender/Bid shall result in a Tender Offer being regarded as non-responsive.</p>
F.2.13.5		<p>The Employer’s address for delivery of tender offers:</p> <p>Vaal University of Technology, Andries Potgieter Boulevard, Vanderbijlpark, Main Residences</p>
F.2.13.6		The submission of the tender should be as per the submission instructions.
F.2.14	Information and Data to be completed in all respects	VUT accepts that the Employer is restricted in accordance with clause 4.(4) of the Construction Regulations, 2014, to only appoint a Contractor whom he is satisfied has the necessary competencies and resources to carry out the work safely. Risk assessment will be conducted for those tenderers that are responsive.
F.2.15 F.2.15.1	Closing time	<p>The closing time for submission of tender offers is:</p> <p>Thursday the 19th of October 2023 at 11:00am.</p>
F.2.16 F.2.16.1	Tender Offer validity	<p>The Tender Offer validity period is 120 Days</p> <p>“If the tender validity expires on a Saturday, Sunday or public holiday, the Tender Offer shall remain valid and open for acceptance until the closure of business on the following working day.”</p> <p>The validity period may be extended in writing by the Employer.</p>
F.2.19	Inspections, tests and analysis	The Tenderer must provide access during working hours to his premises for inspections on request.
F.2.24	Canvassing and obtaining of additional information by tenderers	<p>Vaal University accepts that no Tenderer/Bidder shall 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/bid, after the opening of the tenders and prior to the Employer arriving at a decision thereon.</p> <p>No Tenderer/Bidder shall make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.”</p>

F.2.25	Tax	<p>"Submission of a Valid Tax Clearance Certificate and/or Tax Compliance Status Pin is compulsory."</p> <p>"Bidders should note, that in accordance with legislation, no contract may be awarded to a/an person/entity who has failed to submit a Valid Tax Clearance Certificate or Tax Compliance Status Pin from the South African revenue Service (SARS), certifying that the taxes of that person/entity are in order or that suitable arrangements have been made with SARS." In bids where a consortia/ Joint Venture / Sub-Contractors are involved each party must submit a separate Valid Tax Clearance Certificate or Tax Compliance Status Pin. Expired Tax Certificate after closing date will not be acceptable.</p> <p>Bidder to provide a Pin issued by SARS in order to verify the status of their status.</p>
F.3.1	Respond to clarification	"Response to a request for clarification should be received up to three calendar days before the tender closing time stated in the tender data and notify all Tenderers/Bidders who drew procurement documents"
F.3.4	Opening of Tender submissions	Will be done on the closing date of the bid. (26 October 2023 @ 11:00am)
F.3.11	Evaluation of Tenders	The tender evaluation method to evaluate all responsive tender offers will be Method 1 which is Price and Preference.
F.3.11.1	General	<p>Apply the 80/20 Preference Point system where a maximum of eighty (80) points will be awarded for price and twenty (20) points will be awarded for B-BBEE.</p> <p>Price and preference will be scored, and a risk assessment will be conducted for those tenderers that are responsive.</p> <p>Functionality Scoring for quality will apply for this tender and Risk Assessment will be conducted for all eligible Tenderers, after price and preference evaluation. Risk assessment will be evaluated on the following:</p> <ul style="list-style-type: none"> - Proposed resources have the relevant experience - Base town or location of the operational office in relation to projects. - Price offered does not pose risk to completion of the project - Current project under construction in relation to workload - Number of previously awarded projects not completed up to works completion whose time has lapsed within VUT. - Contractor refused to get help though a subcontractor/cession contractor to complete the works and the project did not finish on time either by Contractor or Replacement contractor. - Failed to perform on any previous contract and has been given a written notice(s) to this effect for which the contractor did not rectify the situation, and/or the tenderer has been terminated by VUT or other employers due to poor performance (SBD 8 to be completed) - Contractor completed the project under dispute and ended up not willing to sign the Final Account due to objections on re-measurement, leading to Final Account submitted and approved without the Contractor's signature. - Where the Contractor failed to submit required COCs and this led to delays in the Final Account and Close Out Reports. <p>As part of risk assessment, the Bidders give VUT the right to request for enquiries from previous and/or current employers about bidder's performance</p>
F.3.12	Insurance provided by the Employer	The Employer will not take out any insurance.
F.3.13	Acceptance of Tender Offer	"A Tender Offer will only be accepted on condition that such acceptance is not prohibited in terms of the Treasury Regulations and Competition Act."
F.3.17	Provide Copies of the Contract	One signed copy of contract shall be provided by the Employer to the successful Tenderers/Bidders. For record purposes the contractors should buy a copy of the contract for use as reference during contract administration.

Part T2: Compulsory & Returnable Documents

T.2.1 List of returnable documents

1. **Returnable documents will be used for Functionality Scoring/Risk Assessment (Added after T.2.1.H)**
 - T2.1.A: Detailed Programme for the Works (all works to be completed in 3 Months excluding builder's holiday period).
 - T2.1.B: Proof of References from previous similar projects completed and stamped by either Principal Agents or Employers.
 - T2.1.C: Proof of Working Capital
 - T2.1.D: Letter of Credit Reference from Suppliers
 - T2.1.E: Proof of Locality (Closest to VUT Site)
 - T2.1.F: Technical Approach and Methodology
 - T2.1.G: Health and Safety Compliance Documents
 - T2.1.H: Proof of Bidders Capacity (Business Entity Organogram, Project Organogram/Team and Specialist Subcontractor's list.

T.2.2 List of compulsory returnable schedules

(Failure to submit/complete the below returnables will result to disqualification)

2. Returnable schedules that will be used for Risk Assessment:

- T2.2.A: Record of Addenda to Tender Documents (where Addenda were issued)
- T2.2.B: Compulsory Enterprise Questionnaire (must be fully completed).
- T2.2.C: Proof of authorisation of signatory (must be fully completed otherwise the tender will not be considered)
- T2.2.D: Schedule of Proposed Sub-Contractors.
- T2.2.E: Compulsory briefing meeting: Bidders would be required to confirm attendance via the chat box on Microsoft Teams at the briefing session.
- T2.2.F: Additional Particulars Concerning Tenders.
- T2.2.G: Preference schedule: Broad Based Black Economic Empowerment Status
- T2.2.H: Copy of Business Entity Registration (Submission of CIPC Registration) relevant to Public/Private Companies and Closed Corporations. Or, Certified ID Copy/s of Registered Members (Relevant to Sole Proprietaries and Partnerships).
- T2.2.I: Submit valid Certificate of Good Standing with Workman Compensation Commissioner (COIDA) at the time of submission of the bid. Expired COIDA certificates will not be considered.
- T2.2.J: Central Supplier Database Registration Report (Not older than 3 months report).
- T2.2.K: CIDB registration print out (CIDB registration will be verified on the CIDB website).
- SBD 2: Valid Tax Clearance Certificate and/or Tax Compliance Status Pin (Issued by SARS).
- SBD 4: Duly completed and signed Declaration of Interest.
- SBD 8: Declaration of Bidders Past Supply Chain Management Practices.
- SBD 9: Duly completed and signed Certificate of Independent Bid Determination.

3. Returnable schedules that will be incorporated into the contract:

- C1.1 Completed and signed Form of Offer and Acceptance
- C1.2 Contract Data
- C1.3 Form of Guarantee or Deduction on Payment (Letter/s of intent from bank/Financial Providers)
- C2.2 Completed Bill of Quantities

T2.1. A: Detailed Programme for the Works

(All works to be completed in 3 months excluding builders holiday period and Contractor to indicate the resources to be deployed to each site to support the programme of the works).

T2.1. B: PROOF OF REFERENCES

- T2.1. B: Proof of References from previous similar projects completed and stamped by either Principal Agents or Employers.

FORM 1
VUT Bid- Resolution to sign on behalf of Business Entity

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

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

Held at: *(place)*

On: *(date)*

RESOLVED that:

1. The Enterprise submits an Bid to Vaal University of Technology in respect of the following:

(project description as per RFB Document)

RFB Number: *(Bid number as per Bid Document)*

2. *Mr/Mrs/Ms.....

In *his/her capacity as: *(position in the enterprise)*

And who will sign as follows:

Be and hereby, authorised to sign the BID and any other document and/or correspondence in connection with and relating to the BID, as well as to sign any Contract, and any and all documentation, resulting from the award of any project to the Enterprise mentioned above.

#	NAME	CAPACITY	SIGNATURE
1.			
2.			
3.			
4.			
5.			
6.			

Note:

1. *Delete which is not applicable
2. **NB:** This resolution must be signed by all The Directors / Members / Partners of the Tendering enterprise.
3. should the numbers of Directors / Members/ Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP

FORM 2
VUT BID – Details of Previous Similar Project Experience

- The respondent must complete part A of this form separately for each project listed on form 3.
- The respondent must forward Part B of this form for completion and signing by Client, then bind signed and stamped form with the submission. The VUT will not give scores for uncompleted forms.
- The reference to please provide a score (0 – poor, 5 – satisfactory, 7 – good, 10 – excellent, intermediate numbers may also be scored) and comment on the Contractor’s performance on the listed project.

PART A – To be completed by respondent for BID submission

Business entity name of Respondent:			
Name of completed similar project:			
Name of project client:			
Location of project (town, district municipality, province, country)			
Total project value:		Project start date:	
Value of work under your appointment:		Project finish date:	
Brief description of work done on this project by your firm:			
Was the Projected Completed on Time/Completion Certificate Issued			
Details of client for reference purposes:	Name:		
	Business Entity name:		
	Contact details:		

FORM 3 – Continued

VUT BID – Details of Previous Similar Project Experience

PART B – To be completed by reference and returned to VUT evaluation team

Project Name Completed: Value: R

Client Name: Year :.....

Please verify that information provided by the respondent in Part A above is correct. Comment alongside if necessary:		Comments
<input type="checkbox"/> No	<input type="checkbox"/> Yes	
Please score and comment on the attributes listed below	Score out of 10	
Overall Project Planning by Contractor		
Ordering of Materials and Long-Lead Materials		
Compliance with Construction programme		
Application of resources to project		
Site Management and Reporting		
Contractual acumen		
Administration of Subcontractors (Nominated, Selected, Domestic)		
Payment of Subcontractors and Suppliers		
Quality of workmanship and Quality Assurance Testing		
Total Score (sum of all scores)		

Referee name:

Referee signature:

Designation:

Date:

Tel:

Business Entity Client Stamp:

T2.1.C: PROOF OF WORKING CAPITAL

- T2.1.C: The current annual report to be certified by a registered accountant and indicate at least 5% of the value of the Project available or bank statement stamped by the Bank.

T2.1.D: LETTER OF CREDIT REFERENCE FROM SUPPLIERS

- T2.1.D: Letter of Credit reference from suppliers and credit limits to be stipulated with supporting documents

T2.1.E: PROOF OF BUSINESS LOCALITY

- T2.1.E: Means of verification: Either proof of residence, Utility bill or Lease agreement to the name of the tendering firm.

T2.1.F: TECHNICAL APPROACH AND METHODOLOGY

- T2.1.F: Submit a Methodology relevant to the project, detailing how the tenderer plans to manage the works on site which includes the process of completing all works.

