

NORTHERN CAPE DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND TRADITIONAL AFFAIRS



EMERGENCY HOUSING GRANT

RFQ No: 2334-11-18/01

**TO ACT AS AGENT IN TERMS OF THE CONSTRUCTION REGULATIONS, 2003
AND 2014 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF
1993) FOR THE CONSTRUCTION OF TEMPORARY RESIDENTIAL
ACCOMMODATION UNITS IN LERATO PARK INFORMAL SETTLEMENT'S**

April 2021

QUOTATION SUBMITTED BY:

Name of Company: _____

Address: _____

Telephone No: _____

Issued by:

CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS
AND TRADITIONAL AFFAIRS

Larry Moleko Louw Building, 9 Cecil Sussman Road,
Kimberley

Private Bag X5005, Kimberley

Tel: +27(0)53 830 9422

Fax: +27(0)53 831 4308

Attention: Ms I Lekalake

Compiled by:

BIGEN AFRICA REAL ESTATE

Physical Address:

4 Jacobus Smit Street, Labram, Kimberley.

PO Box 110092, Kimberley, 8300.

Tel: +27 (0)53 831 2935

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**Enquiries: M W Pretorius PrEng
CLOSING DATE: 22 April 2021 at 11:00**

REQUEST FOR PROPOSAL AND QUOTATION TO ACT AS AGENT IN TERMS OF THE CONSTRUCTION REGULATIONS, 2003 AND 2014 OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993) FOR THE CONSTRUCTION OF TEMPORARY RESIDENTIAL ACCOMMODATION UNITS IN LERATO PARK INFORMAL SETTLEMENT'S

1. BACKGROUND

The Department of Cooperative Governance, Human Settlements and Traditional Affairs of the Northern Cape Province ("COGHSTA"), hereby invites you to submit a proposal and quotation for the rendering of occupational health and safety services in terms of the construction regulations, 2003 and 2014 of the occupational health and safety act (act 85 of 1993) for the construction of 200 temporary residential accommodation units in Lerato Park Informal Settlement in the Sol Plaatje Municipality area of jurisdiction.

Your firm's proposal and quotation should be based on the guidelines as provided below in this document. Your firm's quotation should address all activities to complete the scope of work as described below. The 200 temporary residential accommodation units forms part of the Emergency Housing Grant.

This request for proposal and quotation is subject to the conditions below.

2. PROPERTY LOCATION

The project is located in Lerato Park, North West of Kimberley town between the townships known as Galeshewe and Roodepan, under the jurisdiction Sol Plaatje Municipality, Frances Baard District Municipality, Northern Cape Province.

3. PROCUREMENT

Functionality and 80/20 principle evaluation criteria will apply. Based on functionality the tenderer should score 70 (70%) out of the possible 100 or more on the following criteria to be further evaluated:

Functionality	Criteria	Maximum Points
1	Experience	35
2	Project Staff Experience	35
3	Women Youth and People with disabilities Owned	20
4	Locality	10
TOTAL		100

Criteria 1: Experience (Scoring a maximum of 35%)

Sub-Criteria:	Points Awarded
Completion of at least 5 projects of similar scope and condition in the last 5 years, supported by contactable references	35
Completion of at least 3 projects of similar scope and condition in the last 5 years, supported by contactable references	20
Completion of at least 2 projects of similar scope and condition in the last 5 years, supported by contactable references	10
1. Total possible points for method and approach of Tenderer	35

Criteria 2: Project Staff Experience (Scoring a maximum of 35%)

Sub-Criteria:	Points Awarded
Proof of Professional registration with the relevant statutory authorities and with at least 5 years' experience in building and civil environment.	30
Proof of Professional registration with the relevant statutory authorities and with at least 3 years' experience in building and civil environment.	20
Proof of Professional registration with the relevant statutory authorities and with at least 2 years' experience in building and civil environment.	10
Total possible points for Qualified and registered professional	30

