

Quotation HS014/2024q

GEORGE MUNICIPALITY



QUOTATION NUMBER: HS014/2024q

**QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF
NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT THE
NEW HOUSING OFFICES**

ENQUIRIES: Mr. L Matshotyana YORK STREET GEORGE (044) 802 2022		<u>ISSUED BY:</u> THE CITY COUNCIL MUNICIPALITY OF GEORGE P O BOX 19 GEORGE 6530	
SUMMARY FOR QUOTATION OPENING PURPOSES			
NAME OF BIDDER:			
SUPPLIER DATABASE NO.: MAAA			
Total Rates (All Applicable Taxes Included):		R	
PREFERENCES CLAIMED FOR:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
B-BBEE certificates submitted with the quotation document <u>MUST</u> be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES			
QUOTATION CLOSES AT 12H00 ON MONDAY, 25 MARCH 2024			

BIDDER CONTACT DETAILS

This information shall be used for any correspondence or contact with the bidder.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

Name of Bidding Company:		Mark choice of correspondence with X
Postal Address:	..... ..... ..... ..... Postal Code:	
E-mail Address:	.....
Telephone Number:	.....
Cellular Number:	.....
Facsimile Number:	

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

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GENERAL TENDER INFORMATION

QUOTATION ADVERTISED	: Monday, 04 March 2024
COMPULSORY BRIEFING SESSION	: Thursday, 14 March 2024 at 10:00
VENUE FOR BRIEFING SESSION	: George Municipality, New Housing Offices, C/o St Johns and Varing Street
CLOSING DATE	: Monday, 25 March 2024
CLOSING TIME	: 12H00
LOCATION OF TENDER BOX	: Tender Box at the George Municipality, on the First Floor, Directorate: HUMAN SETTLEMENTS, Supply Chain Management Unit, Civic Centre, York Street, George.

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CONTENTS		Pg No.
PART T	The Tender	5
PART T1	Tender Procedures	6
T1.1	Quotation Notice and Invitation to Quote	6 – 7
T1.2	Tender Data	8 – 40
PART T2	Returnable Documents (All documents / schedules are returnable)	41
T2.1	List of Returnable Schedules Required for Tender Evaluation	42 – 51
T2.2	Other documents required for tender evaluation purposes	52 – 54
T2.2	Returnable Schedules that will be incorporated in the contract	55 – 58
PART C	The Contract	59
PART C1	Agreement and Contract Data	60
C1.1	Form of Offer and Acceptance	61 – 63
C1.2	Contract Data	64 – 65
C1.3	Objections and Complainants form	66 – 67
C1.4	Form of Guarantee	68
PART C2	Pricing Data	69
C2.1	Pricing Instructions	70
C2.2	Bill of Quantities	71 – 72
PART C3	Scope of Work	
C3	Scope of Work	73
PART C4	Health and Safety Specifications	74

GEORGE MUNICIPALITY

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THE NEW HOUSING OFFICES**

The Tender (Part T)

PART T1 Tender Procedures

- T1.1 Tender Notice and Invitation to Tender
- T1.2 Tender Data

PART T2 Returnable Documents (All documents / schedules are returnable)

- T2.1 List of Returnable Schedules Required for Tender Evaluation
- T2.1 Returnable Schedules
- T2.2 Other documents that will be incorporated into the contract
- T2.4 Returnable Schedules that will be incorporated in the contract

GEORGE MUNICIPALITY

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**QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
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THE NEW HOUSING OFFICES**

Quotation Notice and Invitation to Quote (T1.1)

<p>Kwotasies word hiermee ingewag vir die VERSKAF, AFLEWERING EN INSTALLERING VAN NUWE EN BESTAANDE, EIE VOORRAAD, LUGVERKOELINGSEENHEDE BY DIE NUWE BEHUISINGSKANTORE</p> <p>Voltooide kwotasies in 'n verseëelde koevert, duidelik gemerk:</p> <p>Kwotasie Nr.: HS014/2024q, moet voor Maandag, 25 Maart 2024 om 12:00 in die tender bus by die George Munisipaliteit, Eerste Vloer, Direkoraat: Finansiële Dienste, Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Geen kwotasies sal toegelaat word om in die tender bus geplaas te word na 12:00 nie. Kwotasies sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte kwotasies sal nie oorweeg word nie. Geen kwotasies per faks of e-pos sal aanvaar word nie.</p> <p>'n Verpligte terrein vergadering sal gehou word by die H/V St.Johns ene Varing Straat, Nuwe Behuisingskantore, George op Donderdag, 14 Maart 2024 om 10:00 gehou word.</p> <p>Indien die verpligte inligtingsvergadering nie bygewoon word nie, sal u kwotasie gediskwalifiseer word.</p> <p>Bieërs moet by die CIDB geregistreer wees en dit word geraam dat bieërs 'n graderingsvlak van <u>1ME of hoër</u> moet hê.</p> <p>Kwotasie dokumente is verkrygbaar teen 'n R60-95 nie-terugbetaalbare deposito by die Voorsieningskanaal Bestuurseenheid op die 1ste Vloer, Burgersentrum, Yorkstraat, George.</p> <p>Kwotasie dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.gov.za.</p> <p>Kwotasies sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte</p>	<p>Quotations are hereby invited for the SUPPLY, DELIVERY, AND INSTALLATION OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT THE NEW HOUSING OFFICES.</p> <p>Completed quotations in a sealed envelope, clearly marked:</p> <p>Quotation No.: HS014/2024q must be placed in the tender box at the George Municipality on the First Floor, Directorate: HUMAN SETTLEMENTS, Supply Chain Management Unit, Civic Centre, York Street, George by no later than 12:00 on Monday, 25 March 2024. Quotations are not allowed to be placed in the tender box after 12:00. Quotations will be opened on the same day in the Committee Room at 12:05. Late or unmarked quotations will not be considered. No quotations per fax or e-mail will be accepted.</p> <p>A compulsory site meeting will be held on Thursday, 14 March 2024 at 10:00, at the New Housing Office, C/O St. Johns and Varing Street, George.</p> <p>Non-attendance of the compulsory briefing session will disqualify your quotation.</p> <p>Bidders must be registered with the CIDB and it is estimated that bidders should have a grading designation of <u>1ME or higher</u>.</p> <p>Quotation documents are available at a non-refundable deposit of R60-95 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.</p> <p>Quotation documents are available on the George Municipality's website: www.george.gov.za, free of charge.</p> <p>Quotations will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE and Specific Goals.</p>
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The Tender Notice and Invitation to Tender

Part T1.1

<p>van die prys en 20 punte ten opsigte van B-BBEE en Spesifieke doelwitte toegeken sal word.</p> <p>Vir meer inligting, kontak Mnr. L. Matshotyana by (044) 802 2022.</p> <p>Die Munisipaliteit behou die reg voor om enige versoek vir 'n kwotasie terug te trek en/of te her-adverteer of enige kwotasie te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige kwotasie te aanvaar nie.</p> <p>'n "TCS PIN" vir bieërs se belasting nakoming inligting moet ingesluit wees by die kwotasie dokument.</p> <p>Dit sal van alle suksesvolle bieërs verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.</p> <p>DR M GRATZ MUNISIPALE BESTUURDER GEORGE MUNISIPALITEIT GEORGE 6530</p>	<p>For more information, contact Mr. L. Matshotyana at (044) 802 2022.</p> <p>The Municipality reserves the right to withdraw any invitation to quote and/or to readvertise or to reject any quotation or to accept a part of it. The Municipality is not bound to accept the lowest or any quotation.</p> <p>A TCS PIN for bidders' tax compliance information must be submitted with the quotation document.</p> <p>It will be required from all successful bidders to register on the Central Supplier Database (CSD).</p> <p>DR M GRATZ MUNICIPAL MANAGER GEORGE MUNICIPALITY GEORGE 6530</p>
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THE NEW HOUSING OFFICES
POINT OF GEORGE MUNICIPALITY**

Tender Data (T1.2)

Clause number	The conditions of Tender are the Standard Conditions of Tender as contained in the Construction Industry Development Board (CIDB) Standard for Uniformity in Engineering and Construction Works Contracts, August 2019 (See www.cidb.org.za). The Standard Conditions of Tender for Procurements 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 it 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.
C.1	General
C.1.1	Actions
C.1.1.1	The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In the dealings with each other, they shall discharge their duties and obligations as set out in C.2 and C.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.
C.1.1.2	<p>The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.</p> <p><i>Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result. 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.</i></p>
C.1.1.3	The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.
C.1.2	Tender Documents
	The documents issued by the employer for the purpose of a tender/quotation offer are listed in the tender data.
C.1.3	Interpretation
C.1.3.1	The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

C.1.3.2	These conditions of tender, the tender data and tender schedules which are required for tender evaluation purposes, shall form part of any contract arising from the invitation to tender/quote.
C.1.3.3	For the purposes of these conditions of tender, the following definitions apply: a) conflict of interest means any situation in which: i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially; ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee. b) comparative offer means the price after the factors of a non-firm price and all unconditional discounts it can be utilized to have been taken into consideration; c) corrupt practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; d) fraudulent practice means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels.
C.1.4	Communication and employer's agent
	Name: Mr. L. Matshotyana Address: C/O St. Johns and Varing Street, George Tel: (044) 802 2022 E-mail: imatshotyana@george.gov.za
C.1.5	Cancellation and Re-Invitation of Tenders
C.1.5.1	An employer may, prior to the award of the tender, cancel a tender if- a) due to changed circumstances, there is no longer a need for the engineering and construction works specified in the invitation; b) funds are no longer available to cover the total envisaged expenditure; or c) no acceptable tenders are received. d) there is a material irregularity in the tender process.
C.1.5.2	The decision to cancel a tender invitation must be published in the same manner in which the original tender invitation was advertised.
C.1.5.3	An employer may only with the prior approval of the relevant treasury cancel a tender invitation for the second time.
C.1.6	Procurement procedures
C.1.6.1	General
	Unless otherwise stated in the tender data, a contract will, subject to C.3.13, be concluded with the tenderer who in terms of C.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.
C.1.6.2	Competitive negotiation procedure
C.1.6.2.1	Where the tender data requires that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of C.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of C.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

C.1.6.2.2	<p>All responsive tenderers or at least a minimum of not less than three responsive tenderers that are highest ranked in terms of the evaluation criteria stated in the tender data shall be invited to enter into competitive negotiations based on the principle of equal treatment, keeping confidential the proposed solutions and associated information.</p> <p>Notwithstanding the provisions of C.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.</p>
C.1.6.2.3	At the conclusion of each round of negotiations, tenderers shall be invited by the employer to revise their tender offer based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.
C.1.6.2.4	The contract shall be awarded in accordance with the provisions of C.3.11 and C.3.13 after tenderers have been requested to submit their best and final offer.
C.1.6.3	Proposal procedure using the two stage-system
C.1.6.3.1	Option 1
	Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.
C.1.6.3.2	Option 2
C.1.6.3.2.1	Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.
C.1.6.3.2.2	The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data and award the contract in terms of these conditions of tender.
C.2	Tenderer's obligations
C.2.1	Eligibility
C.2.1.1	Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.
C.2.1.2	Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.
C.2.2	Cost of tendering
C.2.2.1	Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

Tender Data

Part T1.2

C.2.2.2	The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.	
C.2.3	Check documents	
	Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.	
C.2.4	Confidentiality and copyright of documents	
	Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.	
C.2.5	Reference documents	
	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.	
C.2.6	Acknowledge addenda	
	Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.	
C.2.7	Clarification meeting	
	Date: 14 March 2024 Starting time: 10H00	Location: New Housing Offices, C/O St. Johns and Varing Street, George.
C.2.8	Seek clarification	
	Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.	
C.2.9	Insurance	
	Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.	
C.2.10	Pricing the tender offer	
C.2.10.1	Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable fourteen (14) days before the closing time stated in the tender data.	
C.2.10.2	Show VAT payable by the employer separately as an addition to the tendered total of the prices.	
C.2.10.3	Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.	