T2.1.G: HEALTH AND SAFETY COMPLIANCE DOCUMENTATION

T2.1.H: PROOF OF BIDDER'S CAPACITY

- Business entity Organogram of Key Support Staff with Title, Name and Number of Year Experience.
- Submission of Projects specific Organogram showing Key Technical Personnel with CV's and certified qualification certificates
- Proposed relevant Sub-Contractors for this specific Project

Functionality Criteria: see below

Functionality criteria	Weighting Factor
1. Financial Standing	
1.1 Proof of working Capital of at least 5% of the Project Value	
The current annual report to be certified by a registered accountant and indicate at least 5% of the value of the Project available or bank statement stamped by the Bank (Compliance = 5 points)	5 Points
1.2 Letter of Credit reference from suppliers and credit limits to be stipulated with supporting documents	
Five (5) different suppliers for different building commodities, e.g. Cement, Paint, Metalwork, Floor Tiles & Credit suppliers of materials (1 point per supplier): <i>In line with the Project Specification</i>	5 Points
1.3 Locality	
<i>Means of verification: Either proof of residence, Utility bill or Lease agreement to the name of the tendering firm.</i> Vaal Area=10 Points Gauteng Province=5 Points Other Provinces=2 Points	10 Points
2. Annual/Audited Financial Statement/Management Account/Income and Expenditure Statements AND NOT OLDER THAN 2020: (5 points for compliance)	5 Points
3. Experience and Resource Capacity. (Similar value is not less than 80% of the total bid price. Similar nature is for supply, install and commission generators)	
3.1 Schedule of similar value and completed Projects in the last 5 years (Completion Certificates to be provided)	
List of different Projects, value, and duration, start date/completion date and Clients/Principal Consultants 1. Minimum 5 Projects of similar value and nature (3 points per project) And/or 2. Where accumulative value of Projects per year meets the 80% value target stated in point 3. (3 points per cumulative year will be awarded)	15 Points
3.2 Reference from Clients/Consultants for similar nature and value Projects (Including contact particulars)	
References (indicating the nature of the project/s) from Clients/Consultants commenting on the Project Status and workmanship. (No restriction on multiple projects for the same client) • Minimum 3 different Projects of similar nature, as defined in point 3 (5 Points per project).	20 Points
4. Detailed schedule of Key support staff resources (Key Support staff would indicate management structure and departments)	
Business Entity Organogram of Key Support Staff with Title, Name and Number of Year Experience. (ONE point per Key support represented by different persons to a maximum of 5 points)	5 Points
5. Schedule of proposed specialist and appropriate skills	
N/A	N/A

6. Competency and Management Structure	
6.1 Submission of Projects specific Organogram showing Key Technical Personnel with CV's and certified qualification certificates	
Names, titles, and number of years of experience on one page for Project Specific Organogram	15 Points
Submit the CVs with references and qualification as per Project Organogram: 6.1.1 Contract Director - Technical qualification in Electrical Engineering; and 10 Years' experience = 5 points Less than 10 years = 3 points 6.1.2 Contracts Manager - Technical qualification in Electrical Engineering; and 5 Years' experience = 5 points; and Less than 5 years = 3 points 6.1.3 Site Agent Technical qualification in Electrical Engineering; and 5 Years' experience = 3 points Less than 5 years = 1 point 6.1.4 Foreman 5 Years' experience = 2 points Less than 5 years = 0 points (Note: All names and Titles must be clearly indicated as mentioned above)	
7 Technical Approach and Methodology	
7.1 Submission of Project specific Method Statement	
Submit a Methodology relevant to the project, detailing how the tenderer plans to manage the works on site which includes the process of completing all works i.e.: site establishment; risks & OHS site specific compliance; understanding of the Scope of Work; actions required and sequencing of works and trades to complete the works in time: <ul style="list-style-type: none"> • Location of Office, Delivery, storage and preparation areas (laydown area) (2 points) • Managing noise, dust, rubble and safety of students and VUT staff around operating spaces (3 points) • Clear indication of the deployment of specific trades involved and the management thereof (3 points) • Sequencing of works (2 points) 	10 Points
7.2 Submission of detailed Programme including how time will be managed	
Submit detailed Programme: 1. Critical Path indicating: <ul style="list-style-type: none"> • Project start and end date = 1 points • sequence of activities (including expected deployment of trades indicated) = 3 points • long-lead time items = 1 points (long-lead items are items not available immediately and have to be ordered in advance) 	5 Points
7.3 Health and Safety Compliance Health and Safety Compliance Health and Safety Officer: At least a Diploma at NQF Level 6 and provide professional registration certificate with SAIOSH. Submit the CV'(s) with a certified copy of qualification certificate.	5 Points
Total	100

A minimum of 60 points for Functionality is required for further evaluation.

T 2.2.A - Record of Addenda to tender documents

We confirm that the following communications received from VUT before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer: Addenda to be attached with tender documents is **compulsory**.

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Date _____
 Name _____ Position _____
 Enterprise name _____

T.2.2. B - 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

Business Entity registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a business entity or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- a member of any municipal council
- a member of any provincial legislature
- a member of the National Assembly or the National Council of Province
- a member of the board of directors of any municipal entity
- an official of any municipality or municipal entity
- an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)
- a member of an accounting authority of any national or provincial public entity
- an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

- i) authorizes Vaal University of Technology to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- ii) 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 _____

Enterprise name _____

T.2.2.C: SIGNATORY AUTHORISATION

Project title:	SUPPLY AND INSTALL GENERATORS FOR THE VANDERBIJLPARK RESIDENCE AND SEBOKENG (EDUCITY) RESIDENCE
Bid/Tender No:	T11/2023

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY (COMPULSORY FOR COMPLETION)

Signatory for business entity confirms his/her authority hereto by attaching a duly signed formal document indicating authorisation by the business entity to enter into this bidding process on behalf of the said business entity.

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 Bid/Tender No.

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

SIGNED ON BEHALF OF THE BUSINESS ENTITY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

T.2.2.D: Schedule of Proposed Subcontractors

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

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.

Contractor is required not to subcontract more than 30% of the work and the contractor has to attach subcontractor BBBEE & CK documents.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			
6.			

Signed _____ Date _____
 Name _____ Position _____
 Enterprise name _____

T.2.2.E: Compulsory Briefing Meeting – Confirmation to be done at the briefing session, bidders required to insert their business entities name and email address in MS Teams chat box.

Project title:	SUPPLY AND INSTALL GENERATORS FOR THE VANDERBIJLPARK RESIDENCE AND SEBOKENG (EDUCITY) RESIDENCE
Bid/Tender No:	T11/2023

I/We have attended the briefing meeting for the above-mentioned works at the date specified below.

I/We have thoroughly studied the Bills of Quantities, plans and contract documents and I/We have brought myself/ourselves fully conversant with all aspects which could possibly influence the construction of the works.

I/We further certify that I/We am/are satisfied with the description of the works and the explanation given to me/us by the Representative/Agent at the briefing meeting and I/We fully understand the extent of the work to be done as specified and implied for the execution of this contract.

Date of Briefing meeting:

Time of meeting:

Full Name of Tenderer

Signature of Tenderer

Full Name of Representative/Agent

Signature of Representative/Agent

Date

T.2.2.F: ADDITIONAL PARTICULARS CONCERNING TENDERERS

Project title:	SUPPLY AND INSTALL GENERATORS FOR THE VANDERBIJLPARK RESIDENCE AND SEBOKENG (EDUCITY) RESIDENCE
Bid/Tender No:	T11/2023

SURETIES AS SECURITY

Since I/we propose to furnish one sureties as security, the following particulars are provided:

1.1 Name _____ of _____ surety:

.....

...

Address _____ of _____ surety:

.....

.....

.....

.....

Bank _____ of _____ surety:

.....

.....

Branch: _____

.....

COMPANIES

If the tenderer is a company, a certified copy of the resolution of the board of directors (personally signed by the chairman of the board) authorizing the person who signs this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with this tender and/or contract on behalf of the company, must be submitted with this tender.

PARTNERSHIPS

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

Full name of partner	Resident address	Signature
.....
.....
.....
.....
.....

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

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

.....
Signature Signature Signature

Date: Date: Date:

ONE-MAN BUSINESS

I, the undersigned
.....

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

.....
Signature Date

WORK CAPACITY

The tenderer is requested to furnish the following particulars. Failure to do so may result in the tender being disregarded.

Skilled artisans employed. State categories and furnish numbers:

.....
.....
.....
.....
.....
.....

Unskilled labour employed. State categories and furnish numbers:

.....
.....
.....
.....
.....
.....

Full particulars of machinery, plant and workshops:

.....
.....
.....
.....
.....
.....

Particulars of commitments on which the tenderer is at present engaged:

A. PRIVATE

	Project	Place	Contract sum
1.
2.
3.
4.
5.
6.
7.
8.

	Contract period	Commencing date	Expected completion date
1.
2.
3.
4.
5.
6.
7.
8.

B. GOVERNMENT (including provincial administrations and autonomous Government bodies)

	Project	Place	Contract sum
1.
2.
3.
4.
5.
6.
7.
8.

	Contract period	Commencing date	Expected completion date
1.
2.
3.
4.
5.
6.
7.
8.

Particulars of projects which tenderer has already –

a) Completed

	Project	Place	Contract sum
1.
2.
3.
4.
5.
6.
7.
8.

b) Completed for other departments (including provincial administration and autonomous Government bodies):

	Project	Place	Contract sum
1.
2.
3.
4.
5.
6.
7.
8.

CONTACTABLE REFERENCES

	Business Entity	Contact Person	Contract Name	Contact Tel No.
1.
2.
3.
4.
5.
6.
7.
8.

.....
Signature

.....
Date

T2.2.G: Preference schedule: Broad Based Black Economic Empowerment Status (Certified BEE Certificate or a sworn affidavit stating the BBEE status in case of Exempted Micro Enterprise and Qualifying Small Enterprise)

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that “Every organ of state and public entity must take into account and as far as is reasonably possible apply any **relevant code of good practice** issued in terms of this Act in developing and implementing a preferential procurement policy:”

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is a:

- a) a registered auditor’s certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity’s last financial year or a 12-month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preference schedule for Broad-Based Black Economic Empowerment	% max points for preference	Actual B-BBEE preference points
Form not completed or no-complaint contributor	0	0
Level 8 contributor	10	2
Level 7 contributor	20	4
Level 6 contributor	30	6
Level 5 contributor	40	8
Level 4 contributor	50	10
Level 3 contributor	80	16
Level 2 or contributor	90	18
Level 1 contributor	100	20

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code (*tick applicable box*)
 - Generic code of good practice
 - Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature:

Name:

Duly authorised to sign on behalf of:

Telephone:

Fax: Date:

Name of witness Signature of witness

- Note:**
- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
 - 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

**T2.2.I: Certificate of Good Standing with Workman's
Compensation Commissioner (COIDA)**

(Validity of certificate will be verified online)

T2.2.J: Central Supplier Database (CSD) Registration Report.

(Not Older than three months' report and Validity of report will be verified online)

T2.2. K: Copy of CIDB print-out

(CIDB registration will be verified on the CIDB website on the day of BEC and BAC seating).

SBD2: TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 The valid Tax Clearance Certificate and Tax Compliance Status Pin must be submitted together with the bid. Failure to submit the valid Tax Clearance Certificate or Tax Compliance Status Pin will result in the invalidation of the bid.

SBD4: Declaration of Interest

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number.....