Criteria 3: Women Youth and People with disabilities Owned (Scoring a maximum of 20%)

Sub-Criteria:	Points Awarded
Companies who are 100% owned by Women, Youth and People with disabilities	20
Companies who are between 50% and 100% owned by Women, Youth and People	10
Total possible points for Women and Youth Owned	20

Criteria 4: Locality

Sub-Criteria:	Points Awarded
Companies who are based in Northern Cape	10
Total possible points for Locality	10

4. CONSTRUCTION OVER VIEW

The Project is located within the jurisdiction areas of the Sol Plaatje Municipality ("SPM") and Tsantsabane Local Municipality ("TLM") planned to deliver 200 temporary residential accommodation units over an envisage period of 4 months. COGHSTA is the developer and the SPM is the land owners. The land was made available by the SPM to COGHSTA for the development of the project by means of a Land Availability Agreements.

The project aims to deliver some 200 temporary residential accommodation units opportunities in the SPM.

The scope of works for the temporary residential accommodation units are as follows:

- a) Clearing and levelling of Site
- b) 150mm G5 Gravel fill compacted to 93% MOD AASTHO. (founding properties of the area to be considered)
- c) Concrete Slab (25 MPa, minimum thickness of 100mm for 30m²)
- d) Construction of Temporary Housing Unit
 - Minimum 30m²
 - 2 bedrooms, with internal Masonite door frames and 2 lever locks
 - 0.5mm Galvanised Roof Sheeting, with a minimum pitch of 5 degrees
 - One standard Steel door with cold rolled 75x50x20x2.5mm door frame
 - 3 lever SABS approved lock
 - Windows (5% of floor area, type D7 with 3mm glazing)
 - Thermal isolation

5. SCOPE OF WORK

The scope of work consists of, but is not limited to the following:

Activity 1: Pre-tender phase (Design and Planning stage) – Once off

- Ensure that the designers comply with their duties and responsibilities,
- Ensure that the Construction Health and Safety Specification is prepared and timeously submitted together with measurement items to be incorporated in the Bill of Quantities of the tender document to be advertised to prospective tenderers,

Activity 2: Post tender phase - Once off

- Tender clarification meeting to clarify any queries with reference to tenders that were submitted,
- Asses the Principal Contractor(s)' Health and Safety Plans against the Health and Safety Specification included in the tender document, in terms of Construction Regulation 4(2);
- Assess the costs allowable by the Principal Contractor for the implementation of successful tenderer's Construction Health and Safety Plan;

Activity 3: Pre-contract phase - Once off

- Negotiate, agree, generate and sign off the content of the Principal Contractor's Health and Safety Plan. See Construction Regulation 4(2);
- The client together with the appointed Principal Contractor to complete and sign off the legally required "Notification of Construction Work". See Construction Regulation 3(1)(a) &(b);
- Ensure that the Principal Contractor is appointed in writing;
- Seek corporation of and cooperate with anyone involved in a construction project at an adjoining site to enable them to perform their duties in terms of the Occupation Health and Safety Act (Act 85 of 1993) and its Regulations, especially the Construction Regulations, 2003 and 2014;
- Facilitate cooperation and coordination of all stakeholders / duty holders including stakeholders / duty holders of adjoining construction sites and ensure that suitable arrangements are made and implemented for the coordination of occupation health and safety measures during planning and preparation for the construction phase of the project.

Activity 4: Contract phase – Monthly for the duration of the contract

- Ensure that the Principal Contractor's Health and Safety Plan is available on request to an employee, inspector (Department of Labour) and contractors. See Construction Regulation 4(3);
- Stop the Principal Contractor or any other appointed contractor from executing construction work, which is not in accordance with the approved Health and Safety Plan or which poses a threat to the health and safety of any person. See Section 8(2)f, Section 37 and the Construction Regulation 4(1)e of the Occupation Health and Safety Act (Act 85 of 1993);
- Conduct monthly Health and Safety Compliance Audits on the Principal Contractor, provide feedback on audit outcomes and conduct follow-up inspections to ensure corrective actions that will meet the agreed deadlines. See Section 8(2)(f)(g) and Construction Regulation 4(1)(d) of the Occupation Health and Safety Act (Act 85 of 1993);
- Take all reasonable measures to ensure cooperation between designers and the appointed Principal Contractor during the construction phase in relation to any design or change to a design. See Section 8(2)(d)(é) and Construction Regulation 4(1)(d) of the Occupation Health and Safety Act (Act 85 of 1993);