Tender Data

Part T1.2

C.2.10.4	State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
C.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.
C.2.12	Alternative tender offers
C.2.12.1	Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.
C.2.12.2	Accept that an alternative tender offer must be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.
C.2.12.3	An alternative tender offer must only be considered if the main tender offer is the winning tender.
C.2.13	Submitting a tender offer
C.2.13.1	Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
C.2.13.2	Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
C.2.13.3	Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
C.2.13.4	Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
C.2.13.5	Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
C.2.13.6	Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

Tender Data

Part T1.2

C.2.13.7	Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
C.2.13.8	Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
C.2.13.9	Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.
C.2.14	Information and data to be completed in all respects
	Accept that tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as non-responsive.
C.2.15	Closing time
C.2.15.1	Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery. The closing time for submission of offers is at 12H00 on 25 March 2024.
C.2.15.2	Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.
C.2.16	Tender offer validity
C.2.16.1	The quotation offer validity period is 84 days
C.2.16.2	If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.
C.2.16.3	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.16.4	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted. If the validity period stated in C.2.16 lapses before the employer evaluating tender, the contractor reserves the right to review the price based on Consumer Price Index (CPI).
C.2.17	Clarification of tender offer after submission
	Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted. <i>Note: Sub-clause C.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.</i>

C.2.18	Provide other material
C.2.18.1	<p>Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment.</p> <p>Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.</p>
C.2.18.2	Dispose of samples of materials provided for evaluation by the employer, where required.
C.2.19	Inspections, tests, and analysis
	Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.
C.2.20	Submit securities, bonds and policies
	If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
C.2.21	Check final draft
	Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
C.2.22	Return of other tender documents
	If so, instructed by the employer, return all retained tender documents within twenty-eight (28) days after the expiry of the validity period stated in the tender data.
C.2.23	Certificates
	Include in the tender submission or provide the employer with any certificates as stated in the tender data.
C.3	The employer's undertakings
C.3.1	Respond to requests from the tenderer
C.3.1.1	Unless otherwise stated in the tender Data, respond to a request for clarification received up to five (5) working days before the tender closing time stated in the Tender Data and notify all tenderers who collected tender documents.
C.3.1.2	<p>Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:</p> <p>a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;</p> <p>b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or</p> <p>c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.</p>
C.3.2	Issue Addenda

	If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three (3) working days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who collected tender documents.
C.3.3	Return late tender offers
	Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.
C.3.4	Opening of tender submissions
C.3.4.1	The time and location for opening the tender offers is: 12H00 on 25 March 2024. The tender box at the George Municipality is on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, 71 York Street, George.
C.3.4.2	Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its BBBEE status level and time for completion for the main tender offer only.
C.3.4.3	Make available the record outlined in C.3.4.2 to all interested persons upon request.
C.3.5	Two-envelope system
C.3.5.1	Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.
C.3.5.2	Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on BBBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.
C.3.6	Non-disclosure
	Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.
C.3.7	Grounds for rejection and disqualification
	Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.
C.3.8	Test for responsiveness

C.3.8.1	Determine, after opening and before detailed evaluation, whether each tender offer properly received: a) complies with the requirements of these Conditions of Tender, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents.
C.3.8.2	A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would: a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work, b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
C.3.9	Arithmetical errors, omissions and discrepancies
C.3.9.1	Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
C.3.9.2	Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with C.3.11 for: a) the gross misplacement of the decimal point in any unit rate; b) omissions made in completing the pricing schedule or bills of quantities; or c) arithmetic errors in: (i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or (ii) the summation of the prices.
C.3.9.3	Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
C.3.9.4	Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows: a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.
C.3.10	Clarification of a tender offer
	Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.
C.3.11	Evaluation of tender offers

Tender Data

Part T1.2

	<p>Method 1: Price and Preference will be used.</p> <ol style="list-style-type: none"> 1. Score tender evaluation points for price. 2. Score points for BBEE and Specific Goals. <p>Add the points scored for price and BBEE and Specific Goals to two decimal places.</p>
C.3.11.1	General
	The employer must appoint an evaluation panel of not less than three persons conversant with the proposed scope of works to evaluate each responsive tender offer using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.
C.3.12	Insurance provided by the employer
	If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.
C.3.13	Acceptance of tender offer
	<p>Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:</p> <ol style="list-style-type: none"> a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement; b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract; c) has the legal capacity to enter into the contract; d) is not; insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act No. 2008, bankrupt or being wound up, has his/her affairs administered by a court or a judicial officer, has suspended his/her business activities or is subject to legal proceedings in respect of any of the foregoing; e) complies with the legal requirements, if any, stated in the tender data; and f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.
C.3.14	Prepare contract documents
C.3.14.1	<p>If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:</p> <ol style="list-style-type: none"> a) addenda issued during the tender period, b) inclusion of some of the returnable documents and c) other revisions agreed between the employer and the successful tenderer.
C.3.14.2	Complete the schedule of deviations attached to the form of offer and acceptance, if any.
C.3.15	Complete adjudicator's contract
	Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.
C.3.16	Registration of the award

	An employer must, within twenty-one (21) working days from the date on which a contractor's offer to perform a construction works contract is accepted in writing by the employer, register and publish the award on the CIDB Register of Projects.
C.3.17	Provide copies of the contracts
	Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.
C.3.18	Provide written reasons for actions taken
	Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

B-BBEE certificates submitted with the tender documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

TAX COMPLIANCE INFORMATION

PART A

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. TAX COMPLIANCE REQUIREMENTS		
1.1 Bidders must ensure compliance with their tax obligations.		
1.2 Bidders are required to submit their unique personal identification number (PIN) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.		
1.3 Application for the tax compliance status (TCS) certificate or PIN may also be made via E-Filing. In order to use this provision, taxpayers will need to register with SARS as E-Filers through the website WWW.SARS.GOV.ZA .		
1.4 Foreign suppliers must complete the pre-award questionnaire in part B2.		
1.5 Bidders may also submit a printed TCS certificate together with the bid.		
1.6 In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / PIN / CSD number.		
1.7 Where no TCS is available but the bidder is registered on the Central Supplier Database (CSD), a CSD number must be provided.		
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.		

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.

Signature of Bidder:

Capacity Under Which This Bid Is Signed:

Date:

Tender Data

MBD 4

DECLARATION OF INTEREST

1.	No bid will be accepted from persons in the service of the state*.	
2.	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative:	
3.2	Identity number:	
3.3	Position occupied in the Company (director, trustee, shareholder ²):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	YES / NO
3.8.1	If yes, 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:	

Tender Data

	Any other particulars:	
3.9 3.9.1	Have you been in the service of the state for the past twelve months? If so, furnish particulars.	YES / NO
3.10 3.10.1	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: 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:	YES / NO
3.11 3.11.1	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: Name of person: 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:	YES / NO

Tender Data

	
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES / NO
3.12.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?	YES / NO
3.13.1	<p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p>	
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO

Tender Data

3.14.1	If yes, furnish particulars: 			
4. Full details of directors / trustees / members / shareholders: THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:				
	Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.			

Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....
Signature

.....
Date

.....

.....

Tender Data

Capacity

Name of Bidder

¹MSCM Regulations: "in the service of the state" means to be -

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or any Municipality or municipal entity;
- (d) an employee of 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);
- (e) a member of the accounting authority of any national or provincial entity; or
- (f) an employee of Parliament or a provincial legislature.

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

Tender Data

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

- (a) Price
- (b) BBBEE ; and
- (c) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
BBBEE	10
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

Tender Data

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

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

Tender Data

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

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR BBEE AND SPECIFIC GOALS

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

4.1.1 Points awarded for B-BBEE Level of contributor.

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

Bidder MUST submit a valid BBEE certificate, failure to attach no points will be awarded for BBEE points.

4.1.2 Points awarded for Specific Goals.

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for

Tender Data

Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2
Outside the borders of the Western Cape	2	1

Bidder's MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) not older than three (3) months. Failure to attach proof will result in no points being awarded for Specific Goals.

George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder's claim of having a local office within the George Municipal area.

The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by only accepting the legal documentation.)

The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be

Tender Data

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

5. BID DECLARATION

Tenderers who claim points in respect of BBEE must complete the following:

B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1

5.1. Contribution to BBEE :..... =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2

5.2. Contribution to specific Goals :..... =(maximum of 5 or 10 points)

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and must be substantiated by relevant proof of address of a company office.

DECLARATION WITH REGARD TO COMPANY/FIRM

5.3. Name of company/firm.....

5.4. Company registration number:

5.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;

Tender Data

- 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 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

	..... SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	..... ..... ..... .....

Tender Data

MBD 6.1(A)

IF ANY TENDERER DOES NOT HAVE AN EME CERTIFICATE FROM A RATING AGENCY ACCREDITED BY SANAS FOR BEP (BUILD ENVIRONMENT PROFESSIONAL)/CONTRACTOR/SUPPLIER OR A B-BBEE CERTIFICATE FROM A B-BBEE VERIFICATION PROFESSIONAL REGULATOR APPOINTED BY THE MINISTER OF TRADE AND INDUSTRY, THIS AFFIDAVIT FOR BEP/CONTRACTOR/SUPPLIER WILL BE COMPULSORY TO COMPLETE.

**B-BBEE EXEMPTED AFFIDAVIT FOR EXEMPTED MICRO ENTERPRISES
(ISSUED IN TERMS OF THE AMENDED CONSTRUCTION SECTOR CODE)
(Gazette Vol. 630 No. 41287)
Issued in terms of paragraph 3.6.2.4.1 (B)**

I, the undersigned,

Full names and surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name:				
Trading Name (If Applicable):				
Registration Number:				
Physical Address:				
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):				
Nature of Construction Business: Indicate the applicable category with a tick.	<table border="1"> <tr> <td align="center">BEP (Built Environment Professional)</td> <td align="center">Contractor</td> <td align="center">Supplier</td> </tr> </table>	BEP (Built Environment Professional)	Contractor	Supplier
BEP (Built Environment Professional)	Contractor	Supplier		
Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – who are citizens of the Republic of South Africa by birth or descent; or who became citizens of the Republic of South Africa by naturalization before 27 April 1994; or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date;"			
Definition of "Black Designated Groups"	"Black Designated Groups" means: (a) unemployed black people not attending and not required by law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed areas; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"			

- I hereby declare under Oath that as per Amended Code Series 100 of the Amended Codes of

Tender Data

Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,

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

Construction Sector Affidavit

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

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

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

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

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

3. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the Owners of the Enterprise which I represent in this matter.

4. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

COMMISSIONER OF OATHS
SIGNATURE & STAMP

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
 - 3.1 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - 3.2 been convicted for fraud or corruption during the past five years;
 - 3.3 willfully neglected, reneged on or failed to comply with any government, municipal or other public-sector contract during the past five years; or
 - 3.4 been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

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 as a company or person 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 National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's ebsite (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:		

Tender Data

4.2	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)? 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) 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. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - 3.1 take all reasonable steps to prevent such abuse;
 - 3.2 reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 3.3 cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD 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 (MBD9) 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.

Tender Data

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

**HS014/2024q: SUPPLY, DELIVERY, AND INSTALLATION OF NEW AND EXISTING,
OWN STOCK AIRCONDITIONING UNITS AT THE NEW HOUSING OFFICES**

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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)

6. I have read and I understand the contents of this Certificate;
7. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
8. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
9. 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;
10. 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:
 - 10.1 has been requested to submit a bid in response to this bid invitation;
 - 10.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 10.3 Provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

Tender Data

MBD9

- 11 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.

- 12 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 12.1 prices;
 - 12.2 geographical area where product or service will be rendered (market allocation);
 - 12.3 methods, factors or formulas used to calculate prices;
 - 12.4 the intention or decision to submit or not to submit, a bid;
 - 12.5 the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

- 13 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.

- 14 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.

- 15 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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

Tender Data

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

Tender Number: HS014/2024q Name of the Bidder: _____

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

Physical Business address of the Bidder	Municipal Account Number(s)

If there is not enough space for all the names, please attach the additional details to the Tender document.

Name of Director / Member / Partner	Identity Number	Physical residential address of Director / Member / Partner	Municipal Account number(s)

I, _____, the undersigned,
 (full name in block letters)
 certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

 Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2024

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT
THE NEW HOUSING OFFICES

Returnable Documents (Part T2)

(ALL Documents and Schedules MUST BE RETURNED for the TENDER to Qualify)

T2.1	List of Returnable Schedules Required for Tender Evaluation
T2.1	Returnable Schedules
T2.2	Other documents that will be incorporated into the contract
T2.3	Returnable Schedules that will be incorporated in the contract

NOTE:

Although the documents under Part T2 is headed “Returnable Documents” in line with the CIDB model, these are not the only documents to be returned together with the Tender. **All** the documents indicated on document T1, must be completed and signed where applicable and submitted as a **complete set of documents**.