2.3 Position occupied in the Business entity (director, trustee, shareholder²):
.....

2.4 Registration number of companies, enterprise, close corporation, partnership agreement
or trust.....

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.7

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

¹“State” means –

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

² Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed:
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:
.....
.....
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

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

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

Full Name	Identity Number	Personal Income Reference Number	Tax	State Number / Personnel Number	Employee /

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT 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 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of

the Broad-Based Black Economic Empowerment Act;

- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . = 20 (maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		

Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO BUSINESS ENTITY/FIRM

8.1 Name of business entity/firm:.....

8.2 VAT registration number:.....

8.3 Business entity registration number:.....

8.4 TYPE OF BUSINESS ENTITY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 BUSINESS ENTITY CLASSIFICATION

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

[TICK APPLICABLE BOX]

8.7 Total number of years the business entity/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p>
--

SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.

- 1.6 A bid may be disqualified if –
 - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct? **(Tick applicable box)**

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

<p>LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)</p> <p>IN RESPECT OF BID NO.</p> <p>ISSUED BY: (Procurement Authority / Name of Institution):</p> <p>NB</p> <p>1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.</p> <p>2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.</p>

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
 - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

SBD8: Declaration of Bidder's Past Supply Chain Management Practices

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<p>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND
CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN
AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SBD9: Certificate of Independent Bid Determination

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

SBD 9

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

SBD 9

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Part C1: Agreement and Contract Data

C1.1 Form of Offer and Acceptance

1.1: FORM OF OFFER AND ACCEPTANCE (JBCC 2000, Edition 6.2, May 2018) Clause 3.0

Project title:	SUPPLY AND INSTALL GENERATORS FOR THE VANDERBIJLPARK RESIDENCE AND SEBOKENG (EDUCITY) RESIDENCE
Bid/Tender No:	T11/2023
Campus:	VUT Main Campus at Vanderbijlpark.

OFFER

The Implementing Agent, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **SUPPLY AND INSTALL GENERATORS FOR THE VANDERBIJLPARK RESIDENCE AND EDUCITY RESIDENCE.**

The Bidder/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 Bidder/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 INCLUSIVE OF VALUE ADDED TAX IS:

Rands (in words)
Rand in figures	R

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 Bidder/Tenderer before the end of the period of validity stated in the tender data, whereupon the Bidder/Tenderer becomes the party named as the Contractor in the conditions of contract identified in the contract data.

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

<p>Company or Close Corporation:</p> <p>.....</p> <p>.....</p> <p>And: Whose Registration Number is:</p> <p>.....</p> <p>And: Whose Income Tax Reference Number is:</p> <p>.....</p>	OR	<p>Natural Person or Partnership:</p> <p>.....</p> <p>.....</p> <p>Whose Identity Number(s) is/are:</p> <p>.....</p> <p>Whose Income Tax Reference Number is/are:</p> <p>.....</p>
--	----	--

ND WHO IS (if applicable):
 Trading under the name and style of:

.....

AND WHO IS:

Represented herein, and who is duly authorised to do so, by:
 Mr/Mrs/Ms:

Note:

A Resolution / Power of Attorney, signed by all the Directors / Members / Partners of the Legal Entity must accompany this Offer, authorising the Representative to make this offer.

.....
 In his/her capacity as:

.....

SIGNED FOR THE TENDERER:

Name of Representative	Signature	Date

WITNESSED BY:

Name of Witness	Signature	Date

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

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

SECURITY OFFERED:

- a) the Tenderer accepts that in respect of contracts above R1 million, a fixed construction guarantee equal in value to 12,5% of the contact value (excluding VAT) will be applicable and supplied to the Employer in terms of the applicable conditions of contract. Such security shall be provided to the employer within twenty-one (21) calendar days of written acceptance of the contractor's tender. Yes No
- or**
- b) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
 - i. payment reduction of 10% of the value certified in the payment certificate. Yes No
- c) in respect of contracts above R1 million, the Tenderer offers to provide security as indicated below:
 - i. 5% Fixed plus a payment reduction of 10% of the value certified in the payment certificate to a maximum of 10% of the Contract Value for a combined guarantee. Yes No

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

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

.....
.....

Other Contact Details of the Tenderer are:

Telephone No..... Cellular Phone No.

Fax No

Postal address

Banker Branch

Branch Code Account number

Registration No of Bidder/Tenderer at Department of Labour

CIDB Registration Number:

ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the Bidder/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 1 Agreement and contract data, (which includes this agreement)
- Part 2 Pricing data
- Part 3 Scope of work.
- Part 4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

FOR THE EMPLOYER:

Name of Signatory	Signature	Date

Name of Organisation:	Vaal University of Technology
Address of Organisation	VUT Main Campus Andries Potgieter Boulevald Vanderbijlpark 1911

WITNESSED BY:

Name of Witness	Signature	Date

SCHEDULE OF DEVIATIONS:

1.1.1. Subject:
Detail:

1.1.2. Subject:
Detail:

1.1.3. Subject:
Detail:

1.1.4. Subject:
Detail:

1.1.5. Subject:
Detail:

1.1.6. Subject:
Detail:

By the duly authorised representatives signing this agreement, the Employer and the Bidder/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 Bidder/Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Bidder/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.

C1.2 Contract Data

C1.2 : CONTRACT DATA :

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 6.2, May 2018)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003;)

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

Project title:	SUPPLY AND INSTALL GENERATORS FOR THE VANDERBIJLPARK RESIDENCE AND SEBOKENG (EDUCITY) RESIDENCE
Bid/Tender No:	T11/2023

	CONTRACT VARIABLES
	THE SCHEDULE

The Agreement	Part 1: Contract Data completed by the Employer
----------------------	--

The Agreement	CONTRACTING AND OTHER PARTIES
1.1	<p>Employer: Vaal University of Technology Postal address: Private Bag X021 Vanderbijlpark 1911</p> <p>Tel: 016 950 9500</p> <p>Physical address: VUT Main Campus Andries Potgieter Boulevald Vanderbijlpark 1911</p>

	CONTRACT DETAILS
	Works description: Refer to document C3 – Scope of Work.
	Site description: Refer to document C4 – Site Information.
	Specific options that are applicable to a State organ only Where so :
[27.1.2	1) Interest rate legislation:

[10.1.4.#] [25.4.#] [30.0.#] [22.0#]	<p>(a) in respect of interest owed by the employer, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and</p> <p>(b) in respect of interest owed to the employer, the interest rate as determined by the Minister of Finance, from time to time,</p> <p>2) Lateral support insurance to be effected by the contractor:</p> <p>3) No Payment will be made for materials and goods in transit:</p> <p>4) Dispute resolution by Settlement by Parties/Adjudication</p> <p>5) Extended defects liability period applicable to the following elements: None</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
12.1.5	Add, Period for the commencement of the works after the contractor takes possession of the site : Fourteen (14) working days.	
19.0 [24.0]	For the works as a whole: The date for practical completion shall be 9 months from the commencement date and the penalty per calendar day shall be R15 000 per calendar day .	
12.1.1	The Employer (Vaal University of Technology) does not provide a Guarantee for Payment as contemplated in the clause 11.5. The Employer is a government institution.	

10	INSURANCES	
10.1	Contract works insurance to be effected by the contractor	
10.1.2	Supplementary insurance is required:	Yes No <input checked="" type="checkbox"/>
10.1.3	Public liability insurance to be effected by the contractor <input checked="" type="checkbox"/> For the sum of R 5 million With a deductible not exceeding 5% of each and every claim	

5.0	DOCUMENTS
	Bills of quantities drawn up in accordance with: ASAQS Standard System of Measuring Building Works
	JBCC Preliminaries (May 2018) JBCC Principal Building Agreement (May 2018) are to be included in the contract documents for use with the JBCC Nominated/selected Subcontract Agreement .

26.9.6	The contract value is to be adjusted using CPAP indices: Yes No <input checked="" type="checkbox"/>
	Alternative Indices: Not Applicable
	Details of changes made to the provisions of JBCC standard documentation: Clause 1.1 COMMENCEMENT DATE – means the date of issue of the Letter of Acceptance or any such other date as may be specified in the Letter of Acceptance, whichever is the later, provided always that any such other date so specified shall not be more than FOURTEEN (14) days after the date of the Letter of Appointment. CONSTRUCTION GUARANTEE – means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule . CONSTRUCTION PERIOD – means the period commencing on the commencement date and ending on the date of practical completion .

CORRUPT PRACTICE – means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

FRAUDULENT PRACTICE – means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to and after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

INTEREST – the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be in terms of the legislation of the Republic of South Africa, and in particular:

(a) in respect of interest owed by the **employer**, the interest rate as determined by the Minister of Justice and Constitutional Development from time to time, in terms of section 1(2) of the Prescribed Rate of Interest Act, 1975 (Act No. 55 of 1975), will apply; and

(b) in respect of interest owed to the **employer**, the interest rate as determined by the Minister of Finance, from time to time, will apply

SECURITY – means the form of **security** provided by the **contractor**, as stated in the **schedule**, from which the **employer** may recover expenses or loss.

2.4 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been given when:

“11.1 A **construction guarantee** in terms of 11.0, where so elected in his/her tender.”

5.7 Add at the end thereof:

“The **contractor** shall supply and keep a copy of the JBCC applicable to this contract on **site**, to which the **employer**, **principal agent** and **agents** shall have access to at all times.”

6.0 Replace the second reference to “**principal agent**” with the word “**employer**” when the project is managed by the Employer and no Principal Agent.

8.0 Add the following as 8.0:

“Damage to the works

- a) Without in any way limiting the **contractor’s** obligations in terms of the contract, the **contractor** shall bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and **security** measures and other steps for the protection and **security** of the **works** as the **contractor** may deem necessary
- b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**
- c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the excepted risks
- d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued.”

9.0 Add the following as 9.0:

“Injury to Persons or loss of or damage to Properties

- a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or

caused by the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable

- b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or neglect of any person for whose actions the **employer** is legally liable
- c) The **contractor** shall upon receiving a contract instruction from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost thereof from the **contractor** or to deduct the same from amounts due to the **contractor**.
- d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor**, shall and will remain adequately insured or insured against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed
- f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the **works**”

9.1.4 Add the following as 9.1.4:

“HIGH RISK INSURANCE

In the event of the project being executed in a geological area classified as a “High Risk Area”, that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or do line formation the following will apply:

9.1.4.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and holds harmless the **employer** against any damage to and/or destruction of the **works** consequent upon a catastrophic ground movement as mentioned above. The **contractor** shall take such precautions and **security** measures and other steps for the protection of the **works** as he may deem necessary

When so instructed to do so by the **principal agent**, the **contractor** shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**, at the **contractor’s** own costs

9.1.4.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

The **contractor** shall be liable for and hereby indemnifies the **employer** against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the **employer** or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract

9.1.4.3 It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the **contractor’s** obligations in terms of the contract, the **contractor** shall, within twenty one (21) calendar days of the **commencement date**

but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

9.1.4.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 9.1.4.1; 9.1.4.2 and 9.1.4.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole."