- Attend monthly site meetings. See Section 8(2)(e) and Construction Regulation 4(1)(d) of the Occupation Health and Safety Act (Act 85 of 1993).

Activity 5: Post contract phase - Once off

- Review the Principal Contractor's consolidated Health & Safety File prior to the final commissioning of the site. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993);
- Prepare where none exists or otherwise review and update the Health and Safety File(s) by incorporating relevant information from other duty holders. Retain one copy of the Health and Safety File for the client. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993);
- Prepare additional copies of the Health and Safety File and prepare copies of abstracts of the Health and Safety File for delivery to the tenants by the client. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993);
- Ensure that all incident / accident investigations are concluded prior to handover. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993);
- Prepare the Health and Safety Closeout Report. See Construction Regulation 5(7)(8)(9) of the Occupation Health and Safety Act (Act 85 of 1993).

It must be noted that the successful service provider to be appointed for the rendering of the services as described above will also be required in terms of the Safety Agent appointment to be made to render all other necessary occupational health and safety agent services to ensure compliance by the designers and appointed Principal Contractor(s) / Sub Contractor(s) with the Construction Regulations, 2003 and 2014 and all other Regulations of the Occupation Health and Safety Act (Act 85 of 1993).

The appointment to be made to the successful service provider will also include the co-ordination with other members of the professional team, attending meetings and all other related functions. It will also be required from the successful service provider to be appointed to sign a written agreement in terms of Section 37(2) of the Occupational Health and Safety Act (Act 85 of 1993), please see the attached agreement.

6. PROOF OF EXPERIENCE AND PREVIOUS WORK DONE

You are required to provide as part of your proposal / quotation proof of previous work that you and / or your firm has done similar to the scope of the work as described above.

7. BEE STATUS

You are required to provide as part of your proposal / quotation proof of your firm's current certified BEE status.

8. REMUNERATION

The remuneration to the successful Occupational Health and Safety Agent to be appointed will be done according to the items described and to be priced by your firm in Annexure A1. Your firm's quotation should include disbursements, travelling. Please note that a **zero VAT rate** will be applicable, since VAT are not payable on subsidised housing. Your quotation should be submitted in the format as described in the Pricing Data.

It must be noted that if your firm is successful and appointed as the Occupational health and safety Agent for the scope of work as described above for the construction of 200 temporary residential accommodation units in Lerato Park Informal Settlement in the Sol Plaatje Municipality area of jurisdiction any further expenditure over and above the amounts as indicated by your firm in the pricing data must be motivated in writing by your firm and approved by COGHSTA, prior to any such expenditure.

9. COMPLETION DATE

The estimated construction duration is 4 months (Expected commencement at the beginning of April 2021) for the construction of 200 temporary residential accommodation units in Lerato Park Informal Settlement in the Sol Plaatje Municipality area of jurisdiction.

10. TERMS AND CONDITIONS

The COGHSTA will appoint the successful Occupational health and safety Agent for the rendering of the occupational health and safety services as described above. Payment to the successful Occupational health and safety Agent to be appointed will either be made by Bigen on behalf of COGHSTA or by COGHSTA.

The successful Occupational health and safety Agent to be appointed shall not, during the currency of its appointment or after the termination thereof, be entitled whether for its own benefit or that of others, to make use of or avail itself of / or derive profit from any information or knowledge specifically related to this project and associated infrastructure development, which it shall or may have acquired by reason of its association with this Project.