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF
NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT THE
NEW HOUSING OFFICES

**List of Returnable Schedules Required for Tender
Evaluation Purposes (T2.1)**

- Form 2.1.1 General Information
- Form 2.1.2 Authority for Signatory
- Form 2.1.3 Schedule of Work Carried Out by Tenderer
- Form 2.1.4 Proposed Key Personnel
- Form 2.1.5 Schedule of Infrastructure and Resources
- Form 2.1.6 Schedule of Approach and Methodology
- Form 2.1.7 Schedule of Proposed Sub-Contractors
- Form 2.1.8 Financial References

FORM 2.1.1 GENERAL INFORMATION

1. Name of tendering entity: _____

1. Contact details

Address : _____

Tel no : (_____) _____

Fax no : (_____) _____

E-mail address : _____

2. Legal entity: Mark with an **X**.

Sole proprietor	
Partnership	
Close corporation	
Company (Pty) Ltd	
Joint venture	

In the case of a Joint venture, provide details on joint venture members:

Joint venture member	Type of entity (as defined above)

3. Income tax reference number: _____
(in the case of a joint venture, provide for all joint venture members)

4. Regional services area where the enterprise is registered: _____
(In the case of a joint venture, provide for all joint venture members)

5. Regional services levy registration number: _____
(In the case of a joint venture, provide for all joint venture members)

6. VAT registration number: _____ (In the case of a joint venture, provide for all joint venture members)

- 8. Company or closed corporation registration number: _____
(In the case of a joint venture, provide for all joint venture members)

- 9. Details of proprietor, partners, closed corporation members, or company directors, indicating technical qualifications where applicable (Form on the next page).

- 10. For joint ventures, the following must be attached (**COMPULSORY**):
 - Written power of attorney for authorised signatory.
 - **Pro-forma of the joint venture agreement.**
* If the Joint Venture Agreement is not attached, the tender will not be considered!

DETAILS OF PROPRIETOR, PARTNERS, CLOSED CORPORATION MEMBERS OR COMPANY DIRECTORS

Name and Identity Number	Relevant qualifications and experience	Years of relevant experience

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

FORM 2.1.2 AUTHORITY FOR SIGNATORY

Details of person responsible for Tender process

Name

Contact number ()

Address of office submitting the Tender

.....
.....

Telephone no ()

Fax no ()

E-mail address

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

“By resolution of the board of directors passed on (date)

Mr.

has been duly authorized to sign all documents in connection with the Tender for Contract Number **HS014/2024q** and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

.....
.....

SIGNED ON BEHALF OF THE COMPANY

IN HIS CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

FORM 2.1.3 SCHEDULE OF WORK CARRIED OUT BY TENDERER

Previous experience

Provide the following information on relevant previous experience (indicate specifically projects of similar or larger size and/or which is similar with regard to type of work. In addition to any requirements, bidders must furnish particulars of:

- a. all projects provided to an organ of state in the last five years;
- b. any similar projects provided to an organ of state in the last five years.

This information is material to the award of the Contract.

Description	Value (R, VAT excluded)	Year(s) executed	Reference		
			Name	Organisation	Tel no

Name of Tendering Entity:

Signature :

Date :

FORM 2.1.4 PROPOSED KEY PERSONNEL

The Tenderer shall list below the key personnel (including first nominee and the second-choice alternate), whom he proposes to employ on the project should his Tender be accepted, both at his headquarters and on the Site, to direct and for the execution of the work, together with their qualifications, experience, positions held and their nationalities.

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF		HDI Status	Fee (Time Based)
	NOMINEE / ALTERNATE		QUALIFICATIONS AND NQF STATUS	EXPERIENCE AND PRESENT OCCUPATION	Yes/No	
HEADQUARTERS Partner/director						
Project manager						
Other key staff (give designation)						

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

Returnable Schedules Required For Tender Evaluation

Part T2.1

Form 2.1.4 continued

DESIGNATION	NAME OF	NATIONALITY:	SUMMARY OF			HDI Status	Fee (Time Based)
	NOMINEE / ALTERNATE		QUALIFICATIONS AND NQF STATUS	EXPERIENCE AND OCCUPATION	PRESENT	Yes/No	
<u>CONSTRUCTION MONITORING</u>							
Other key staff (give designation)							

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

FORM 2.1.5 SCHEDULE OF INFRASTRUCTURE AND RESOURCES

Provide information on the following:

Infrastructure and resources available

Physical facilities

Description	Address	Area (m ²)

Equipment

Provide information on equipment and resources that you have available for this project (attach details if the space provide is not enough):

Description : Equipment owned	Number of units
Description : Computer Hardware	Number of units
Description : Software to be Used	Number of units

Size of enterprise and current workload

What was your turnover in the previous financial year?

What is the estimated turnover for your current financial year?

List your current contracts and obligations

Returnable Schedules Required For Tender Evaluation

Part T2.1

Description	Value ®	Start date	Duration	Expected completed date

Do you have the capacity to supply the goods and services described in this Tender, should the contract be awarded to you?

Staffing Profile

Provide information on the staff that you have available to execute this contract (attach a separate list if the space provided is insufficient)

Permanently employed staff : gender and race	Number of staff
Temporary staff to be employed for the project : gender and race	Number of staff

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

FORM 2.1.6 SCHEDULE OF APPROACH AND METHODOLOGY/ WORK PLAN

Understanding the terms of reference / brief

- 1. Do you as the contractor understand what is required in terms of the project stated above?

Yes		No	
-----	--	----	--

(Tick Appropriate Block)

- 2. If you answered Yes to question 1 above, please explain briefly your understanding of the project in no more than 50 words:

- 3. Considering questions 1 and 2 above, please provide in summary, details of your proposed approach and work plan to the successful completion of the above project.

- 4. Briefly state if you have any innovative approach for this particular project mentioned above, that you feel will be unique but also economically superior to the normal workable approach at presently undertaken as the norm.

Name of Tendering Entity : _____

Signature : _____ **Date :** _____

FORM 2.1.7 SCHEDULE OF PROPOSED SUB-CONTRACTORS

The Tenderer shall, in accordance with the provisions of the condition of Tender, list below the sub-contractors he/she proposes to employ for part(s) of the work.

If any or all the sub-contractor/s listed hereunder are not approved subsequent to acceptance of the Tender, it shall in no way invalidate the Tender or the Contract, and the Tendered unit rates for the respective items of work shall remain final and binding even if sub-contractor/s not listed below is approved by the Employer.

PART OR TYPE OF WORK	PROPOSED SUB-CONTRACTOR	WORK RECENTLY EXECUTED BY SUB-CONTRACTOR

FORM 2.1.8 FINANCIAL REFERENCES

FINANCIAL STATEMENTS

I/We agree, if required, to furnish an audited copy of the latest set of financial statements together with my/our Directors' and Auditors' report for consideration by the Employer.

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Engineer to approach all or any of the following banks for the purposes of obtaining a financial reference:

DESCRIPTION OF BANK DETAIL	BANK DETAILS APPLICABLE TO TENDERER 'S HEAD OFFICE
Name of bank	
Branch name	
Branch code	
Street address	
Postal address	
Name of manager	
Telephone number	()
Fax number	()
Account number	

Returnable Schedules that will be incorporated into Contract

Part T2.2

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

**QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT
THE NEW HOUSING OFFICES**

Other Documents Required For Tender Evaluation Purposes (Part T2.2)

- | | |
|------------|---|
| Form 2.2.1 | Certificate of Tenderer's Attendance at the Compulsory Information Session/Site Meeting |
| Form 2.2.2 | Written Proof of Tenderers registration at the Construction Industry Development Board (CIDB) |

FORM 2.2.1 CERTIFICATE OF TENDERER'S ATTENDANCE AT THE COMPULSORY CLARIFICATION MEETING

This is to certify that I, ,
representative of (Tenderer)

.....
of (address)

.....
Telephone number

Fax number

attended Clarification Meeting on **Thursday, 14 March 2024** in the company of

(George Municipality / Employer's Representative)

PLEASE NOTE:

Tenderers are requested to submit the minutes received at above-mentioned compulsory information session/meeting with their Tender documents. (Non-submission of this information may lead to rejection of this Tender)

TENDERER 'S REPRESENTATIVE:

GEORGE MUNICIPALITY / EMPLOYER'S REPRESENTATIVE:

FORM 2.2.2 PROOF OF REGISTRATION AT THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD (CIDB)

The Tenderer is to affix to this page:

- Written proof of Tenderers registration at the CIDB
- CRS Number:

Returnable Schedules that will be incorporated into Contract

Part T2.2

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

**QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT
THE NEW HOUSING OFFICES**

**Returnable Schedules that will be Incorporated in
the Contract (Part T2.2)**

Form 2.2.3

Record of Addenda to Tender Documents

FORM 2.2.3 RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this Tender offer, amending the Tender documents, have been taken into account in this Tender offer:

	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:

SIGNED ON BEHALF OF TENDERER:

1. Infrastructure and resources available

Evaluation of the following in terms of the size, nature and complexity of goods and/or services required:

- Physical facilities
- Infrastructure and resources available for the contract owned by the Tenderer
- Infrastructure and resources the Tenderer intends renting, should the contract be awarded to him.

2. Size of enterprise, and current workload

Evaluation of the Tenderer's position in terms of:

- Previous and expected current annual turnover
- Current contractual obligations
- Capacity to execute the contract

3. Staffing profile

Evaluation of the Tenderer's position in terms of:

- Staff available for this contract being Tendered for
- Qualifications and experience of key staff to be utilized on this contract.

4. Previous experience

Evaluation of the Tenderer's position in terms of his previous experience. Emphasis will be placed on the following:

- Experience in the relevant technical field
- Experience of contracts of similar size
- Some or all of the references will be contacted to obtain their input.

5. Financial ability to execute the contract

Evaluation of the Tenderer's financial ability to execute the contract. Emphasis will be placed on the following:

- Professional indemnity
- Contact the Tenderer's bank manager to assess the Tenderer's financial ability to execute the contract and the Tenderer hereby grants his consent for this purpose.

If the Tender does **not** meet the requirements contained in the George Municipality Procurement Policy, and the mentioned framework, it will be rejected by the Council, and may not subsequently be made acceptable by correction or withdrawal of the non-conforming deviation or reservation.

6. Penalties

The George Municipality will if upon investigation it is found that a preference in terms of the Act and these regulations has been obtained on a fraudulent basis, or any specified goals are not attained in the performance of the contract, on discretion of the Departmental Head, one or more of the following penalties will be imposed:

- Cancel the contract and recover all losses or damages incurred or sustained from the Tenderer.
- Impose a financial penalty of twice the theoretical financial preference associated with the claim, which was made in the Tender.
- Restrict the Tenderer, its shareholders and directors on obtaining any business from the George Municipality for a period of 5 years.

Compliance with Employment Equity Act 55 of 1998

Attach a valid certificate from the Department of Labour, or a declaration (Refer to Equity Ownership Table) by the designated EMPLOYER, that the EMPLOYER complies with the relevant chapters of the Employment Equity Act.

A failure to comply with the above is sufficient ground for rejection of any offer to conclude an agreement or for cancellation of the agreement.

Definitions in terms of the last-mentioned Act.

“designated EMPLOYER means-

- a) an EMPLOYER who employs 50 or more employees;
- b) an EMPLOYER who employs fewer than 50 employees but has a total annual turnover that is equal to or above the applicable annual turnover of a small business in terms of Schedule 4 to this Act.”