11. Expand the entire clause 11.0 with the following:

"11.0 **SECURITY**

11.1.1 The **security** to be submitted by the **contractor** to the **employer** will be a **Construction Guarantee of 12,5% of the contract value** or as a **payment reduction of up to ten per cent (10%)** of the value certified in the **payment certificate** or a **5% fixed plus payment of 10% reduction of the value certified in the payment certificate up to a maximum of 10% of contract value, combined** (excluding VAT)

11.1.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 31.8(A)

11.1.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 27.2 provided that the **employer** complies with the provisions of 27.2 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction **security** or portions thereof to the **contractor**

11.2 Where **security** as a payment reduction of ten per cent (10%) or Five Per Cent (5%) of the value certified in the **payment certificate** (excluding VAT) has been selected:

11.2.1 The payment reduction of the value certified in a **payment certificate** shall be mutatis mutandi in terms of 25.3.3

14.2.2 The **employer** shall be entitled to recover expense and loss from the payment reduction in terms of 27.2 provided that the **employer** complies with the provisions of 27.2 in which event the **employer's** entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the **contractor.**"

2.0 Add 2.5 as follows:

"An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) calendar days of **commencement date**. **This should also cover the full COVID 19 Protocols as required and determined by the Disaster Management regulations and pronounced by the Minister from time to time.**"

11.0 Security adjustments

11.4.3 Add as follows:

"11.10 The contractor shall waive his lien or rights of continuing possession of the works, however the employer does not provide the Guarantee of Payment as per revised clause on securities."

25.12 Where a **security** is selected in terms of 11.1; the value of the **works** in terms of 11.2 and of the **materials and goods** in terms of 25.3.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

25.12.1 Ninety-five per cent (95%) of such value in interim **payment certificates** issued up to the date of **practical completion**

25.12.2 Ninety-seven per cent (97.5%) of such value in interim **payment certificates** issued on the date of **practical completion** and up to but excluding the date of **final completion**

25.12.3 Ninety-nine per cent (99%) of such value in interim **payment certificates** issued on the date of **final completion** and up to but excluding the final **payment certificate**

	<p>25.12.4 One hundred per cent (100%) of such value in the final payment certificate in terms of 26.13 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.</p> <p>26.5 Add the following:</p> <p>“26.5.1 Where a contract instruction was issued due to no fault of the contractor. 26.5.2 Where expense was caused by a Direct Contractor due to no fault of the contractor. 26.5.3 Where default or insolvency of a nominated subcontractor due to no fault of the contractor.”</p> <p>27.2 Add the following clauses 27.2.10 to 27.2.14.:</p> <p>“27.2.10 the contractor’s failure or neglect to commence with the works on the dates prescribed in the contract 27.2.11 the contractor’s failure or neglect to proceed with the works in terms of the contract 27.2.12 the contractor’s failure or neglect for any reason to complete the works in accordance with the contract 27.2.13 the contractor’s refusal or neglect to comply strictly with any of the conditions of contract or any contract instructions and/or orders in writing given in terms of the contract 27.2.14 the contractor’s estate being sequestrated; liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.”</p> <p>25.18 Add the following:</p> <p>“25.18 Where the final payment reflects an amount in favour of the employer, the Contractor shall pay the amount certified within twenty-one (21) calendar days of the issue of the final payment certificate.”</p> <p>29.29 Add the following: “Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason and whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever”</p>

42.0	Part 2: Contract Data provided by the Contractor:
	POST-TENDER INFORMATION
42.5	CONTRACT DETAILS
42.5.1	<p>Contractor:</p> <p>Postal address:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Tel: Fax: E-mail:</p> <p>TAX / VAT Registration No:</p> <p>Physical address:</p> <p>.....</p> <p>.....</p> <p>.....</p>
42.5.2	<p>The accepted contract sum/s inclusive of value added tax is:</p> <p>Bid No.:</p> <p>R..... (Figures)</p> <p>(.....</p> <p>.....</p> <p>.....(Words)</p>
11.1	<p>The security to be provided by the contractor:</p> <p>(a) in respect of contracts above R1 million, the contractor will provide security in terms of 11.1</p> <p>(1) The security to be submitted by the contractor to the employer will be a Construction Guarantee of 12,5% of the contract value Yes <input type="checkbox"/></p> <p>or</p> <p>(2) Payment reduction of 10% of the value certified in the payment certificate Yes <input type="checkbox"/></p> <p>or</p> <p>(3) 5% Fixed plus a payment reduction of 10% of the value certified in the payment certificate to a maximum of 10% the Contract Value, combined guarantee Yes <input type="checkbox"/></p>

42.7	SIGNATURES OF THE CONTRACTING PARTIES
<p>Thus done and signed at _____ on _____</p> <p>_____ Name of signatory by signature hereof warrants for and behalf of the Employer who authorization hereto</p> <p>_____ Capacity of signatory as Witness</p> <p>Thus done and signed at _____ on _____</p> <p>_____ Name of signatory who by signature hereof warrants for and behalf of the Contractor authorization hereto</p> <p>_____ Capacity of signatory as Witness</p>	

C1.3 Form of Guarantee

C 1.3: FIXED CONSTRUCTION GUARANTEE - JBCC Series 2000 Principal Building Agreement (Edition 6.2 May 2018)

Project title:	SUPPLY AND INSTALL GENERATORS FOR THE VANDERBIJLPARK RESIDENCE AND SEBOKENG (EDUCITY) RESIDENCE
Bid/Tender No:	T11/2023

- With reference to the contract between _____
 _____ (hereinafter referred to as the “**contractor**”) and Vaal University of Technology (hereinafter referred to as the **employer**”). Tender No: T11/2023 for the **SUPPLY AND INSTALL GENERATORS FOR THE VANDERBIJLPARK RESIDENCE AND EDUCITY RESIDENCE** (Herein after referred to as the “contract”) in the amount of R _____,
 _____ (in words), (hereinafter referred to as the **contract sum**.)

I/We, _____
 in my/our capacity as _____ and hereby representing _____ (hereinafter referred to as the **guarantor**”) advise that the **guarantor** hold at the **employer’s** disposal the sum of R _____,
 _____, (in words)

being **12.5%** of the **contract sum** (excluding VAT), for the due fulfilment of the contract.
- The **guarantor** hereby renounces the benefits of the exceptions *non numeratae pecunia, non causa debiti; excussionis et divisionis*; and all other exceptions which could be pleaded against the enforcement of this guarantee, with the meaning and effect whereof i/we declare myself/ourselves to be conversant, and undertake to pay the **employer** the amount guaranteed, during the period when the claim is received by the **guarantor**, on receipt of a written demand from the **employer** to do so, and which demand the **employer** may make if the **employer** has a right of recovery against the **contractor** in terms of 33.0 of the contract.
- Subject to the above, but without in any way detracting from the **employer’s** rights to adopt any of the procedures provided for in the contract, the said demand can be made by the **employer**, at any stage prior to the expiry of this guarantee.
- The amount paid by the **guarantor** in terms of this guarantee may be retained by the **employer** on condition that upon the issue of the last final **payment certificate**, the **employer** shall account to the **guarantor** showing how this amount has been expended and refund any balance due to the **guarantor**.
- The **employer** shall have the absolute right to arrange his affairs with the **contractor** in any manner which the **employer** deems fit and the **guarantor** shall not have the right to claim his release on account of any conduct alleged to be prejudicial to the **guarantor**. Without derogating from the a foregoing, any compromise, extension of the **construction period**, indulgence, release or variation of the **contractor’s** obligation shall not affect the validity of this guarantee.

6. This undertaking is neither negotiable nor transferable, and
- a) must be surrendered to the **guarantor** at the time when the **employer** accounts to the **guarantor** in terms of clause 4 above, or
 - b) shall lapse on the date of the last **certificate of practical completion**; and
 - c) shall not be interpreted as extending the **guarantor's** liability to anything more than payment of the amount guaranteed.

SIGNED AT _____ ON THIS _____ DAY OF _____ 20__

AS WITNESS

- 1. _____
- 2. _____

By and on behalf of

 (insert the name and physical address of the guarantor)

NAME: _____

CAPACITY: _____
 (duly authorized thereto by resolution attached marked Annexure A)

DATE: _____

- A. No alterations and/or additions of the wording of this form will be accepted.
- B. The physical address of the guarantor must be clearly indicated and will be regarded as the guarantor's *domicilium citandi et executandi*, for all purposes arising from this guarantee.
- C. This GUARANTEE must be returned to:

Part C2: PRICING DATA

C2.1: PRICING INSTRUCTIONS

C2.1: PRICING INSTRUCTIONS

1. The Bills of Quantities have been drawn up in accordance with the latest edition of Standard System of Measuring Building Work published and issued by the Association of South African Quantity Surveyors and, where applicable, the:
 - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SANS 1200 Standardized Specifications for Civil Engineering Works.
 - b) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
2. The agreement is based on the JBCC Series 2000 Principal Building Agreement Edition 6.2 (March 2018), prepared by the Joint Building Contracts Committee. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
3. Preliminary and general requirements are based on JBCC Preliminaries (May 2018).
4. It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
5. The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are kept by the Principal Agent and can be viewed at any time during office hours up until the completion of the works.
6. Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
7. Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
8. The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Bills of Quantities
9. The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
10. The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
11. Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
12. The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
 - a) an amount which is not to be varied, namely Fixed (F)
 - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and

- c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).

13. Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:

- a) 10 percent is Fixed;
- b) 15 percent is Value Related
- c) 75 percent is Time Related.

14. The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

C2.2: BILL OF QUANTITIES

The priced Bill of Quantities (BOQ's), following hereafter will form an integral part of the "Contract" between the successful appointed Contractor and the Employer.

See the attached separate Bill of Quantities file

Part C3: SCOPE OF WORK

C3.1: SCOPE OF WORK

C3.1: SCOPE OF WORK

Project title:	SUPPLY AND INSTALL GENERATORS FOR THE VANDERBIJLPARK RESIDENCE AND SEBOKENG (EDUCITY) RESIDENCE
Bid/Tender No:	T11/2023

Standby Generators are to be supplied, install and commissioned at Vanderbijlpark Residence and Educity Residence.

The works are to be done as follows:

1. Vanderbijlpark Residence
 - Supply, install and commission 2x500KVA generators
 - Install and connect ATS
 - Connect cable from the ATS to the Main panel/mini-sub

2. Educity Residence
 - Supply, install and commission 1x500KVA generators
 - Install and connect ATS
 - Connect cable from the ATS to the Main panel/mini-sub

C3.2: SPECIFICATIONS

See the attached separate Generator Specification

C3.2.1: HEALTH AND SAFETY SPECIFICATION

OCCUPATIONAL HEALTH AND SAFETY
HEALTH & SAFETY
SPECIFICATIONS
FOR
VAALE UNIVERSITY OF TECHNOLOGY
(CLIENT)

PROJECT NAME: SUPPLY AND INSTALL STANDBY GENERATORS

CAMPUS NAME: VANDERBIJLPARK RESIDENCE AND EDUCITY RESIDENCE

MUNICIPAL AREA: EMFULENI & SEBOKENG

SUPERVISION BY THE PRINCIPAL CONTRACTOR:

PRINCIPAL CONTRACTOR _____

Mr /Mrs/Ms **DIRECTOR (16.1)**

Mr /Mrs/Ms **CHIEF EXECUTIVE OFFICER (16.2)**

Mr /Mrs/Ms **HEALTH & SAFETY OFFICER (8.1)**

Mr /Mrs/Ms **HEALTH & SAFETY OFFICER (8.2)**

Mr /Mrs/Ms **HEALTH & SAFETY OFFICER (8.5)**

Mr /Mrs/Ms **CONSTRUCTION SUPERVISOR/S (CR 8.7)**

Mr /Mrs/Ms **CONSTRUCTION SUPERVISOR/S (CR 8.8)**

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1. PREAMBLE

In terms of Construction Regulation 5(1) (a) and (b) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), Vaal University of Technology, 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 project.