The successful Occupational health and safety Agent to be appointed shall keep secret and not directly or indirectly disclose or divulge to any person or entity (save and except insofar as may

be absolutely necessary in the normal and ordinary course of their business related to this project) any of the business, financial affairs, dealings, inventions, formulae, methods, drawings, documents, designs or any other information whatsoever, having relation or reference to the Project, business, property or concerns of the Client (COGHSTA and Bigen Africa) in this instance, which come into possession of the successful Occupational health and safety Agent to be appointed.

11. REPORTING AND COMMUNICATION

Bigen has been appointed as the Implementing Agent ("IA") of COGHSTA for the Project and all communication regarding the rendering of the occupational health and safety services. The estimated construction duration is 4 months (Expected commencement at the beginning of April 2021) for the construction of 200 temporary residential accommodation units in Lerato Park Informal Settlement in the Sol Plaatje Municipality area of jurisdiction should be done with Bigen. Bigen's representative is Mr Marthinus Pretorius and Mr Pretorius's contact details are as follow:

Cell.: 082 557 3964

E-mail: Marthinus.pretorius@bigengroup.com

The successful Occupational health and safety Agent to be appointed will therefore, after appointment by COGHSTA report to Bigen.

12. PROFESSIONAL REGISTRATION AND INSURANCE

You are required to provide proof of your professional registration / your firm's professional registration with the relevant statutory authorities as part of your firm's proposal / quotation submission.

The successful Occupational health and safety Agent to be appointed will be required to take out and maintain, for the full duration of the performance of the appointment to be made, the following insurance cover:

- (a) Professional Indemnity (PI) Insurance providing cover in an amount of not less than R 10 000 000 in respect of each and every claim during the period of insurance. Where the entity providing a proposal and quotation is a joint venture then the value of the PI insurance cover required may be shared between the joint venture partners in proportion to the percentage contribution of each party to the joint venture.
- (b) Public Liability insurance with a limit of indemnity of not less than R 20 000 000 for any single claim, the number of claims to be unlimited during the contract period.
- (c) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases (COID) Act No. 130 of 1993.

13. TERMINATION

COGHSTA will reserve the right to cancel / postpone the appointment to be made to the successful Occupational health and safety Agent to be appointed at any time and to reimburse the successful Occupational health and safety Agent for work done to the satisfaction of COGHSTA and Bigen to date, after which any further obligations shall fall away.

14. ADDITIONAL REQUIREMENTS

- 13.1. The PSP is required to meet the following minimum requirements of which proof must be submitted together with the quotation:
- Company profile with CV's of professionals going to undertake the project.
 - Project proposal (Method statement on how the project will be approached & carried out).
 - A list of satisfied clients and contact details for similar work carried out before.
- 13.2. The project must be completed within a period of 4 months from the date of appointment and a Service Level Agreement shall be entered into with COGHSTA in this regard. At appointment stage, the successful Service Provider shall have 5 working days to accept the appointment in writing.
- 13.3. COGHSTA requires that all suppliers be registered on Government's Central Supplier Database and proof of registration must be submitted along with the quotation and it is subject to verification during the evaluation stage. To register, kindly visit: www.csd.gov.za.
- 13.4. It is also required that quotations be accompanied by fully completed copies of the attached NCP 1, 4, 6, 8 & 9 forms as well as a copy of a certified BBBEE certificate for companies wishing to claim BBBEE preference points and a valid Tax Clearance Certificate.
- 13.5. A Service Level Agreement will be entered into with COGHSTA.
- 13.6. Other procurement conditions are as follows:
- COGHSTA's SCM policy and the PPPF Act of 2000 will apply.
 - The 80/20 evaluation criteria will apply.
 - Functionality (70/100)
 - Quotations must comply with the PFMA and its regulations.
 - Central Supplier Database registration is compulsory.