“Schedule 4”**TURNOVER THRESHOLD APPLICABLE TO DESIGNATED EMPLOYERS**

Sector or sub sector in accordance with the Standard Industrial Classification	Total annual turnover
Agriculture	R 2,00 m
Mining and Quarrying	R 7,50 m
Manufacturing	R 10,00 m
Electricity, Gas and Water	R 10,00 m
Construction	R 5,00 m
Retail and Motor Trade and Repair Services	R 15,00 m
Wholesale Trade, Commercial Agents and Allied Services	R 25,00 m
Catering, Accommodation and other Trade	R 5,00 m
Transport, Storage and Communications	R 10,00 m
Finance and Business Services	R 10,00 m
Community, Social and Personal Services	R 5,00 m

The Contract

Part C

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

**QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT
THE NEW HOUSING OFFICES**

The Contract (Part C)

Part C1	Agreement and Contract Data
Part C2	Pricing Data
Part C3	Scope of Works

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT
THE NEW HOUSING OFFICES

Agreement And Contract Data (Part C1)

Part C1.1	Form of Offer and Acceptance
Part C1.2	Contract Data
Part C1.3	Objections and Complainants Form
Part C1.4	Form of Guarantee

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

**QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT
THE NEW HOUSING OFFICES**

Form of Offer and Acceptance (Part C1.1)

(AGREEMENT) OFFER

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

**SUPPLY, DELIVERY, AND INSTALLATION OF NEW AND EXISTING, OWN STOCK
AIRCONDITIONING UNITS AT THE NEW HOUSING OFFICES**

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

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

THE OFFERED TOTAL (INCLUDING VAT):

.....

.....rand (in words); R (in figures),

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.

Signature(s) _____

Name(s) _____

Capacity _____

(Name and address of organisation)

ACCEPTANCE

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

The terms of the contract are contained in

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

and drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, contact the Employer's representative (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 on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature

Name

MS. L WARING

Capacity

DIRECTOR: HUMAN SETTLEMENTS

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

FOR THE TENDERER:

Signature(s)

Name(s)

Capacity

(Name and address of organisation)

FOR THE EMPLOYER:

Signature

Name

Capacity

MS. L WARING

DIRECTOR: HUMAN SETTLEMENTS

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

**QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT
THE NEW HOUSING OFFICES**

Contract Data (Part C1.2)

CONDITIONS OF CONTRACT

The *General Conditions of Contract for Construction Works*, Third Edition (2015), "GCC 2015", published by the South African Institution of Civil Engineering, is applicable to this Contract and is obtainable from www.saice.org.za.

Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering, tel. 011 805 5947.

The documents forming the Contract are to be taken as mutually explanatory of one another. For the purposes of interpretation, the priority of the documents shall be in accordance with the following sequence.

- a) the Form of Offer and Acceptance,
- b) the Contract Specific Data within the Contract Data,
- c) the General Conditions of Contract for Construction Works, Third Edition, 2015,
- d) the Drawings,
- e) the Scope of Work, and
- f) the Pricing Data.

If an ambiguity or discrepancy is found in the documents, the Engineer shall issue any necessary clarification or instruction.

PART 1: DATA PROVIDED BY THE EMPLOYER

The following contract specific data are applicable to this Contract:

Clause 1	The Employer is the George Municipality.	
3.4 and 3.5	The Authorised and Designated representative of the Employer is:	
	Name: Mr L. Matshotyana	
	The Employer's address for receipt of communications is:	
	Physical address: York Street George, 6530	Postal address: George Municipality PO Box 19 George, 6530
	Telephone: (044) 802 2022 E-mail: lmatshotyana@george.gov.za	
	The Project is for the SUPPLY, DELIVERY, AND INSTALLATION OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT THE NEW HOUSING OFFICES	
3.6	The Service Provider may release public or media statements or publish material	

Contract Data

Part C1.2

Clause 1	The Employer is the George Municipality.	
	related to the Services or Project subject to the approval of the Employer.	
3.7	The Services Provision shall be completed for the portions as set out in the Scope of Works.	
5.1.1 and 5.1.2	The Service Provider is required to provide the Service with all reasonable care, diligence, and skill in accordance with generally accepted professional techniques and standards. Where services include the powers to certify, decide or otherwise exercise discretion regarding a contractor agreement between the Employer and others then the Service provider shall act in respect of that contract/agreement as an independent	
5.4.1	The Service Provider is required to provide the following insurances:	
	1. Insurance against	
	Cover is:	
	Period of cover:	
	Deductibles are:	
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Appointing Sub-Contractors for the performance of any part of the Services.	
Additional Clause to be added 7.3	The Employer will not be responsible for any overtime worked by or overtime payments made to personnel, or any additional costs not specified in the tender submitted by the Tenderer.	
9.1	Copyright of documents prepared for the Project shall be vested with George Municipality.	
12.1	Settlement of disputes is to be in terms of Clause 49 and 50 of the Supply Chain Management Policy of the George Municipality. See Document C1.3.	
14	Where not specifically indicated, all tendered prices, rates, tariffs, fees, etcetera are to include 15% VAT.	

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause		
5.1	The Service Provider is:	
5.3	The authorized and designated representative of the Service Provider is:	
	Name:	
	The Service Provider's address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT THE NEW HOUSING OFFICES

Objections and Complainants Form (Part C1.3)

(Section 1.11.15 of the George Municipality's Supply Chain Management Policy)

(1) Details of Objector/Complainant

Name: _____

Address: (postal and street): _____

Tel: _____ Fax: _____

Contact person: _____

Reference number of Tender: _____

Other Party's Details (If any)

Name: _____

Address: (postal and street): _____

Tel: _____ Fax: _____

Contact person: _____

Objection and Complainants Form

Part C1.3

Reference number of Tender: _____

Description of Issue[s] in Dispute

List of Documents Attached

Determination Sought in Respect of Objection or Complaint

Form submitted by:

Name: _____

Signature: _____

Position: _____

Date: _____

Place: _____

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT
THE NEW HOUSING OFFICES

Form of Professional Indemnity Insurance OR
FORM OF GUARANTEE
(Part C1.4)

The Tenderer must affix proof of Guarantee to this page.

Pricing Data

Part C2

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

**QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT
THE NEW HOUSING OFFICES**

Pricing Data (Part C 2)

C2.1 Pricing Instructions

C2.2 Bill of Quantities

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

**QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT
THE NEW HOUSING OFFICES**

Pricing Instructions (Part C2.1)

C2.1 PRICING INSTRUCTIONS

1. Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
2. Show VAT payable by the employer separately as an addition to the tendered total of the prices.
3. Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
4. State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

**QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT
THE NEW HOUSING OFFICES**

Pricing Schedule / Schedule of Activities (C2.2)

DESCRIPTION	QUANTITY	PRICE
1. OWN STOCK		
• Installation of existing own stock Midea AC Units	2	R
2. NEW INSTALLATIONS		
• Supply and Installation of 9000Btu inverter mid wall split x1	1	R
• Supply and Installation 24000 Btu inverter Mid Wall Splits (one condenser on roof parapet)	1	R
SUB TOTAL		R
VAT (15%)		R
TOTAL		R

- Bidders must quote a price in each line in the pricing column in the above pricing schedule. Only one service provider will be appointed.
- If bidders do not quote a price for each line in the pricing schedule above, your quotation will not be considered for evaluation.
- Please indicate a pricing of R0.00 if no charges are applicable.
- The municipality will supply electrical power points within 1m of the unit.
- **Installation must include pricing for all labour works.**
- Prices must include wall drilling.
- Prices must include the supply and installation of equipment, materials, and overheads.

IMPORTANT NOTE: PRICES MUST INCLUDE A COMPLETE INSTALLATION

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT
THE NEW HOUSING OFFICES
POINT OF GEORGE MUNICIPALITY

Scope of Works (C3)

SPECIFICATIONS

Quotations are called in for the supply and installation of air conditioning units as per specifications.

Description	Comply	
	Yes	No
• Installation of existing own stock Midea AC Units X2		
• 24000 Btu inverter Mid Wall Splits (one condenser on roof parapet)		
• Warranty on all air conditioners		
• Piping to suit air conditioning units		
• Brackets		
• Copper tubing and insulation		
• Communication cables		

- **Units must come with a 12-month warranty and be in a workable condition once installation is done.**
- The municipality will supply electrical power points within 1m of the unit.

GEORGE MUNICIPALITY

DIRECTORATE: HUMAN SETTLEMENTS

CONTRACT NUMBER: HS014/2024q

QUOTATION FOR THE SUPPLY, DELIVERY, AND INSTALLATION
OF NEW AND EXISTING, OWN STOCK AIRCONDITIONING UNITS AT
THE NEW HOUSING OFFICES

Health and Safety Specification (C4)

HEALTH AND SAFETY GUIDELINES TO PERFORM THE WORK AS SET OUT ABOVE:

- The appointed contractor must submit a health and safety plan from a registered Health & Safety Practitioner. The cost for the health and safety plan must be included in the quoted amount and will not be paid as a separate cost.
- The workforce will have to wear personal protective clothing, i.e. overalls, safety boots, safety eyewear, hard hats, protective gloves and reflective vests.
- Site area must be demarcated to restrict access for individuals or any animals from the surrounding area. If necessary, safety cones and construction signs will have to be placed on the fence / screen and in the road to make oncoming traffic aware of the construction taking place.

NB: BASELINE RISK ASSESSMENT AND OHS SPECIFICATIONS IS ATTACHED AS ANNEXURE A TO THE BIDDING DOCUMENT



**CONSTRUCTION HEALTH AND
SAFETY SPECIFICATION
FOR THE AIRCON REPAIR AND
INSTALLATION**

21 February 2024
Revision 0

DOCUMENT INFORMATION SHEET

Title of Document : Construction H&S Specification for the aircon repair and installation
Type of Report : H&S Specification
Prepared for : Tender Documents/Bidders
Date of Issue : 22 February 2024

Copyright


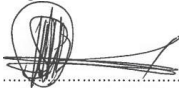
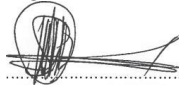
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DOCUMENT CONTROL SHEET

PROJECT NAME : Aircon repair and installation
DOCUMENT TITLE : Construction H&S Specification
DOCUMENT NUMBER : XAKS-SPEC-WC-G-47

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described by our internal Procedure: Management of Controlled Documents.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 22 -02- 2024	Name: X Redcliffe Signature: 	Name: L. Mzamo Signature: 	Name: L. Mzamo Signature: 

REVISION CHART

<i>Revision Number</i>	<i>Alteration</i>	<i>Date</i>
1		
2		
3		
4		
5		

THIS DOCUMENT WAS PREPARED BY:

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Contents

1. Definitions
 2. Introduction to this Construction Health and Safety Specification
 3. Limitation of liability
 4. Purpose of the Construction Health and Safety Specification
 5. Implementation of the Construction Health and Safety Specification
 6. Scope
 7. Compensation for Occupational Injuries and Diseases Act 130 of 1993
 8. Provision for the cost of H&S compliance
 9. Notification of Construction Work
 10. Construction Manager
 11. Construction Safety Officer
 12. Principal Contractor's Health & Safety Plan & File
 13. Hazard Identification and Risk Assessment
 14. Health and Safety Representatives and Committee
 15. Close-out and Consolidated H&S file
 16. Health and Safety Competency
 17. Public Health
 18. Induction and H&S awareness
 19. Health and Safety Training
 20. Staffing on site
 21. Night Work & Week-End Work
 22. Inspection, Monitoring and Reporting
 23. Contractors and sub-contractors
 24. Personal Protective Equipment (PPE) and Clothing
 25. Occupational Health and Safety Signage
 26. First aid management
 27. Incidents, Accidents and Emergencies
 28. Facilities for Employees
 29. Audits and inspections
 30. Fall Risks
 31. Hot Work, Fire Risks, Fire Extinguishers and Fire Fighting Equipment
 32. Existing Services on site
 33. Live Energy Work and electrical reticulations
 34. Ladders
 35. Storage and use of flammable liquids
 36. Hazardous Chemical Substances
 37. Housekeeping, Stacking, Storage and Drop Zones
 38. Waste
 39. Occupational Health
 40. Access, traffic management and camp site
- ANNEXURE A - Acknowledgement of this specification by the Principal Contractor
ANNEXURE B - Client Baseline Risk Assessment

1. Definitions

For the purpose of this Construction Health and Safety Specification, all definitions in the Occupational Health and Safety Act & Regulations, the abbreviations and the definitions given hereunder shall apply:

1. “**Client**” refers to George Municipality.
2. “**COIDA**” means Compensation for Occupational Injuries and Diseases Act 130 of 1993
3. “**Competent person**” means a person who-
 - a. has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No 67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and
 - b. is familiar with the Act and with the applicable regulations made under the Act;
4. “**construction manager**” means a competent person responsible for the management of the physical construction processes and the coordination, administration and management of resources on a construction site including overseeing occupational health and safety;
5. “**construction site**” means the approved construction footprint and grounds where construction work is being performed as part of this contract.
6. “**construction supervisor**” means a competent person responsible for supervising construction activities on a construction site;
7. “**construction vehicle**” means a vehicle used as a means of conveyance for transporting persons or material, or persons and material, on and off the construction site for the purposes of performing construction work; and, includes a bakkie or LDV used by the principal contractor or any contractor
8. “**CHSS**” refers to this document, the Construction Health & Safety Specification
9. “**CR**” refers to the Construction Regulations, 2014
10. “**COC**” refers to Certificate of Compliance.
11. “**DSTI**” refers to a documented daily safe task instruction compiled and issued by a contractor and trained to all relevant employees
12. “**excavation work**” means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping;
13. “**fall risk**” means any potential exposure to falling either from, off or into;
14. “**H&S**” refers to Health and Safety
15. “**Health and Safety Plan**” refers to a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

16. **“Health and Safety Specification”** refers to 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.
17. **“medical certificate of fitness”** means a valid medical certificate of fitness; such medical testing shall be relevant to the risks of the construction work performed on site and shall conform to the Occupational Health and Safety Act and Regulations and to the requirements in this H&S specification.
18. **“Method statement”** refers to a document detailing the key step by step activities to be performed in order to reduce as reasonably as practicable the hazards identified in the risk assessment.
19. **“OHSA”** refers to the Occupational Health & Safety Act of 1993
20. **“Principal Agent/Engineers”** refers to the lead consultants of the project appointed by the Client.
21. **“Principal Contractor”** means an employer who performs construction work for the client and who is appointed by the client.
22. **“Regulations”** refers to the Regulations issued under the Occupational Health & Safety Act.
23. **“SACPCMP”** means the South African Council for the Project and Construction Management Profession

2. Introduction to this Construction H&S Specification

1. This Construction Health & Safety Specification is published in terms of the Occupational Health & Safety Act of 1993 (OHSAct), Construction Regulations 2014, Regulation 5(1)(b).
2. The CHSS does not replace the Construction Regulations, 2014, but is a supplementary specification as required in terms of the Regulations. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser importance or are not applicable.
3. The Principal Contractor is, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act, Regulations and the full Construction Regulations in the Health and Safety Plan and the implementation thereof.
4. This Health & Safety Specification may be supplemented during the project with further specific Construction Health & Safety Specifications which deal with health & safety issues as these arise.

3. Limitation of liability

1. The client or its Agent shall not be responsible for any acts or omissions of any Contractor which may directly or indirectly result from the application of the CHSS or any project specific version thereof.
2. All contractors must ensure that articles, work, equipment, machinery, plant and work practices are, at all times, compliant to the legal requirements as these apply.
3. The client or its Agent shall limit its responsibility to the application of the Construction Regulations' Client Requirements only.
4. The client or its Agent cannot be held responsible for any acts or omission of any contractor and no advice, approval of any document required by the CHSS or the Agent, such as hazard identification and risk assessment action plan or any other form of communication from the client or the Agent shall be construed as an acceptance by the client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. Further, there is no acceptance of liability by the client or the Agent which may result from the Principal Contractor failing to comply with the CHSS.
5. The Principal Contractor shall enter into a Mandatary Agreement with the client, as defined in Section 37(2) of the Occupational Health and Safety Act.

4. Purpose of the Construction H&S Specification

1. This CHSS will be applicable to all construction work during the project.
2. This CHSS defines the client's standard by which all occupational health and safety risks shall be controlled at the construction site.
3. All employers working on the construction site shall conform to the standard in the CHSS. All the duties of a Principal Contractor in this CHSS equally apply, in full, to contractors of such Principal Contractor and to sub-contractors of such contractors.

5. Implementation of the Construction H&S Specification

1. This CHSS forms an integral part of the Contract, and Principal Contractors are required to make it an integral part of their contracts with subcontractors and suppliers.
2. The Principal Contractor shall ensure that the H&S plan contains sufficient evidence of:
 - a. Adequate provision for the cost of health and safety measures.

- b. The principal contractor's access to and intention to appoint persons with the necessary competencies to carry out the construction work safely.
- c. The principal contractor's access to the necessary resources to carry out the construction work safely and without risk to the health of the workers.
- d. The principal contractors' planning of construction activities within the special requirements emanating from personnel deployment, time constraints and language barriers.

6. Scope

1. This project entails the aircon repair and installation.
2. This CHSS covers the client's requirements for addressing, mitigating and controlling Occupational Health and Safety related risks, problems, incidents and injuries during the construction work on site.
3. The scope addresses legal compliance, hazard identification and risk assessment, and the promotion of a health and safety culture amongst those working on site.
4. The CHSS contains clauses that are generally applicable to construction and imposes controls associated with activities that impact on human health and safety.
5. The Principal Contractor is required to comply with the provisions of the OHS Act, all applicable Regulations and this CHSS.

7. Compensation for Occupational Injuries and Diseases Act

1. The Principal Contractor, each contractor and each sub-contractor shall submit proof of Good Standing with the COIDA Commissioner, or a Mutual Association licensed in terms of Section 30 of COIDA, prior to starting any work on the site.
2. A copy of the Letter of Good Standing with the COIDA Commissioner must be included in the H&S Plan of each contractor working on the site and must remain updated for the duration of the construction work.
3. Contractors whose Letter of Good Standing expires will not be permitted to continue work on site.

8. Provision for the cost of H&S

1. The appointed Principal Contractor shall allow in their tenders for the cost of complying with the requirements of this CHSS and the legislative requirements based on the project scope of works.
2. The principal contractor shall be required to submit the priced OHS BoQ to the Agent for verification and submission to the Department of labour during the application for the construction works permit.

9. Notification for Construction

Based on the estimated Contract Value, duration of the project as well as estimated Man-hours of this project, it is not envisaged that a Construction Work Permit will be required. Therefore, the Principal Contractor should submit a Notification of Construction Works to the Regional

Department of Employment and Labour situated in George. Proof of acknowledgement of receipt of such notice shall be kept on file.

10. Construction Manager

1. The principal contractor shall appoint a competent person as the construction manager with the duty of managing all the construction work on the Site.
2. The construction manager shall be responsible to ensure that the following duties are executed and shall actively communicate with the client-agent in order to:
 - a. Confirm and provide proof of compliance; and
 - b. Discuss any compliant constraints which may be experienced.
3. The construction manager may be assisted by the safety officer and, where such an arrangement is planned, the H&S plan of the Principal Contractor shall clearly define the respective duties of the construction manager and of the safety officer.
4. The construction manager shall be appointed in writing and each of the tasks below shall be included in the signed letter of appointment.
5. The construction manager shall present the site-specific health and safety plan, based on this health and safety specifications to the client agent and shall discuss and amend the H&S plan until finally approved by the Agent
6. The construction manager shall ensure that the H&S plan is applied from the commencement of and for the duration of the construction work.
7. The construction manager shall ensure that the H&S plan is reviewed and updated as work progresses.
8. The construction manager shall open and keep the Site health and safety file and ensure that, at all times, this file is on site and available to an inspector, the client, the client's agent or a contractor.
9. The construction manager shall provide contractors and sub-contractors with this CHSS.
10. The construction manager shall ensure that all contractors appointed by the Principal Contractor have an approved H&S plan, prior to appointing the contractor and prior to allowing the contractor to start working on site.
11. The construction manager shall ensure that contractors have evidence of both registration and good standing in terms of COIDA and shall not permit any contractor to start work or to continue with work on site unless a valid Certificate of Good Standing is on site.
12. Additional to the requirements of the Construction Regulations, the Principal Contractors' construction manager shall ensure that all sub-contractors appointed by any of the contractors of the Principal Contractor comply with the construction regulations and, in particular, the construction manager shall:
 - a. Ensure that employees of these contractors are also inducted in the H&S induction program of the Principal Contractor;

- b. Inform the Client Agent in writing (via e-mail) whenever a contractor or sub-contractor's H&S plan is approved.

11. Construction Safety Officer

1. The Principal Contractor shall appoint a competent part time Construction health and safety Officer for the construction work at the client.
2. The construction health and safety officer appointed shall be registered with the South African Council for the Projects and Construction Management Professions. Candidate safety officer shall be accepted provided a mentoring agreement is in place and included in the H&S file for approval. The mentoring agreement must be with a registered safety officer or safety manager with specific deliverables as per the requirements of the SACPCMP.
3. The Principal Contractor shall define the duties of the appointed health and safety officer in the H&S plan.
4. Proof of competence and proof of registration of the appointed construction health and safety officer must be included in the H&S file for review and approval before works commence.
5. The site safety officer should have the required resources on site to perform their work effectively.

12. Principal Contractor's Health & Safety Plan & File

1. The Principal Contractor shall provide and maintain an H&S File, containing all relevant documents as prescribed in the OHSS, the Construction Regulations of 2014 and all forms or records referred to that has relevance to specific legislation.
2. The H&S File shall be kept on site and available for inspection by the client Agent or the Department of Labour's Inspectors.
3. The content of the file is included in this specification, but additional items may be added.
4. The H&S plan should include and project background/introduction section taking into consideration the following:
 - I. Project name
 - II. Client details, name of responsible person and the business address
 - III. Principal Agent/Designer details, name of responsible person and the business address if applicable
 - IV. H&S CHSA details, name of responsible person and the business address
 - V. Principal Contractor, name of responsible person (16.2 appointee) and business address
 - VI. Completion project scope
5. The H&S plan should include a detailed site-specific overview of the
 - Scope of works and activities of the project; this overview must include all work controlled by the Principal Contractor, whether directly or through the services of a contractors or sub-contractors.
 - An overview of the machinery and plant used in the project; this overview must include all machinery and plant directly or indirectly (through the services of a contractor or sub-contractor) controlled by the Principal Contractor.

- Specific on-site working hours should be stipulated in the H&S plan.

H&S Plan Content & Numbering

1. Index of the H&S Plan
2. Project scope of works
3. Scope & activities, machinery, plant, equipment, hazardous articles to be used
4. Health and Safety Resources and Budget
5. Construction manager: duty, responsibility, authority, document control
6. Safety officer: duty, responsibility, authority, document control
7. Principal Contractor H&S management processes
8. Management of the issue-based risk-, risk review- and risk monitoring
9. H&S Induction training and H&S competency management
10. General record keeping management
11. Contractor and Sub-contractor management
12. Site communication management
13. Fall protection plan and method statements for heights work
14. First aid, accident & incident and emergency management
15. Fire prevention and equipment management
16. Safety signage management
17. Access & on-site traffic and public H&S management
18. 18 Electrical management
19. 20. Hazardous chemical substances management
20. 22. Lifting Operations and Management
21. Occupational hygiene, occupational health and fitness for work management
22. PPE management
23. Safety Inspections and Inspection Register management
24. Waste management

H&S File Content & Numbering

1. Index of the H&S File
2. Principal Contractor's Policies applicable to the construction site: Occupational Health and Safety Policy
3. Project and OHS organogram with contact numbers
4. Principal Contractor Appointment
5. Mandatary Agreement between client and the principal contractor
6. Proof of Construction Work Permit
7. Letter of Good Standing
8. Contractors Baselines Risk Assessment
9. H&S Plan
10. Induction Plan
11. Emergency Plan
12. Fall Protection Plan
13. Issue Based Risk Assessments
14. Construction Manager, Supervisor and Safety Officer letters of the appointed competent persons and evidence of competency (registrations, qualifications and other proof of competency)
15. Updated Employee List
16. Medical Certificates of Fitness
17. Legal appointment letters

18. Training and Competency Matrix
19. Training records
 - a. Employees H&S Induction records
 - b. Visitors Induction records
 - c. Records of training and competency for method statements
20. Incident Register & Investigation reports & COIDA Accident and incident management procedure
21. H&S Inspection Registers, list should be provided in the H&S Plan
22. PPE Issue Register
23. Internal Audits
24. Letters of approval of contractors and sub-contractors H&S Plans
25. Letters appointment of contractors and sub-contractors
26. Principal contractor's contractor- and sub-contractor audits
27. DSTI's
28. Audits by Client Agent
29. Corrective / Preventive Action plans for client audits
30. All supporting evidence deriving from the H&S Plan