This 'Health and Safety Specifications' document is governed by the Construction Regulations and Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), hereinafter referred to as 'The Act'. Notwithstanding this, cognisance 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 on a daily basis. 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 Vaal University of Technology. 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 Client 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

The Health and Safety Specifications pertaining to the project cover the subjects contained in the index and is intended to outline the normal as well as any special requirements of the Municipal area pertaining to the health and safety matters (including the environment) applicable to the project in question. 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.

3. PURPOSE

Vaal University of Technology is obligated to implement measures to ensure the health and safety of all people and the community 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. *(All references to the singular shall also be regarded as references to the plural)*

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 Vaal University of Technology. The Principal Contractor (and his /her contractor/s) 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 documentation 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 8 of the Act.

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 and incorporated into the above Act by Government Notice R 1010, published in Government Gazette 25207 shall apply to any person involved in construction work pertaining to this project, as will the Act.

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

“Purpose of the Act” –

To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of 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; to establish an advisory council for occupational health and safety; and to provide for matters connected therewith.

“Agent” –

means any person who acts as a representative for a client;

“Client” –

means any person for whom construction work is performed;

“Construction Work” is defined as any work in connection with –

- (a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- (b) the installation, erection, dismantling or maintenance of a fixed plant where such work includes the risk of a person falling;
- (c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- (d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work;

“Contractor” –

means an employer, as defined in Section 1 of the Act, who performs construction work and includes Principal Contractors;

“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” –

means a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified;

“Health and Safety Specification” –

means a documented specification of all health and safety requirements pertaining to the associated works on a construction site, so as to ensure the health and safety of persons;

“Method Statement” –

means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

“Principal Contractor” –

means an employer, as defined in section 1 of the Act who performs construction work and is appointed by the client to be in overall control and management of a part of or the whole of a construction site;

“Risk Assessment” –

means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

5. OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

5.1 Structure and Organization of OH&S Responsibilities

5.1.1. Overall Supervision and Responsibility for OH&S

- * The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1)(k), 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.
- * 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.
- * 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).
- * The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8 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).
- * All Health and Safety Representatives (SHE-Reps) shall act and report as per Section 18 of the Act.

5.1.2. *Further (Specific) Supervision Responsibilities for OH&S*

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations. The following competent appointments, where applicable, in terms of the Construction Regulations are required to ensure compliance to the Act, Regulations and Safety Standards.

Required appointments as per the Construction Regulations:-

Item	Regulation	Appointment	Responsible Person
1.	5(1)(c)	Principal contractor for each phase or project	Client
2.	5.(1)(k)	Contractor	Principal Contractor
3.	5(11)	Contractor	Contractor
4.	8(7)	Construction supervisor	Contractor
5.	8(8)	Construction supervisor sub-ordinates	Contractor
6.	8(5)	Construction Safety Officer	Contractor
7.	9(1)	Person to carry out risk assessment	Contractor
8.	10(1)	Person to carry out fall protection plan	Contractor
8.	7(4)	Trainer/Instructor	Contractor
9.	26 (a)	Stacking and storage supervisor	Contractor
10.	27 (h)	Fire equipment inspector	Contractor

This list may be used as a reference or tool to determine which components of the Act and Regulations would be applicable to a particular site, as was intended under paragraph 3 & 4 of the Chapter “Preamble” (page 4) above. This list must not be assumed to be exclusive or comprehensive.

5.2 ***Communication & Liaison***

- 5.2.1 OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the H&S Committee as per the procedures determined by the H&S Committee.
- 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

(i) 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. Only if formally agreed to by way of the written agreement in this regard between the “owner(s)” and consultant and /or between the “owner(s)” and the contractor(s), will these assumptions be relinquished in favour of the position agreed upon between the relevant parties.

(ii) 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. 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. (Ordinary / sub) Contractors are required to operate under the scrutiny and control (in terms of all health and safety measures which are covered in the Construction Regulations) of the Principal Contractor. Where, for the work the Principal Contractor will have to execute himself, practical health and safety measures are applicable, he will also be subject to the relevant requirements with which (ordinary / sub) Contractors have to comply. The Principal Contractor will, however, not have to actually fulfill such requirements in respect of any of the work / functions of any (ordinary / sub) Contractors on the site for which he has been appointed as Principal Contractor. However, he has to monitor / oversee such processes, ensuring that the requirements are complied with and that the required appointments / evaluations / inspections / assessments and tests are done and that the records are duly generated and kept as prescribed in the Construction Regulations. This has to feature clearly in the Principal Contractor’s Health and Safety Plan.

7. RESPONSIBILITIES

7.1 Client

7.1.1 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 and determined by the Bills of Quantities.

7.1.2 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 the both Principal Contractor and Contractor for approval.

7.1.3 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.

7.1.4 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

7.2.1 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 work in terms of Regulation 4 of the Construction Regulations. Annexure B of this Specification 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.

7.2.2 The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. 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.

7.2.3 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.

7.2.4 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.

7.2.5 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.)

7.2.6 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.

7.2.7 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.

7.2.8 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.

7.2.9 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.

7.2.10 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** (Responsibilities of in terms of this contract and health and safety specification)

As per 7.2 above, as and where applicable or as indicated in the letter of appointment.

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 for:

- *Site clearance*
- *Site Establishment*
- *Demolition Works*
- *New brickwork and plaster*
- *Laying Tiles to floors and walls*
- *Replacing ceilings*
- *Installation new light fittings*
- *Installing new WC, HWB, Mirrors and furniture and fittings*
- *Replacing plumbing*
- *Site rehabilitation*
- *De-establishment*

(Elaborate sufficiently and provide adequate information to give full understanding of all work to be done)

N.B Construction Regulation 5(1)(g) determines that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process. The Principal Contractor shall on tendering make provision for the cost of health and safety measures in terms of his/her documented Health and Safety Plan and measures based on these Health and Safety Specifications during the period of the project. The cost shall be duly quantified and clearly identified for such identifiable purpose.

THE HEALTH AND SAFETY STANDARDISED PLAN IS THEREFORE TO BE INCLUDED WITH THE TENDER DOCUMENTS WHEN TENDERS ARE INVITED FOR THE PROJECT.

9. HEALTH AND SAFETY FILE

The Principal Contractor must, in terms of Construction Regulation 7(1)(b), keep a Health & Safety File on site at all times 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 and Safety File is attached as an addendum to this document.

IMPORTANT:

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.

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 on a monthly basis.

11. 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 (see 4. below “Project/Site Specific Requirements”)

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.

12. ARRANGEMENTS FOR MONITORING AND REVIEW

12.1 Monthly Audit by Client and or its Agent on its behalf

The Client and/or its Agent on its behalf will be conducting Periodic Audits at times agreed with the Principal Contractor Audit to comply with Construction Regulation 5(1)(o) to ensure that the principal Contractor has implemented, is adhering to and is maintaining the agreed and approved OH&S Plan.

12.2 Other audits and inspections by client and/or its agent on its behalf.

The Client and/or its Agent on its behalf reserves the right to conduct any other ad hoc audits and inspections as it and/or its Agent on its behalf deem necessary.

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.

12.3 Reports

12.3.1 The Principal Contractor shall report all incidents where an employee is injured on duty to the extent that he/she:

- * dies
- * becomes unconscious
- * loses a limb or part of a limb
- * 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
- * the health or safety of any person was endangered
- * where a dangerous substance was spilled
- * the uncontrolled release of any substance under pressure took place
- * machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects
- * 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.

Refer in this regard to Section 24 of the Act & General Administrative Regulation 8.

12.3.2 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.

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

12.3.4 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 including the reports contemplated in 12.7, 12.8.2, 15, 16, 17, 21 and 22 below. As soon as the occurrence of any accident/incident of whatever nature comes to the notice of the Principal Contractor, it shall be reported immediately to any of the following:

12.4 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.

12.5 Site Rules and other Restrictions

12.5.1 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.

12.5.2 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 at all times 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 8(5), the Principal Contractor must appoint a competent Emergency Controller who must develop contingency plans for any emergency that may arise on site as indicated by the risk assessments. These must include a monthly practice/testing programme for the plans e.g. January: trench collapse, February: flooding etc. and practiced/tested with all persons on site at the time, participating.

12.6 Training

The contents and syllabus 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.

12.6.1 General Induction Training

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

12.6.2 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.

12.6.3 Other Training

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

All employees in jobs requiring training in terms of the Act and Regulations must be in possession of valid proof of training as follows:

Occupational Health and Safety Training Requirements: (as required by the Construction Regulations and as indicated by the Health and Safety Specification Document & the Risk Assessment/s and recommendations by the Health and Safety Committee):

- * General Induction (Section 8 of the Act)
- * Site/Job Specific Induction (also visitors) (Sections 8 & 9 of the Act)
- * Site/Project Manager
- * Construction Supervisor
- * OH&S Representatives (Section 18 (3) of the Act)
- * Training of the Appointees indicated in 12.6.1 & 12.6.2 above
- * Operators & Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 23)
- * Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction Regulation 29)
- * As a minimum basic First Aid to be upgraded when necessary (General Safety Regulations 3)
- * Storekeeping Methods & Safe Stacking (Construction Regulation 28)
- * Emergency, Security and Fire Co-ordinator

12.7 Accident and Incident Investigation

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)

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

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.

The Principal Contractor is responsible for the investigation of all road traffic 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.

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.

12.8 H&S Representatives (SHE-Reps – ‘safety, health & environment’) and H&S Committees

12.8.1 Designation of H&S Representatives (‘SHE – Reps’)

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

H&S Representatives have to be designated 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.

12.8.2 Duties and Functions of the H&S Representatives

The Principal Contractor must ensure that the designated H&S Representatives conduct at least a weekly inspection of their respective areas of responsibility using a checklist and report thereon to the Principal Contractor, after which these reports shall be consolidated for submission to the Health and Safety Committee.

H&S Representatives must be included in and be part of accident/incident investigations.

H&S Representatives shall be members of at least one H&S Committee and must attend all meetings of that H&S committee.

12.8.3 Establishment of H&S Committee(s)

The Principal Contractor must establish H&S Committees consisting of designated H&S Representatives together with a number of 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, the following Agenda for the first meeting. Thereafter the H&S Committee shall determine its own procedures as per the previous paragraph.

Agenda:

- 1) Opening and determining of chairmanship (only when necessary)
- 2) Minutes of Previous Minutes
- 3) Observations
- 4) Program and Safety considerations
- 5) Hygiene
- 6) Housekeeping improvement
- 7) Incidents & Accidents / Injuries
- 8) Registers:
 - a H&S Rep. Inspections
 - b. Matters of First Aid
 - c. Ladders
 - d. Portable Electric Equipment

- e. Fire Equipment
- f. Explosive Power Tools
- g. Power Hand tools
- h. Incident! Report Investigation
- i. Personal Protective Equipment
- 9) Safety performance Evaluations
- 10) Education & Safety promotion program
- 11) First Aid Officials and training in First Aid
- 12) Demarcation of work- /hazardous-/safe areas/walkways
- 13) Posters and signage
- 14) Environmental preservation and conservation
- 15) Specific training programmes
- 16) General
- 17) Date of Next Meeting
- 18) Closing

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) have to be developed by the Principal Contractor:

- * Site Establishment including:
 - o Office/s
 - o Secure/Safe Storage and storage areas for materials, plant & equipment
 - o Ablution facilities
 - o Vehicle access to the site
- * Boundary & Access control/Public Liability Exposures (Remember: the Employer is also responsible for the OH&S of non-employees affected by his/her work activities.)
- * Health risks arising from neighboring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning, allergies etc.
- * Exposure to Noise
- * Exposure to Vibration
- * Protection against dehydration and heat exhaustion
- * Protection from wet & cold conditions
- * Dealing with Covid-19 requirements
- * Dealing with HIV/Aids and other diseases as per specific programme provided by the client and/or its Agent on its behalf
- * Use of Portable Electrical Equipment including:
 - o Angle grinder
 - o Electrical Drilling machine
 - o Skill saw
- * Welding including:
 - o Arc Welding
 - o Gas welding
 - o Flame Cutting
 - o Use of Gas torches and appliances
- * Loading & Offloading of Trucks

- * Aggregate/Sand and other Materials Delivery
- * Manual and Mechanical Handling
- * Lifting and Lowering Operations
- * Use and Storage of Flammable Liquids and other Hazardous Substances – the client and/or its Agent on its behalf to be informed of this prior to commencing of the project
- * As discovered by the Principal Contractor’s hazard identification exercise
- * As discovered from any inspections and audits conducted by the Client and/or its Agent on its behalf or by the Principal Contractor or any other Contractor on site
- * As discovered from any accident/incident investigation.

13.1 The following are in particular requirements which will form basis for compliance on/ during Audits

1. Administrative & Legal Requirements
2. Education, Training & Promotion
3. Public Safety & Emergency Preparedness
4. Personal Protective Equipment
5. Housekeeping
6. Ladders
7. Electrical Safeguarding
8. Emergency/Fire Prevention & Protection
9. Excavations & Demolition
10. Tools
11. Transport & Materials Handling
12. Site Plant & Machinery
13. Plant & Storage Yards/Site Workshops Specifics
14. Health & Hygiene
15. Economics

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

14.1 Administrative & Legal Requirements

OHS Act Section/ Regulation	Subject	Requirements
Construction. Regulation 4	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 Compens. Insurer	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5(1)(b)	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 9	*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 other person/s by CEO.
Construction. Regulation 8(7)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor with job description
Construction. Regulation 8(8)	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 competent 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 (Sub-)Contractors 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 16	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept
Construction. Regulation 22/ 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 Log Book 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
Construction. Regulation 24/Electrical Machinery Regulations 9 & 10/ Electrical Installation Regulations	*Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools, electric lights and extension leads must be uniquely identified/numbered.

		Weekly visual inspection by User/Issuer/Storeman. Register kept.
Construction. Regulation 29/ 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 <i>register</i> . Inspected weekly. Inspection Register kept Serviced annually
General Safety Regulation 3	*First Aid	Every workplace provided with sufficient number of 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 Cutting Equipment	Competent Person/s with specific knowledge and experience designated to 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
Hazardous Chemical Substances (HCS) Regulations	*Control of Storage & Usage of HCS and Flammables	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) Written Proof of Competence of above appointee

		available on Site Risk Assessment carried out Register of HCS kept/used on Site Separate, purpose made storage available for full and empty containers
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

14.2 Education, Training and Medical Examination (Employees)

Subject	Requirement
*Company OH&S Policy Section 7(1)	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
*Company/Site OH&S Rules (Section 13(a))	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules.
*Induction & Task Safety Training (Section 13(a))	All new employees receive OH&S Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
*General OH&S Training (Section 13(a))	All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.
*Occupational Health & Safety Promotion	<u>Incident Experience Board indicating e.g.</u> * No. of hours worked without an Injury * No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly Employee Notice Board for OH&S Notices. Site OH&S Competition. Company OH&S Competition. Participation in Regional OH&S Competition Suggestion scheme.
*Medicals Examination	All Employees must undergo medical check up before their engagement on this project, as required by law.

14.3 Public Safety, Security Measures & Emergency Preparedness

Subject	Requirement
*Notices & Signs	Notices & Signs at entrances / along perimeters indicating “No Unauthorised Entry” . Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. “Visitors to report to the Site Office” Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. General Warning Signs Construction Notice Board, showing project professional team, client, etc.
Site Safeguarding	Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site.
*Emergency Preparedness	Emergency contact numbers displayed and made available to Security & Guard Emergency Evacuation instructions posted up on all notice boards (including employees’ notice boards) Emergency contingency plan available on site/in yard Doors open outwards/unobstructed Emergency alarm audible all over (including in toilets)
*Emergency Drill & Evacuation	Adequate No. of employees trained to use Fire Fighting Equipment. Emergency Evacuation Plan available, displayed and practiced. (See Section 1 for Designation & Register)

14.4 Personal Protective Equipment

Subject	Requirement
*PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
*Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
*Foot Protection	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
*Eye and Face Protection	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: * Jack/ Kango Hammers * Angle / Bench Grinders * Electric Drills (Overhead work into concrete / cement / bricks) * Explosive Powered tools * Concrete Vibrators / Pokers * Hammers & Chisels * Cutting / Welding Torches * Cutting Tools and Equipment * Guillotines and Benders * Shears * Sanders and Sanding Machines * CO2 and Arc Welding Equipment * Skill / Bench Saws * Spray Painting Equipment etc.

*Hearing Protection	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: * Jack / Kango Hammers * Explosive Powered Tools * Wood/Aluminium Working Machines e.g. saws, planers, routers
*Hand Protection	<u>Protective Gloves</u> worn by employees handling / using: * Cement / Bricks / Steel / Chemicals * Welding Equipment * Hammers & Chisels * Jack / Kango Hammers etc.
*Respiratory Protection	Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: * Dry cement * Dusty areas * Hazardous chemicals * Angle Grinders * Spray Painting etc.
*Protective Clothing	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.
*PPE Issue & Control	Identified Equipment issued free of charge. All PPE maintained in good condition. (Regular checks). Workers instructed in the proper use & maintenance of PPE. Commitment obtained from wearer accepting conditions and to wear the PPE. Record of PPE issued kept on H&S File. PPE remain property of Employer, not to be removed from premises GSR 2(4)

14.5 Housekeeping

Subject	Requirement
*Scrap Removal System	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage (See Section 1 for Designation & Register)	<u>Stacking:</u> * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. <u>Storage:</u> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control.

	* Storage areas free from weeds, litter etc.
*Waste Control/Reclamation	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Sub-contractors (Housekeeping)	Sub-contractors are required to comply with Housekeeping requirements.

14.6 Ladders

Subject	Requirement
*Physical Condition / Use & Storage	Stepladders - hinges/stays/braces/stiles in order. Extension ladders - ropes/rungs/stiles/safety latch/hook in order. Extension / Straight ladders secured or tied at the bottom / top. No joined ladders used Wooden ladders are never painted except with varnish Aluminium ladders NOT to be used with electrical work All ladders stored on hooks / racks and not on ground. Ladders protrude 900 mm above landings / platforms / roof. Fixed ladders higher than 5 m have cages/Fall arrest system

14.7 Electricity (as part of, or additional to the manual “Safety & Switching Procedures for Electrical Installations”- see attached document)

Subject	Requirement
*Electrical Distribution Boards & Earth Leakage	Colour coded / numbered / symbolic sign displayed. Area in front kept clear and unobstructed. Fitted with inside cover plate / openings blanked off / no exposed “live” conductors / terminals/Door kept close Switches / circuit breakers identified. Earth leakage protection unit fitted and operating. Tested with instrument: Test results within 15 – 30 milliamps Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door Apertures and openings used for extension leads to be protected against the elements and especially rain
*Physical condition of Electrical Appliances & Tools	<u>Electrical Equipment and Tools:</u> (includes all items plugging in to a 16 Amp supply socket) Insulation / casing in good condition. Earth wire connected/intact where not of double insulated design Double insulation mark indicates that no earth wire is to be connected. Cord in good condition/no bare wires/secured to machine & plug. Plug in good condition, connected correctly and correct polarity.

14.8 Emergency and Fire Prevention and Protection

Subject	Requirement
*Fire Extinguishing Equipment and Positioning	Fire Risks Identified and on record <u>The correct and adequate Fire Extinguishing Equipment available for:</u> * Offices * General Stores * Flammable Store * Fuel Storage Tank/s and catchment well * Gas Welding / Cutting operations * Where flammable substances are being used / applied. * Equipment Easily Accessible
*Maintenance	Fire equipment checked minimum monthly, serviced yearly
*Location & Signs	<u>Fire Extinguishing Equipment:</u> * Clearly visible * Unobstructed * Signs posted including “No Smoking” / “No Naked Lights” where required. (Flammable store, Gas store, Fuel tanks etc.)
* Storage Issue & Control of Flammables (incl. Gas cylinders)	Storage Area provided for flammables with suitable doors, ventilation, bund etc. Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied Only sufficient quantities issued for one task or one day’s usage Separate, special gas cylinder store/storage area. Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated. Types of Gas Cylinders clearly identified as well as the storage area and stored separately. Full cylinders stored separately from empty cylinders. All valves, gauges, connections, threads of all vessels to be checked regularly for leaks. Leaking acetylene vessels to be returned to the supplier IMMEDIATELY .
*Storage, Issue & Control of Hazardous Chemical Substances (HCS)	HCS storage principles applied: products segregated Only approved, non-expired HCS to be used Only the prescribed PPE shall be used as the minimum protection Provision made for leakage/spillage containment and ventilation Emergency showers/eye wash facilities provided HCS under lock & key controlled by designated person Decanted/issued in containers as prescribed with information/warning labels Disposal of unwanted HCS by accredited disposal agent No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site All vessels or containers to be regularly checked for leaks

14.9 Tools

Subject	Requirement
*Hand Tools	<p><u>Shovels / Spades / Picks:</u></p> <ul style="list-style-type: none"> * Handles free from cracks and splinters * Handles fit securely * Working end sharp and true <p><u>Hammers:</u></p> <ul style="list-style-type: none"> * Good quality handles, no pipe or reinforcing steel handles. * Handles free from cracks and splinters <p>Handles fit securely</p> <p><u>Chisels:</u></p> <ul style="list-style-type: none"> * No mushroomed heads / heads chamfered * Not hardened * Cutting edge sharp and square <p><u>Saws:</u></p> <ul style="list-style-type: none"> * Teeth sharp and set correctly * Correct saw used for the job
*Explosive Powered Tools.	<p>Only used by trained / authorised personnel.</p> <p>Prescribed warning signs placed / displayed where tool is in use.</p> <p>Work area must be properly isolated/demarcated during use of tool.</p> <p>Inspected at least monthly by competent person and results recorded.</p> <p>Issue and return recorded including cartridges / nails and unused cartridges / nails / empty shells recorded.</p> <p>Cleaned daily after use.</p>

14.10 Site Plant and Machinery

Subject	Requirement
Brick Cutting Machine	<p>Operator Trained.</p> <p>Only authorised persons use the machine.</p> <p>Emergency stop switch clearly marked and accessible.</p> <p>Area around the machine dry and slip/trip free/clear of off-cuts</p> <p>All moving drive parts guarded/electrical supply cable protected</p> <p>Operator using correct PPE - eye/face/hearing/foot/hands/body.</p>
*Electric Arc Welder	<p>Welder Trained.</p> <p>Only authorised / trained persons use welder.</p> <p>Earth cable adequately earthed to work.</p> <p>Electrode holder in good condition/safe</p> <p>Cables, clamps & lugs/connectors in good condition.</p> <p>Area in which welding machine is used is dry/protected from wet.</p> <p>Welder using correct PPE - eye/ face/foot/body/respirator.</p> <p>Correct transparent screens & warning signs placed</p>
*Compressors	<p>Relief valves correctly set and locked / sealed.</p> <p>Maximum Safe Working Pressure (MSWP) indicated on face of pressure gauge: not on glass cover.</p> <p>All drives adequately guarded.</p> <p>Receiver/lines drained daily</p> <p>Hoses good condition/clamped, not wired</p> <p>Compressed air NEITHER used to dust off clothing/PPE/ and work areas NOR on bare skin</p>

*Gas Welding / Flame Cutting Equipment	Only authorised/trained persons use the equipment. Torches and gauges in good condition. Flashback arrestors fitted at cylinders and gauges. Hoses in good condition/correct type/all connections with clamps Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure. All cylinders regularly checked for leaks, leaking cylinders returned immediately Fire prevention/control methods applied/hot work permits
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14.11 Workplace Environment, Health and Hygiene

Subject	Requirement
*Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
*Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
*Noise	Tasks identified where noise levels exceed 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
*Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
*Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Sufficient showers provided. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Lock-up changing facilities / area provided. Ablution facilities kept hygienic and clean.
*Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
*Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable

15. THE PRINCIPAL CONTRACTOR'S GENERAL DUTIES

The Principal Contractor shall at all times 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.