13. Hazard Identification and Risk Assessment

1. The Principal Contractor shall appoint competent person(s) to perform a site-specific baseline- and, thereafter, ongoing issue-based hazard identification and risk assessments. There may be more than one risk assessor appointed if this is required.
2. The competent risk assessor(s) shall form part of the full-time construction team working on the construction site.
3. The risk assessment must be based on the scope of work, the site-specific materials required and the site-specific machinery, equipment and structures applied during the project
4. Risk assessments of all site-specific risk-bearing activities identified in the scope of work, including those performed by contractors and sub-contractors, shall form an integral part of the H&S Plan and all risk controls (including those executed by contractors and sub-contractors) shall be documented.
5. The baseline assessment shall be included in the H&S Plan.
6. Additional risk assessments shall be conducted when:
 - a. A new machine is introduced onto site
 - b. A system for work is changed or operations altered
 - c. After an accident or near miss has occurred
 - d. New knowledge comes to light and information is received which may influence the level of risk to employees on site.
7. All risk assessments shall be conducted in terms of an acceptable and documented methodology, prior to commencement of work and in accordance with the provisions of the CR:
 - a. The baseline risk assessment shall identify the non-failure hazards; it may also include a failure mode analysis; both shall, as a minimum standard, document:
 - i. The planned engineering controls mitigating the risk
 - ii. The planned administrative controls, including
 1. Competency and responsibility appointments
 2. Method statements and/or safe work instructions, training and competency
 3. Occupational hygiene measurements
 4. Workplace organisation, including demarcation, signage, colour coding, routing, housekeeping, storage, stacking, access
 5. Emergency controls

6. Medical fitness testing, medical surveillance and job placement requirements
7. PPE
- b. Issue-based risk assessment, risk monitoring and risk review shall be done at the hand of pre-task risk assessment communicated to all employees; a system of daily safe task instructions may be used. The risk assessment must include:
 - i. A daily documented listing of hazardous events
 - ii. A daily documented listing of H&S risk controls
 - iii. Proof of communication of the above to all employees: the client requires that the Principal Contractor shall ensure that all employees on site are conversant with the content of the all relevant risk assessments, the appropriate measures to either eliminate or reduce the identified risks. The Principal Contractor shall outline to employees what role they are expected to play in the Risk Assessment and control measure process.
8. The principal contractor shall include a method for risk review ensuring that the all risks on site are adequately managed
9. All risk assessments must document all H&S controls which any Contractor plans to put in place.

14. Health and Safety Representatives and Committee

1. Health and Safety Representatives
 - a. The Principal Contractor shall ensure that Health and Safety Representatives are appointed in writing and exercise their functions as defined in the OHSA.
 - b. The Principal Contractor and each contractor shall elect, train and appoint a health and safety representative regardless of the number of employees on site.
 - c. The H&S presentative shall at all times be on site and report to the Health and Safety Officer and Construction Manager (or Supervisor in the case of a contractor).
2. Health and Safety Committee
 - a. The Principal Contractor shall ensure that the H&S committee meets on a monthly basis.
 - b. The Principal Contractor's management and each contractor shall be represented at the H&S committee meeting; all contractors shall have a H&S representative at each committee meeting and each contractor shall have a management member attending each H&S committee meeting.

15. Close-Out and Consolidated H&S file

1. The Principal contractor shall compile a consolidated H&S file and hand this to the Agent at the end of the construction work.
2. The consolidated H&S file shall be in hard copy and in USB format.
3. The consolidated file shall include:
 - a. A copy of the approved H&S plan of the principal contractor
 - b. The H&S file of the Principal Contractor, which, amongst the other, shall have dedicated chapters dealing with:
 - i. Project H&S plan Approvals Record
 - ii. Project H&S management plans, H&S plan, Fall Protection, Emergency plan, Storm water management, Traffic management
 - iii. Project Baseline Risk Assessments
 - iv. Designer inspections/assessments and confirmation of conformance

- v. Monthly Risk & Incident Reports
- vi. Incidents registers & IOD investigation record
- vii. COIDA Claim incidents and supporting medical treatment record
- viii. The completed final register required in the ' Staffing on Site' chapter of this CHSS
- ix. Monthly H&S performance report
- x. Monthly H&S audit reports from the Agent and the enjoining corrective action reports
- xi. Endorsed minutes of H&S Committee meetings
- xii. Employee lists as required in this CHSS
- xiii. Records of exit medicals records
- c. A reference record of all drawings, designs and materials used
- d. A reference record of H&S statutory certificates required by the owner; this reference record shall indicate the designated person at the principal contractor, who is responsible for the document and the client-designate to whom the document has been handed.
- e. The comprehensive list of all the contractors on site accountable to the principal contractor, including a list of the agreements between the parties and the type of work being done
- f. An index of all inspections and reference to the inspection registers for the site
- g. A list of all responsible persons appointed in statutory positions for the duration of the project
- h. A list of all occupational injuries and diseases including the name of the injured, the reference number of the Annexure I document and the reference number of the COIDA notification of the injury (if any)
- i. All documents relating to any reportable injury or disease during the construction work, as defined in Section 24 and 25, of the Occupational Health and Safety Act,

16. Health and Safety Competency

1. The principal Contractor shall ensure that the H&S plan includes evidence of such competence for every competent person designated to this construction site.
2. Work may only allow to be commenced if there is sufficient evidence of H&S competence for each person designated in the H&S plan; unless otherwise specified in this CHSS and as a minimum, this shall include:
 - c. Proof of training in the OHSA, CR and evidence that a training provider certifies the designated person to be familiar with the OHSA and with the applicable regulations made under the OHSA.
 - d. Proof of competency in the specific skill of the designation; amongst other this may include supervisory training, risk assessment training, equipment (such as ladders, lifting equipment, fire extinguishers, portable electrical machinery etc.) or high risk construction (such as excavation, scaffolding and any other H&S skills)

17. Public Health

1. The principal contractor shall ensure that members of the community and users of the building is informed of the work and the hazards and risk associated on project.
2. All members entering site must indicate in what capacity they are visiting site and a site register should be completed and on record by the principal contractor.

3. The site should be fenced off to prevent easy access into site. Community members using the site must be directed away from the construction activities and signage should be displayed at strategic locations.
4. The Principal Contractor shall ensure that each person visiting the site shall be inducted to the site and such induction shall outline the hazards likely to arise from on-site activities and the precautions to be observed to avoid or minimise those risks.
5. Construction works where the public risks is evident should be planned and all risk control measures should be implemented before works commence.

18. Induction and H&S awareness

1. The Principal Contractor shall develop a documented project-specific induction training plan that must be submitted for approval by the Agent, to ensure that all employees on site are conversant with:
 - The risks of the construction project
 - The controls documented in the H&S file
 - The role of employees in ensuring health and safety on the construction site
 - The emergency arrangements that are put in place by the Principal Contractor
 - The public controls to be implemented on site
 - The general health and safety rules applicable to the site, inclusive of an introduction to whom the Construction Manager, Supervisors and Safety Officer is on site.
2. The Principal Contractor shall ensure that all employees have gone through the induction training before commencing duties on site.
3. The contents of the induction programme and method of ensuring that all employees are inducted will be documented in the H&S plan and the Principal Contractor is advised that a generic induction or a human-resource induction shall not be sufficient for the client to accept the H&S planning for the construction work.
4. When working on the site, each employee of any contractor and sub-contractor accessing the site, including management, shall complete the principal contractors' induction; the principal contractor shall ensure that none of his or his contractors' employees accesses the site unless having been inducted by the principal contractor. Each visitor to the site shall be inducted in the risks and risk controls which the visitor may be exposed to; the visitor's induction and method to ensure compliance shall be documented in the H&S file.

H&S awareness

- b. The Principal Contractor shall conduct, on site, periodic toolbox talks, preferably weekly or before any hazardous work takes place. The talks shall cover the relevant activity and an attendance register must be kept and signed by all attendees.
- c. A record of who attended and the content of the topic will be kept on the site health and safety file as evidence of training.
 - i. Awareness training of management responsibility on site must be conducted with all management representatives including contractors and sub-contractors.

19. Health and Safety Training

1. Competency of employees and ongoing training in H&S matters shall be documented by including a training & competency matrix in the H&S plan.

2. The matrix in the H&S file shall be a training needs-matrix and shall indicate competency requirements and all start-up employees' current competency in safe working processes:
 - a. Each applicable safe work instruction must be included in the H&S Plan
 - b. The method of training and ensuring competence must be included in the H&S Plan.
3. The Principal Contractor shall ensure that specific daily pre-task health and safety instructions are given to all employees.
4. The methods for ensuring that training in safe work instructions and that daily pre-task instructions occur, including the method of documenting the contents and attendance, shall be described in the H&S Plan.

20. Staffing on site

1. The Principal Contractor shall compile a list of all employees on site indicating:
 - a. Name and ID number
 - b. Designation (job title)
 - c. Date of OHS Induction for the site
 - d. Date of expiry of medical
 - e. Where applicable, competency in the safe work instructions included in the H&S plan
2. This employee list shall be included in the start-up H&S file and maintained thereafter.
3. The H&S plan shall include a method statement on communication on site; this shall address:
 - a. Communication methods within and between teams (radio controls and permits)
 - b. Emergency communication methods
 - c. Regular planned meeting and communication sessions planned by the Principal Contractor.
 - d. The availability of a team personnel of the principal contractor who will attend the daily meetings between principal contractors and the Project Engineers.

21. Week-End Work

1. Where week-end work is planned, the principal contractor shall ensure that its construction supervisor is on site; this applies even if only contractors or sub-contractors are working on the site.
2. Where week-end work is planned, each contractor or sub-contractor shall ensure that its construction supervisor is on site; this applies even if the principal contractors' manager or supervisor is on the site.
3. The site risk assessment shall include a fatigue risk assessment including rostering risk, personal risks and work environment risks for all employees working on site. Abnormal working hours shall be included in the risk assessment. A fatigue management procedure shall be defined in the H&S plan.
4. Weekend works should be agreed in advance with the project engineer .

22. Inspection, Monitoring and Reporting

1. The Principal Contractor shall carry out daily safety planned task observations and planned H&S inspections on the site (or more frequent, where so required in the Regulations), and shall take steps to rectify any unsafe condition of which he is aware.
2. The appointed Construction Manager (or a person designated by the Construction Manager) and the Health & Safety Officer shall perform regular inspections and document the inspections in the H&S File.

3. The relevant inspection templates and the frequency of inspections shall be included in the H&S Plan.
4. The H&S Plan shall contain a list and template of all the inspection registers which shall be kept on site:
 - a. The templates must correlate with the machinery and equipment listed on site;
 - b. The inspector responsible for the inspection and maintenance of the register must be appointed in writing. Proof of training and competency in the performance of the inspections must be documented.

23. Contractors and Sub-contractors

1. Contractors and sub-contractors must be given a copy of this H&S Specification and any additional specification issued by the client, and shall comply with these specifications integrally. All employers working on this site shall conform to the standard in the CHSS. All the duties of a Principal Contractor in this CHSS equally apply, in full, to contractors of such Principal Contractor and to sub-contractors of such contractors.
2. The Principal Contractor shall ensure that all contractors and sub-contractors under his control, plan the construction work in a H&S Plan, approved by the Principal Contractor; such H&S plan and H&S file shall be in accordance with guidelines provided in the specifications.
3. Whenever a contractor or sub-contractor's H&S plan is approved, the Principal Contractor shall communicate with the Agent (at xavier.redcliffe) for verification of the approved H&S plan prior to the contractor being allowed to start work. Unless the Principal Contractor has been notified of the approval of the H&S plan in writing by the Agent, no contractor shall commence work on site.
4. Principal Contractors shall ensure that all contractors and sub-contractors comply with their H&S Plans, based on all applicable H&S Specifications, the requirements of the OHSA and all other relevant legislation.
5. Regular planned task observations planned H&S inspections and monthly audits of all contractors and sub-contractors must be recorded and filed in the principal contractor's H&S File, for inspection by the client Agent.
6. The Principal Contractor shall ensure that the comprehensive and updated list of all the contractors and sub-contractors on site, placed in the H&S file, includes:
 - a. A reference to the agreements between the parties, including all contractor's Section 37(2) agreements with the Principal Contractor and the Section 37(2) agreements with the client.
 - b. The type of work being done.
 - c. The date of the approval of the H&S plan.
 - d. The date of expiry of the COIDA certificate of good standing.
 - e. The date of the last monthly audit.
7. Principal Contractors shall ensure that each contractor and each sub-contractor enters into a Section 37(2) Mandatary Agreement with the client and that these agreements are signed and in place prior to approval of the contractor's or sub-contractors' H&S plan. The original agreement must be filed in the H&S file of the principal contractor.
8. The Principal Contractors' H&S Plan must include the Principal Contractor's procedures to ensure that all contractors and all sub-contractors fully comply with all H&S requirements; this must include, but is not limited to, defining the submission, assessment and final approval method (including the nominated responsible person) of H&S Plans of sub-contractors and the signing of a mandatary agreement with the client.