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 No. R1010 dated 18 July 2003.

The Principal Contractor is specifically referred to the following elements of the Construction Regulations:

- | | |
|-------------------|--|
| Regulation No. 1 | - Definitions |
| Regulation No. 2 | - Scope of application |
| Regulation No. 3 | - Notification of construction work |
| Regulation No. 5 | - Principal Contractor and Contractor |
| Regulation No. 6 | - Supervision of construction work |
| Regulation No. 7 | - Risk Assessment |
| Regulation No. 26 | - Stacking & Storage on construction sites |
| Regulation No. 28 | - Construction welfare facilities |
| Regulation No. 29 | - Approved Inspection authorities |
| Regulation No. 30 | - Offences and penalties |

This list must not be taken to be exclusive or exhaustive!

The Principal Contractor shall ensure compliance to the Act and its Regulations and specifically to the above regulations, and document each record in the Health and Safety File.

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

The following 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:

- | | |
|-------------------|--|
| Regulation No. 24 | - Electrical installations and machinery on construction sites |
|-------------------|--|

- | | |
|-------------------|--|
| Regulation No. 25 | - Use and temporary storage of flammable liquids on construction sites |
| Regulation No. 26 | - Water environments |
| Regulation No. 27 | - Housekeeping on construction sites |
| Regulation No. 29 | - Fire precautions on construction sites. |

This list must not be taken to be exclusive or exhaustive!

All of 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

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: -

- (i) The latest issue of SABS 0142: "Code of Practice for the Wiring of Premises"
- (ii) 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
- (iii) The Fire Brigade Services Act 1987, Act 99 of 1987 as amended
- (iv) The National Building Regulations and Building Standards Act 1977 (Act 103 of 1977) as amended and relevant proclaimed Regulations (SABS 0400)
- (v) The Post Office Act 1958 (Act 44 of 1958) as amended
- (vi) The Electricity Act 1984, Act 41 of 1984
- (vii) 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
- (viii) Legislation pertaining to water usage and the environment
- (ix) Legislation governing the use of equipment, which may emit radiation (e.g. X-Rays etc.)
- (x) Common Law

Legal Liabilities

Common Law and Legislation

Based on two main criteria –

- Would the reasonable person have foreseen the hazard?
That is a reasonable person in that specific position, taking experience, qualifications, authority, position in the organization etc. into consideration
- Would the reasonable person have taken precautionary measures (action) to prevent or limit the hazard?

Negligence can be proven on failure on **any** or **both** of the above criteria

(There may not necessarily be a relationship between criminal and civil liability!)

19. HOUSE KEEPING

Good housekeeping will be maintained at all times as per Construction Regulation 27. 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.

Particular emphasis is to be placed on the following crucial elements of a construction site:

- Phase priorities and production/plant layout
- Enclosures
- Storage facilities
- Effective, sufficient and maintained lighting or illumination
- Principal sources of injuries e.g. stairways, runways, ramps, loose building material
- Oil, grease, water, waste, rubble, glass, storm water
- Colour coding
- Demarcations
- Pollution
- Waste disposal
- Ablution and hygiene facilities
- First aid

This list must not be taken to be exclusive or exhaustive!

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.

20. LOCKOUT SYSTEMS - *ELECTRICAL!*

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. INCIDENT INVESTIGATION

Inspection and reporting is the best way in which a responsible contractor can control his area of responsibility. All incidents therefore, irrespective of whether it gave rise to loss, injury, damage or not, shall be investigated and the results recorded in the Health and Safety File. (attached GAR 9)

22. PENALTIES

Should, at any time, the works or part of the works, be stopped due to unsafe acts or non-compliance with the Client or Principal Contractor (PC) nor any other Contractor or SMME shall have a claim for extension of time or any other compensation.

In cases of repetitive non-conformances, the non-conforming party shall be penalized as per the table below:

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

Minor: Fine: R50 / count	Medium: Fine: R500 / count and non-conformance	Severe: Fine: R5000 / count, a non-conformance and or activity stoppage
Non-use of basic PPE supplied (e.g. Overalls, Safety Shoes, Hardhats, Dust Masks etc) per person	Toilets not supplied or regularly serviced as per the specification and lack of pure drinking water	Contractor working without OHS Plan being Approved
Non-completion of registers for plant, equipment and machinery	Contractors not audited	Workers transported in contravention of the OHS Plan or legal requirements
Lack of OHS signage at work areas	Working without training or appropriate OHS Method Statement / SWP / HIRA	Invalid or expired letter of good standing with licensed Compensation Insurer
Tools and equipment identified in poor condition during inspections or audits	Non-conformances identified during the previous audit and not addressed within the agreed time frame	Allow people to work at heights without proper training and PPE
	No internal monthly audit and report in the file	Fall arrest harness not tied off or worn when a risk of falling exist
	No medical certificates of fitness done by an Occupational Health Practitioner	Threat to the OHS of persons
	Unsafe work on excavations	3 rd Offence on Unsafe Work on Excavations
	Poor housekeeping	Failure to submit SHE report, DIFR and relevant documents monthly

23. 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:

- 1 List of appointments
- 2 List of record keeping responsibilities
- 3 Inspection checklist

These lists and documents are to be used as a point of reference to determine which components of the Act would be applicable to a particular site or task or project, as was intended under paragraph 1 (“Preamble”) above.

1. LIST OF APPOINTMENTS

<i>ITEM</i>	REGULATION	APPOINTMENT	RESPONSIBLE PERSON
1.	5(1)(k)	Principal contractor for each phase or project	Client
2.	7(1)(c)	Contractor	Principal Contractor
3.	7(1)(v)	Contractor	Contractor
4.	8(7)	Construction supervisor	Contractor
5.	8(8)	Construction supervisor sub-ordinates	Contractor
6.	8(5)	Health and Safety Officer	Contractor
7.	9(1)	Person to Carry Out Risk Assessment	Contractor
8.	9(3)	Trainer/Instructor	Contractor
9.	29 (h)	Fire Equipment Inspector	Contractor

LIST OF RECORD KEEPING RESPONSIBILITIES

<i>ITEM</i>	<i>CR</i>	<i>RECORD TO BE KEPT</i>	RESPONSIBLE PERSON
1.	4(1)	Notification to Provincial Director – Annexure A Available on site	Principal Contractor
2.	5(3)	Copy of Principal Contractor’s Health & Safety Plan Available on request	Client
3.	5(6)	Copy of Principal Contractor’s Health & Safety Plan As well as each Contractor’s Health & Safety Plan Available on request	Principal Contractor
4.	5(7)	Health and Safety File opened and kept on site (including all documentation required i.t.o. OHS & Regulations) Available on request	Every Contractor
5.	5(8)	Consolidated Health and Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHS & Regulations and records of all drawings, designs, materials used and similar information on the structure	Principal Contractor

6.	5(9)	Comprehensive and Updated List of all Contractors on site, the agreements between the parties and the work being done Included in Health and Safety file and available on request	Principal Contractor
7.	8(7)	Keep record on the Health and Safety File of the input by Construction Safety Officer [CR 8 (7)] at design stage or on the Health and Safety Plan	Contractor
8.	9(2)	Risk Assessment - Available on site for inspection	Contractor
9.	9(9)	Proof of Health and Safety Induction Training	Every Employee on site
10.	9(2)(b)	Inform contractor in writing of dangers and hazards relating to construction work	Designer of Structure
11.	27(l)	Fire Evacuation Plan	Contractor







INSPECTION CHECKLIST

Employer Particulars	
Employer:	
Registered Name of Enterprise:	
Trade Name of Enterprise:	
Business entity Registration No.:	
SARS Registration No.:	
UIF Registration No.:	
COIDA Registration No.:	
Relevant SETA for EEA purposes:	
Industry Sector:	
Bargaining Council:	
Contact Person:	
Address of Premises:	
Postal Address:	
Telephone Number:	
Fax Number:	
E-mail Address:	
Chief Executive Officer:	
Chief Executive Officer Address:	
Competent Person:	
Maximum power demand: in KW	
Health and Safety Representatives:	
Activities, products manufactured and/ services rendered:	
Raw materials, materials and chemical/ biological substances:	
Total Number of Employees:	Male: Female:

Contractor Particulars	
Contractors:	
Site Address:	
Contracts Manager:	
Managing Director:	
Competent Persons:	
CR16: SCAFFOLDING:	
CR10(1)(a): FALL PROTECTION:	
CR13(1)(1): EXCAVATION WORK:	
CR28(a): STACKING	

24. IMPORTANT CONTACT DETAILS

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

	SERVICE	NUMBER	CONTACT PERSON
	Hospital/ Near		
	By Clinic		
	Ambulance		
	Water		
	Electricity		
	Police		
	Fire Brigade		
	Engineer		
	SHE Agent		
	Client		

25. PRELIMINARY RISK ASSESSMENT

ACTIVITY	HAZARD	CONTROL MEASURE
Existing services and environmental concerns	<p>Damaging to existing structures</p> <p>Damaging existing water pipes</p> <p>Damaging to existing electrical cables and connections</p> <p>Damage to environmental matters i.e. spillages, graves, trees etc</p>	Appointment of safety officer and site supervisor
Site Clearance and Establishment	Moving plant/machinery striking persons, moving of material by employees, noise and dust	Appointment of construction site supervisor
Demolition of the structure by manual or machinery	<ul style="list-style-type: none"> • Inhalation of dust • Falling of material 	<ul style="list-style-type: none"> • Filling of mobile plant registers or checklist regularly • Toolbox talks sessions will be conducted prior commencement of the activity to all employees on site
House keeping	slips, trips and falls	<ul style="list-style-type: none"> • appointment of a person responsible to supervise housekeeping • housekeeping registers be filled regularly on a daily basis
Use of ladders and trestle ladders	<ul style="list-style-type: none"> • Collapse of structure • Fall of employees from ladder, trestle or scaffold • Fall of material • Fall of ladder, trestle or scaffold 	<ul style="list-style-type: none"> • Appointment of ladder, trestle or scaffold supervisor • Employees working on scaffold, ladders or trestle be deemed fit to work at heights • Daily filling of registers • Areas be barricaded
Storage and Staking	Collapse of stack material and falling to people	Appointment of stacking and storage supervisor to supervise this work. The supervisor will ensure:

		Stacks are built only on dry, level and firm ground, the height of stack will not be more than three times the width of the base on its narrowest side, stacks will be bonded, no stack will obstruct exists routes or signs nor fire fighting equipment
Hazardous Chemical Substances	Burning of employees, employees infected by chemicals	Appointment storage and stacking supervisor, chemicals to be stored as per its requirements, chemicals have to be placed categorically
Disposal of unwanted or useless Material	Grabble will be disposed in an area that has been designated to dispose such material. Letter from the authority allowing that should be presented by the Contractor.	Site Supervisor to manage this activity and a letter to dispose material from authorities be acquired.
Social welfare facilities	Dehydration, diarrhoea etc	Provide clean drinking water and toilets for male and females

26. THE CONTRACTOR SHALL MEET THESE REQUIREMENTS PRIOR TO HEALTH AND SAFETY FILE APPROVAL AND COMMENCEMENT WITH CONSTRUCTION WORKS

1. Letter of good standing (valid)
2. Report to DOL of the intention to commence with construction works
3. Provide health and safety policies and sign off by Business entity CEO
4. Provide a health and safety plan and signed for
5. Provide legal appointment letters and sign off and accepted by appointees
6. Provide risk assessment and sign off
7. Provide safe working procedures and sign off
8. Provide fall protection plan and sign off
9. Provide competencies of appointed personnel
10. Appointment of a full time or part-time safety officer and its full details including CV or Company Profiles and qualifications
11. Provide incident, evacuation and flammables plan and sign off

12. Provide emergency telephone numbers
13. Provide registers or checklists
14. Provide incident forms
15. Proof of training of safety representatives and first aiders by an accredited institution
16. Provide health and safety populated Organogram
17. Provide Medicals for all employees done by Occupational Health Practitioner

27. THE FOLLOWING EQUIPMENT SHOULD BE ON SITE AT ALL TIMES

1. FIRST AID BOX
2. FIRST AID CERTIFICATE SHOULD BE DISPLAYED AT THE SITE OFFICE
3. SAFETY REPRESENTATIVE CERTIFICATE SHOULD BE DISPLAYED AT THE SITE OFFICE AT ALL TIMES
4. EMERGENCY TELEPHONE NUMBERS TO BE DISPLAYED AT THE SITE OFFICE AT ALL TIMES
5. FIRE EXTINGUISHER (4.5 OR 9 KG-VALID) TO BE ON SITE AT ALL TIMES
6. HEALTH AND SAFETY WALL CHART (OHS ACT NO.85 OF 1993) TO BE DISPLAYED ON SITE AT ALL TIMES
7. DRAWINGS OF THE STRUCTURE TO BE DISPLAYED ON SITE AT ALL TIMES
8. PROGRAMME OF WORKS TO BE DISPLAYED ON SITE AT ALL TIMES
9. HEALTH AND SAFETY SIGN BOARDS TO BE DISPLAYED AT STRATEGIC PLACES ON SITE i.e. SITE OFFICE, VISITORS TO REPORT TO SITE OFFICE, STOREROOM etc

28. EXPECTATIONS BY THE CLIENT FROM THE PRINCIPAL CONTRACTOR

- 1. The Principal Contractor will be required to price for all health and safety costs for the relevant requirements when submitting the Tender Document
- 2. The Principal Contractor shall appoint a Competent Safety Officer with Samtrac / Shemtrac / Nebosh / 3 Weeks Indepth Training/s will be acceptable and costs shall form part of all health and safety costs which include site visit, attending progress meetings, updating health and safety file monthly etc
- 3. The Principal Contractor shall also submit monthly health and safety reports to the Client or Client’s Agent
- 4. The Principal Contractor shall also include the pricing of Personal Protective Equipment for its employees
- 5. The Principal Contractor shall include pricing for safety representatives and first aiders
- 6. The Principal Contractor shall include health and safety file costs in the bill of quantities.

It is under these requirements that seek to enforce health and safety acts and regulations that the Client has developed this health and safety specification to ensure that it (H & S spec) acts as the guideline in assisting the Principal Contractor to formulate health and safety plan. The Client therefore, make a point that the Principal Contractor abides by all that has been entailed in this Specification and no compromises will be made that will be in violation of this specification. The Client shall ensure that the Principal Contractor has appointed a Safety Officer to manage its health and safety on site and the costs thereof shall be added by the Principal Contractor in his Bid document.

After reading all of the aforementioned requirements, the Tenderer (Principal) when submitting his Tender Document shall sign underneath as having read and accepting all the requirements mentioned, and by so doing, the Tenderer (Principal) shall be held accountable and responsible for all health and safety practices on site once appointed.

I,representing

..... (Tenderer’s Name) as the Director or Managing Member or a Member of the Company hereby abide myself to act fully as the OHS Act No. 85 of 1993 and Construction Regulations requires me to do in ensuring health and safety compliance in my awarded project as paramount. I also surrender myself to be held accountable and responsible for any ignorance and misrepresentation of these Acts and Regulations and required actions shall be placed upon me.

_____ **DATE:** / /
SIGNATURE THE TENDERER (PRINCIPAL)

C3.3: CONTRACTORS REPORT

PART: 1

CONTRACTOR MONTHLY REPORT

Project No: **Project Name:**.....

Contract No:

Contractor Name:

Claim No: **For Period Ending:**

Date of Report:

The Contractors Monthly Report comprises an integral part of the Contractors Payment Claim and processing of the payment claim is not permitted without this report also being submitted i.e.

“NO REPORT – NO PAYMENT”.

Attachments:

- Part 2 Overall Project Worker Schedule: Schedule of all local labourers employed since the start of the project
- Part 3 Weekly Task Wage Register
- Part 4 Local Labour Schedule

OVERALL PROJECT WORKER SCHEDULE (local labourers only) Contract No: PART 2

Project No.

Project Name:

Month of Report:

Sheet: of

Names of all **Local Workers** employed **at any time on the project** are to be entered in the table below irrespective of how long they worked on the project.

No.	Name of Local Labourer	Identity Number	Month Worker Started	Age	Tick if Yes									Place a tick in the box which corresponds to the Gender and Age of the Worker				
					Female Head of Household with Dependants	Disabled	Labourer	Semi-Skilled	Skilled	Supervisor	Clerical	Managerial	Professional	Women		Men		
														Over 35 yrs 2A	35 yrs & under 2B	Over 35 yrs 2C	35 yrs & under 2D	
Totals for this sheet																		Total No. of workers Employed on the Project
Totals from previous sheet																		
Totals carried forward																		
					(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N) = (J+K+L)

Completed by: Name: Signature..... Capacity Date.....

WEEKLY TASK WAGE REGISTER (local labourers only) Contract No:

PART 3

Project No. Project Name: Week Ending: Sheet. of

Entries in this portion to be completed by Foreman									Entries in this portion to be Completed by Contractor					
No.	Name of local worker	Day Tasks Worked							Payment					
		Mon	Tue	Wed	Thu	Fri	Sat	Sun	Total DAY TASKS worked this week	Rate per DAY TASK	Total Payment due to Worker	Workers signature on receipt of Payment	Date Payment Received by Worker	
Totals This Sheet														
Totals Brought Forward From previous Sheet														
Totals Carried Forward														
									(A)		(B)			

Completed by: Name: Signature: Capacity: Date:

LOCAL LABOUR AND MATERIAL SCHEDULE

PART 4

Contract No: Date of Report:
 Project No: Project Name:
 Claim No: For Period Ending:
 Contractor Name:

1. Summary of Day Tasks worked and Amount Spent on Local Labour this month

Week No.	Week Ending	Total Day Tasks / Person Days Worked	Total Amount Paid
		(Total of (A) from Form 4 for each week)	(Total of (B) from Form 4 for each week)
1			R
2			R
3			R
4			R
5			R
6			R
7			R
8			R
9			R
Total			R

Transfer to 2 in table below

2. Summary of Amount Spent on Local Labour to date

1. Previous Amount Spent on Local Labour (From previous claim)	R
2. Amount Spent on Local Labour this month (From Total above)	R
3. Total Amount Spent on Local Labour to date (3)=(1+2)	R

3. Local Labour Schedule

Summary of Local Labour Employed	No. of local workers who worked on the project to date (From Part 2)	% of Total
Columns refer to Columns in Part 2		
1. Total No. of individual local workers who have worked on the Project (Column N)		100%
10. How many of the Total No. are local youth (35 yrs and under) (Column B & D)		
11. How many of the Total No. are local women (Column A + B)		

**4. Summary of Amount Spent on Material to Date
(Cumulative)**

Item	This Month	Total to date
1. Material from Emfuleni Local Municipality		
2. Material from Sedibeng District Municipality		
3. Material from Outside Gauteng Province		
4. Material from other areas within the Gauteng		
Total Material		
Total material as percentage of contractor expenditure		
Total as percentage of contractor budget		

5. Training of Local Workers

Category of training	Name of course	No. trained	Days trained	Comments on progress
(a) Technical training for implementation	Bricklaying	N/A	N/A	N/A
	Carpentry			
	Plumbing	N/A	N/A	N/A
	Fencing	N/A	N/A	N/A
	Plastering	N/A	N/A	N/A
	Painting	N/A	N/A	N/A
	House Building	N/A	N/A	N/A
	Handyman	N/A	N/A	N/A
	Electrical			
(b) Institutional training for local management beyond construction				
(c) Technical training for OMM				
(d) Institutional training for implementation				
(e) HIV/ Aids etc.				
Other – Please specify				
Total				

Completed by:

Name

Signature

Capacity

Date

C3.4: SCHEDULE OF CERTIFICATES OF COMPLIANCE REQUIRED

- Electrical C.O.C
- Health and Safety File
- Labour File

Part C4: SITE INFORMATION

C.4.1: SITE INFORMATION

Project Title:	SUPPLY AND INSTALL GENERATORS FOR THE VANDERBIJLPARK RESIDENCE AND SEBOKENG (EDUCITY) RESIDENCE
Bid/Tender No.:	T11/2023

4.1 GENERAL

The site is located at the VUT in Vanderbijlpark Residence and Educity Residence at Sebokeng.

4.2 Ground Conditions

Not applicable.

4.3 Underground Services

Not applicable.

4.4 Environmental Issues

Contractors to be compliant to Environmental Management Act.

4.5 Adjacent Buildings

Work will take place in various existing Distribution Board and Mini-sub.

4.6 Location Map

Residence of the VUT in Vanderbijlpark as shown in Layout 1.
Residence of the VUT in Educity as shown in Layout 2

Layout 1: Site Layout



Layout 2: Site Location



C4.2: DRAWINGS

LIST OF DRAWINGS

E100-Rev.A - Vanderbijlpark Residence - Standby Generator No.1

E101-Rev.A - Vanderbijlpark Residence - Standby Generator No.2

E102-Rev.A – SEBOKENG (Educity) Residence - Standby Generator