24. Personal Protective Equipment and Clothing

1. The Principal Contractor shall ensure that every employee is issued with, and wears SABS-approved PPE, consisting of all PPE identified in the risk assessment.
2. All the contractors' employees shall wear full length overalls and shall wear identification with respect to the employer.
3. All employees performing construction work shall wear steel-capped safety boots and a hard hat.
4. Employees working in the vicinity of mobile plant or construction vehicles shall wear a reflective vest; reflective stripes on overall do not meet the required visibility and shall not suffice.
5. The use of respiratory protective equipment shall be defined in the site risk assessment and validated at the hand of hygiene measurements of airborne pollutants for the specific risk.
6. The H&S Plan shall contain an outline of the PPE to be used and the management of such PPE on site, including the issuing of PPE, storage, any sanitising of PPE and all disposal of PPE.
7. Failure to use protective equipment as per the site risk assessment shall require disciplinary intervention and this process shall be documented in the site induction.
8. Disposal of PPE must conform to the Environmental legislation.

25. Occupational Health and Safety Signage

1. The Principal Contractor shall erect and maintain quality safety signage.
2. The signage shall include, but is not be limited to:
 - a. The work permit number displayed at the entrance
 - b. A sign indicating that all visitors must report to the site office and must be accompanied by the principal contractor when accessing the site
 - c. The name and telephone number of the responsible person(s)
 - d. Emergency telephone number(s)
 - e. PPE to be worn at the particular site
 - f. Traffic controls
 - g. Excavations and working at heights signs

26. First Aid Management

1. The Principal Contractor shall ensure that adequately trained first aiders are on site at all times when construction employees are on site; this is applies even if less than 10 employees are on site.
2. The Principal Contractor, any contractor or sub-contractor shall ensure that it appoints a trained First Aider on site regardless of number of labour on site.
3. First aiders shall be identified and shall have immediate access to a comprehensively stocked first aid box.
4. Such first aid box shall be stocked to include all first aid equipment as per the minimum requirements listed under General Safety Regulation 3, and any additional items identified in the risk assessment.
5. Where shift work is performed, each shift shall comply with the above first aid requirements.
6. All the above controls shall be documented in the H&S Plan.

27. Incidents, Accidents and Emergencies

1. All near misses, incidents and accidents must be recorded, investigated and managed in accordance with the statutory provisions.
2. Each H&S incident and accident must be recorded in a register kept in the H&S file; a template of the register shall be included in the H&S File.
3. Every accident shall be reported to the Agent immediately; that is as soon as the construction manager or the supervisor or the principal contractor becomes aware of it.
 - a. Such reporting must occur via direct contact (person-to-person or via telephone) and via e mail to xavier.redcliffe@xaks.co.za.
 - b. Incident Investigation process must be followed by competent role players and a preliminary investigation report must be submitted to the Agent within 24 hours for review and comment.
 - c. Final investigation must be finalized by the Principal Contractor and submitted to the Agent within 7 working days, unless requested otherwise.
4. A record of all incident investigations shall be kept in the health and safety file and all records shall be made available to the client without exception; this includes records relating to Section 24 of the OHS Act.
5. Where a fatality or permanent disabling injury or any incident referred to in Section 24 occurs on the construction site, the Principal Contractor must ensure that the provincial director is provided with a report contemplated in section 24 of the Act, in accordance with regulations 8 and 9 of the General Administrative Regulations, 2013, and that the report includes the measures that the Principal Contractor intends to implement to ensure a safe construction site as far as is reasonably practicable.
6. The Principal Contractor shall ensure that contractors and sub-contractors apply the same measure and shall require that this process is documented in these contractor's H&S plan. The Principal Contractor's H&S plan shall include a specific procedure in this regard, which shall include that all documents and instructions in respect of any incident referred to in Section 24 shall immediately and unconditionally be forwarded to agent.
7. The contractor shall organise and document detailed emergency and accident arrangements on site and outline these, in detail, in the H&S Plan. These arrangements shall be specific for the site H&S risks and shall make specific provisions for:
 - a. A specified ambulance service
 - b. A method to ensure that the appropriate COIDA documents are available on site, so that prompt medical aid, as defined in the COIDA, may be available to any injured employee.
8. The emergency arrangements shall be displayed on site and shall include:
 - a. A comprehensive emergency and evacuation plan
 - b. An emergency flow chart
 - c. An updated list of emergency telephone numbers
9. A site emergency and evacuation plan shall be included in the H&S plan.

28. Facilities for Employees

1. The Principal Contractor shall document the construction site's method to ensure the statutory application of employee's rights in terms of employee facilities as defined in the OHS Act, the General Safety Regulations and the Construction Regulation, including:
 - a. The provision of facilities for safekeeping and changing
 - b. The method of ensuring that employees requiring to change on site can do so in privacy
 - c. The provision of an eating area
 - d. The provision and maintenance of sufficient toilets on site.
2. Contractor's toilets must be:
 - a. Fixed so as to avoid becoming wind-blown

- b. Sign-written: 'Male' and 'Female' use
 - c. Sanitised daily; an inspection and sanitising record must be kept in the H&S file
 - d. Inspected daily and, where bucket collections are in place, emptied at least twice a week and one of these occasions must be on Fridays.
3. Consider the scope of works, the principal contractor should consider having temporary toilet at strategic points on site where works will be performed.

29. Audits and inspections

1. The client Agent shall conduct regular health & safety audits to ensure legal compliance and compliance with the Principal Contractors' H&S Plan.
2. Records of findings and audits shall be kept in the Principal Contractor's H&S File together with a record of any non-conformance report, investigation and corrective & preventative action.
3. The Principal Contractor shall document corrective action planning and forward this to the Client Agent within 48 hours of receiving a finding.
4. The Principal Contractor's H&S Plan shall document the corrective and preventative action procedure applicable to the project, including the planned method to ensure that non-conformities are managed immediately.
5. The client Agent shall stop all or any work which does not conform to the H&S Plan, which is contradictory to statutory requirements or which poses a threat to the health and safety of persons.
6. The Principal Contractor shall conduct and document monthly health & safety audits of all contractors and sub-contractors to ensure compliance with the OHSWA, its Regulations and the Principal Contractors' H&S Plan and of these contractor's H&S plan.
7. Records of Principal Contractor audits of all contractors and sub-contractors on site shall be kept in the Principal Contractor's H&S File together with a record of any non-conformance report, investigation and corrective & preventative action by sub-contractors and shall be made available to the Agent during monthly H&S audits.

30. Fall Risks

Scaffolding:

1. The Principal Contractor shall submit the appointment letter and proof of competency of the competent persons appointed as:
 - a. Scaffold erectors
 - b. Competent person to inspect, maintain, move or dismantle scaffolds,
 - c. Competent person to supervise all scaffolding operations.
2. The H&S Plan must include the signed letters of appointment and the proof of competency.
3. The Principal Contractor shall ensure that all scaffolding complies with the requirements of the OHSWA and Regulations and with the requirements of Temporary Works in this CHSS.
4. Scaffold erectors and inspectors must be formally trained and certified competent; such training must conform to the requirements of SANS 10085.
5. Scaffolds must be clearly tagged with safe access signage; scaffolds must be inspected daily prior to use and weekly by the scaffold inspector. All scaffolds on site must be individually identified and display a safe/not safe sign.
6. Inspections by the scaffold inspector must be documented on the scaffold tag and in a register; a template of the tag and of the register shall be included in the H&S file.
7. All scaffolds must be accessed with a ladder only. Ladders must be inside the scaffolds and hatches must close ladder-openings in decks.

8. All scaffold decks must be fully covered and barricaded so as to prevent persons working there from falling off.
9. Scaffold erectors must attach a fall prevention harness at all times; the double lanyards must be fitted with scaffold hooks only.
10. The H&S Plan shall include the safe work instruction applicable to all employees working on scaffolds and the method of ensuring competency.
11. Standard scaffolding designs, approved by a competent designer of the Principal Contractor may be included in the H&S file and all such scaffolds on site must conform to this standard.

Fall Protection and Fall Risk Work

1. The construction work includes high-risk fall risk work.
2. The Principal Contractor shall submit the name and the curriculum vitae of the competent person who has been appointed to prepare a fall protection plan together with the signed letter of appointment, in the H&S file.
3. The fall protection plan shall strictly comply with the requirements of the OHS Act, SANS10085-1, and the planning shall be commensurate with the fall risk work.
4. The fall protection plan shall include all fall risk work which is planned to be performed by contractors or sub-contractors.
5. The Principal Contractor and any contractor shall ensure that:
 - a. All fall risk work is planned and forms part of the daily safe task instructions; note that :
 - i. Work from a ladder or work where ladders are used as access tool are potential exposures of employee to falling either from, off or into and such work is considered 'heights work'
 - ii. There is no minimum of maximum height defining fall risk
 - iii. Fall risk work done on an ad hoc basis or which forms part of abnormal or emergency processes shall be risk assessed and employees shall be instructed in the safe work process prior to work commencing
 - b. Only trained and competent persons with a valid medical certificate of fitness are permitted to perform fall risk work
 - c. All medical certificates of fitness for fall risk work are issued by a registered occupational medical practitioner and are included in the H&S file
 - d. All elevated areas are reached by means of a ladder, scaffold or man cage; and climbing on machinery, installations or make-shift means of access is not permitted
 - e. No person must be allowed to work under an area where there is a risk of falling tools or materials
 - f. As far as reasonably practical all openings through which persons can fall are closed off with material which can support the weight of a person; such material shall be permanently fixed over the opening
 - g. Where openings cannot be closed, a sturdy barricade of at least 1.5 m high, which adequately prevents persons from falling through the opening, shall be in place at all times
 - h. Man-lift machinery is not used for lifting of materials in position
6. A copy of the fall protection plan, the signed appointment letter and proof of competency must be included in the H&S file.
7. Where the use of any harnesses is indicated in the fall protection plan, the H&S Plan shall contain the following:
 - a. The need for the use of fall prevention- or fall arrest harnesses
 - b. The safe application, attachment and maintenance processes for harnesses

- c. The type of harness and the type of hook to be used and the specific attachment points applicable to the fall risk work
- d. The method of storing the harnesses when not in use
- e. The method and register for the safety inspection of harnesses
- f. A fall recovery method statement.

31. Hot Work, Fire Risks, Fire Extinguishers and Fire Fighting Equipment

1. No open fires are allowed on site.
2. All flammable products must be stored in an adequate storage facility; this process shall be documented in a method statement in the H&S Plan.
3. The Principal Contractor shall provide suitable fire extinguishers, which shall be serviced regularly, in accordance with the manufacturer's recommendations.
4. Safety signage shall be prominently displayed in all areas where fire extinguishers are located. The Principal Contractor shall arrange for the training of the relevant personnel, in the use of fire extinguishers.
5. The fire extinguisher inspection register and the letter of appointment of the competent inspector shall be included in the H&S Plan.
6. No hot work is permitted on site or in the builders' yard unless appropriate screens, fire prevention, fire extinguishing and a documented safe work permit system are all in place.
7. The principal contractor shall include a hot work method statement in the H&S plan for approval. Each person perform hot work shall be trained in the use of a fire extinguisher and this training shall be documented in the H&S file.

32. Existing Services

1. The Principal Contractor should ensure an on-site assessment is to determine the existing services before commencement of construction work.
2. Upon identification of the existing services, mitigation measure should be implemented on site to ensure minimal disruption or risk exposures to employees. Safe clearance distances should be implemented for all known services on site and the movement and operations of mobile plant should be adequately planned and managed on site.
3. The contractor should therefore ensure the required wayleaves are obtained from the relevant authorities if required.
4. The Principal contractor should ensure safe working method are implemented on site with regards to working in close proximity of existing services.

33. Live Energy Work and Electrical Reticulations and Machinery

1. The Principal Contractor shall appoint a competent electrician who shall ensure zero potential of all electrical reticulations worked on and who shall ensure that dedicated power sources are safely installed for the use during the construction. A registered competent Electrician shall also be responsible to ensure safe and compliant electrical installations in the newly built sections.
2. The Principal Contractor shall appoint a competent person to identify and inspect all exposed underground cables, overhead cables or any other electrical installations to ensure that these are not a hazard to any person.

3. The competent person shall certify and inspect all temporary electrical installations and machinery; the frequency shall be determined in the H&S plan.
4. The letters of appointment, proof of competency and registers applicable to these inspections shall be included in the H&S Plan.
5. All electrical cables shall be assumed “alive” and, where applicable, the Principal Contractor shall take adequate steps to ensure that all persons are prevented from accessing any electrical installations.
6. All existing electrical services must be assumed live at all times.
7. No live energy work shall be performed. Contractors will ensure that all energy is brought to zero potential, that residual energy is purged, that energy sources are switched off and locked out by all employees working in the danger zone and are tagged, prior to any work being performed on the energy source or reticulation. The contractor shall include a zero Potential, Lock Out and Tag Out method statement and safe work instruction(s) in the H&S Plan.
8. No electrical machinery shall be allowed to have any joined leads.
9. The principal Contractor shall ensure that all electrical testing equipment to be used on site has a valid calibration and that the calibration sticker is affixed to the equipment, clearly indicating the calibration date and the next due date.
10. Any unsafe condition shall be reported immediately to the client and the Principal Contractor shall take immediate steps to prevent employees or members of the public from gaining access to the dangerous installation and the area surrounding it.
11. The Principal Contractor shall appoint a competent person to inspect all portable electrical tools, including leads. The letter of appointment and template of this inspection register shall be included in the H&S Plan.
12. The Principal Contractor shall include a method statement for the safe use of portable electrical tools, including the management of the hazards of extension leads.
13. Where temporary installations are installed a COC for these installations shall be included in the H&S File.
14. Where applicable, the contractor shall include any ‘electrical dangerous work procedure’ in the H&S Plan.

34.Ladders

1. Ladders shall be compliant to the statutory requirements.
2. Ladders shall only be used for the purpose for which they are designed.
3. Ladders shall be identified, inspected regularly and the record of the inspection shall be kept in the H&S file.
4. A-frame ladders shall have a patent spreader bar system.
5. Ladders shall extend at least 90 cm above any level or opening accessed with the ladder.
6. No vertical ladders shall be accessed by any person unless firmly attached at the bottom and top or held in place by a fixed installation or a buddy.

35.Storage and use of flammable liquids

1. No flammable substance must be stored on site unless these are stored in a flammable store or cage; no other materials shall be stored in the flammable store.
2. Where required, the H&S plan shall include a method detailing the safe use, storage, decanting and spill controls for all flammable liquids used or stored on site.
3. Storage management must comply with Environmental legislation.

36. Hazardous- Chemical Substances

1. With respect to hazardous chemical substances used, the contractor shall ensure that:
 - a. All MSDS are included in the H&S file
 - b. A HCS risk assessment is included in the H&S plan
 - c. The safe use, storage, emergency procedures and safe disposal of hazardous substances are addressed in a method statement/s, included in the H&S Plan.
 - d. Proof of competency and signed letters of appointment of the person responsible for chemical handling, is included in the H&S file.
2. Any hazardous chemical substance intended to be applied on site during the project (i.e. after approval of the H&S Plan) shall be subject to an issue-based risk assessment and method statement, which must be presented to the client Agent prior to the substance being introduced on site.

37. Housekeeping, Stacking, Storage and Drop Zones

1. The Principal Contractor shall appoint a person responsible for general housekeeping and stacking and storage of materials and equipment on the entire site.
2. A method statement for the safe management of the drop zone shall be included in the H&S file.
3. A method statement for the safe lowering of materials shall be included in the H&S file.
4. All deliveries of building materials shall be controlled by the appointed person for stacked areas agreed with the client.

38. Waste

1. The Principal Contractor shall appoint a person responsible for site-wide control & removal of scrap, waste and debris;
2. No hazardous waste, combustible materials and containers shall accumulate on the construction site;
3. The Principal Contractor shall document a waste management method statement in the H&S file.
4. Designated waste areas should be identified on site.
5. Waste management must comply with the Environmental legislation.
6. All waste skips removed from site must be recorded and a proof of final deposit at a registered waste site (waste disposal certificate) must be on record in the H&S file.
7. Waste bins for domestic waste must:
 - a. Be placed at all eating areas
 - b. Have a functional lid, which prevents windblown dust and entry by monkeys
 - c. Be emptied daily.

39. Occupational Health

1. The H&S file shall include:
 - a. All medical certificates of fitness for all employees working on the site, a list of all employees on site must be generated by the principal contractor and updated on a monthly basis. This list should include all sub-contractor as well.
2. The Principal Contractor and every contractor shall ensure that a person-job specification (PJS) is issued for each job title on the construction site. The PJS specification should be sent with each employee to the occupational medical practitioner in order for the medical testing and assessment to be relevant to the statutory requirements and the risk exposures.

3. All contractors shall use that occupational health examinations, medical surveillance and certificate of fitness are conducted for all employees working on the project.

40. Access, traffic management and camp site

1. All employees of all contractors working at the construction site shall access the site camp before works commence.
2. No employee shall be transported together with goods or tools.
3. All construction vehicles operating on site must comply with the requirements of the National Road Traffic Act, 1996.
4. All activities planned to occur in the campsite shall be risk assessed and planned; this includes risk controls for the parking of staff- and visitor's vehicles, parking of mobile plant and machinery, dedicated storage areas, planned and compliant stacking practices, traffic controls, including the safe separation of pedestrian (employee) transport from risk areas.
5. Every construction vehicle shall:
 - a. Be in serviceable condition and safe.
 - b. Be inspected by a competent person daily and the result of the inspection logged in a register kept in the vehicle.
 - c. Where non-conformities are identified, these shall be subject to immediate and documented appropriate corrective action.
 - d. Have a serviced portable fire extinguisher installed at all times.
 - e. Be operated by a competent driver appointed in writing; the driver shall:
 - i. Be in possession of a conforming driver's license;
 - ii. Be in certified medically fit as a driver.

ANNEXURE A

Acknowledgement of the H&S Specification by Principal Contractor

Construction Health & Safety Specification

Issued in terms of the Occupational Health and Safety Act, 1993

Construction Regulations, 2014

I _____ representing Principal Contractor have satisfied myself with the content of this Construction Occupational Health and Safety Specification and shall ensure that the Principal Contractor, all contractors and sub-contractors and all employees on site comply with it.

Signature of Principal Contractor

Date

Signature of Agent

Date

This document must be signed and returned to the Pr. Construction Health and Safety Agent.

ANNEXURE B

Client Baseline Risk Assessment (find attached)



**CLIENT
BASELINE RISK ASSESSMENT
FOR THE AIRCON REPAIR AND
INSTALLATION**

20 February 2024.


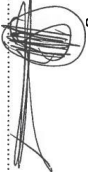
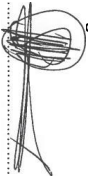
Revision 0

DOCUMENT CONTROL SHEET

PROJECT NAME : Aircon Repair and Installation
DOCUMENT TITLE : Client baseline risk assessment for the Aircon Repair and Installation.
DOCUMENT NUMBER : XAKS-BRA-WC-G-47

SIGNING OF THE ORIGINAL DOCUMENT

We, the undersigned, accept this document as a stable work product to be placed under formal change control as described in our internal Procedure for Controlled Documents.

ORIGINAL	Prepared by	Reviewed by	Approved by
Date: 22-02-2024	Name: X Redcliffe Signature: 	Name: L. Mzamo Signature: 	Name: L. Mzamo Signature: 

20 February 2024.

CLIENT: GEORGE MUNICIPALITY

DOCUMENT NAME: CLIENT BASELINE RISK ASSESSMENT

PROJECT NAME: AIRCON REPAIR AND INSTALLATION

HEALTH AND SAFETY AGENT: XAKS CONSULTING (Pty) Ltd

XAVIER REDCLIFFE

PROFESSIONAL CONSTRUCTION HEALTH AND SAFETY AGENT – Pr. CHSA/56/2017 (SACPCMP)

THIS DOCUMENT WAS PREPARED BY:

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Content:

1. Introduction
2. Risk profile
3. Baseline Risk Assessment
4. Annexure of Acknowledgement

CLIENT BASELINE RISK ASSESSMENT

1. Introduction:

This project entails the repair and installation of Aircons.

2. Risk Profile

The risk profile is identifying the key areas of risk exposure that the client is highlighting to be considered by the respective contractors as part of the construction of the infrastructure:

- Exposure to known and unknown services
- Public risk exposures
- Operational buildings
- Dust exposures and nuisance
- Noise exposures and nuisance
- Vibration exposure
- Manual handling & related ergonomic stressors
- Working at heights
- Temporary works exposures
- Lifting and lowering operations
- Grinding and cutting operations
- Handling and storage of chemicals
- Fire risk exposure
- Stacking and racking exposure

3. Baseline Risk Assessment:

The risks identified in this assessment relates to the client's duties, the principal contractor and all other contractors appointed on this project will be required to develop a details baseline risk assessment on the risk exposures experienced on site and relevant to the project scope of works.

No	Processes or Conditions	Potential Hazards	Risk
1.	Known/unknown services for water, electricity	Electrocution, water leaks	Shock, burns, illness as a result of sewer exposure
2.	Poor management of social -economic risks	Exposure to crime on site	Injuries, damages and theft
3.	Access and transport on and to works areas	Unsafe Transportation, lack of adequate traffic control and road worthiness of vehicles.	Motor vehicle accident and fatalities. Personal injuries of non-construction workers due easy unauthorized access.
4.	Public Health and Safety	Lack of construction work signage and supervision, construction material causing obstruction, obstructing path and walkways; unsafe site conditions,	Lacerations, fractures, accidents
5.	Off-loading equipment, machinery, materials	Manual rigging and crane operations- rigging- movement of equipment	Falling and moving objects or machinery Ergonomic strain, crush, death
6.	Stacking & Storage	Moving storage or stacks picking off stacks	Falling objects or machinery- crush injuries
7.	Dust exposure	Construction activities generating dust	Respiratory irritation - silica induced illness, poor visibility on site Public compliant
8.	Noise exposure	Construction activities generating noise, pumps generating noise	Noise induce hearing loss
9.	Whole Body and hand vibration	Mobile plant operations, using vibrating electrical or mechanical equipment	Whole body Vibration back and muscular strain
10	Waste management	Waste accumulation, risk of fire, pollution, unauthorized dumping	Construction rubble polluting, illegal dumping
11	General construction work with hand tools and portable electrical equipment	Hand tools- small portable electrical tools- manual handling- sharp articles –electricity	Hand-, eye injuries; crush injuries, noise exposure, dust exposure –ergonomic strain –electrical shock -fire

No	Processes or Conditions	Potential Hazards	Risk
12	High risk dangerous work	Work with and amongst construction machinery Working inside exactions, heights work: ladder, scaffold, roof works	Lacerations, fractures, caught in machine; Local effects (skin, eye, respiratory), falls, death
13	Mobile plant operations	Mobile plant and truck movement	Accidents
14	Handling of heavy objects	Unsafe lifting articles and placement of equipment	Serious injuries and amputations
15	Working at heights	Ergonomic hazards Collapse	Strains Serious injuries- multiple persons- fatality
16	Electrical work	Unsafe electrical exposure	Electrocution, fatality, damage to property due to fire
17	Use of ladder	Collapsing –fall -drop	Severe injury- fatality
18	Hot works	Sparks, heat, fire and smoldering	Eye-, skin injury, arc eye, burns, fire
19	Use of chemical substances	Cement-dust, diesel, Paint	HCS-specific illness
20	Manual lifting and rigging	Ergonomic stress Unsafe rigging equipment, unsafe rigging methodology	Back and other muscular injury or disease Crane collapse, falling equipment's, serious injuries and fatalities
21	Waste management	Waste accumulation	Construction rubble polluting, illegal dumping, stealing, crime

4. Annexure of Acknowledgement

Acknowledgement:

I, _____ representing

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

Signature of Principal Contractor

Date

Signature of Agent

Date

Acknowledgement of the Client Baseline Risk Assessment for the Project