- COGHSTA reserves the right not to accept the lowest or any other quotation or to accept, where applicable, a portion of any quotation.
- Failure to comply with Procurement Conditions may result in a disqualification.
- COGHSTA does not pay VAT.

13.7. The conditions for the closing of quotations are as follows:

- Quotations close at 11:00 on 22 April 2021 and must be submitted at COGHSTA, Larry Moleko Louw Building, 9 Cecil Sussman Road, Kimberley, 8300.
- Late, faxed or e-mailed quotations will not be accepted.

13.8. Enquiries

- General enquiries contact person: Ms. I Lekalake of COGHSTA
e-mail: ILekalake@ncpg.gov.za
Tel: 053 830 9533

Returnable Documents and Schedules

LIST OF RETURNABLE DOCUMENTS

1. Tenderers are required to submit the following with their quotations:
 - (a) Original valid Tax Clearance Certificate (in terms of the Preferential Procurement Regulations, 2001 published in Government Gazette No. 10684 dated 20 January 2017),
 - (b) **A valid certified copy of a B-BBEE Verification Certificate** from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA).
 - (c) Curriculum Vitae of all professionals going to undertake the project.
 - (d) Project proposal including method statement.
 - (e) List of similar work carried out previously.
 - (f) Proof of registration on the Government's Central Supplier Database (CSD)

Returnable schedules

LIST OF RETURNABLE SCHEDULES

Tenderers are required to submit the following fully completed with their quotations:

- (a) NCP 1 Form
- (b) NCP 4 Form
- (c) NCP 6 Form
- (d) NCP 8 Form
- (e) NCP 9 Form

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) 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.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

NCP 4 (7/12/11)

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

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

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

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

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

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

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

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

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

.....

.....

.....

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

2.8.1 If so, furnish particulars:

.....

.....

.....

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

2.9.1 If so, furnish particulars.

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

2.11.1 If so, furnish particulars:

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

[illegible]

4 DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

(7/12/11)

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

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

3. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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

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

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

7. SUB-CONTRACTING

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

(***Tick applicable box***)

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

- 7.1.1 If yes, indicate:

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

(***Tick applicable box***)

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

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

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

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
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 outside of 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:		

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

NCP 8 (7/12/11)

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

NCP 9 (7/12/11)

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

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.

NCP 9 (7/12/11)

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

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

Pricing Data

SCHEDULE OF PROFESSIONAL FEES

The appointment value of the successful Occupational health and safety Agent to be appointed for the rendering of the services as described above will be fixed and based on an estimated construction duration of 4 months (Expected commencement at the beginning of April 2021) for the construction of 200 temporary residential accommodation units in Lerato Park Informal Settlement. Your firm's quotation should be based on the items as described in the table below:

PAYMENT ITEM	MILESTONES DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1.	Activity 1: Pre-tender phase (Design and Planning stage) – Once off (As described above)	Sum	1		
2.	Activity 2: Post tender phase -Once off (As described above)	Sum	1		
3.	Activity 3: Pre-contract phase - Once off (As described above)	Sum	1		
4.	Activity 4: Contract phase – Monthly for the duration of the contract for the estimated Period: Beginning of April 2021 to end of September 2021 – 4 months, including monthly site meetings and monthly site audits.	Month	4		
5.	Activity 5: Post contract phase - Once off (As described above) (One per contractor)	No	1		
6.	Any additional activities as described above Specify	Sum			
7.	Travelling (Should be sufficient to cover all travelling cost for the duration of the project) Specify	km			
8.	Disbursements (Should be sufficient to cover all travelling cost for the duration of the project) Specify	Sum			
9.	Sub-total (sum of items 1 – 8)				
10.	Contingency (15% of Item 9 above)				
11.	Sub-total (sum of items 9 & 10)				
12.	0% VAT (Zero Vat Contract)				R0.00
13.	GRAND TOTAL (Including disbursements and travelling)				

It must be noted that the abovementioned milestone payments will only be paid as indicated above, if the work to be done by successful service provider to be appointed have been completed to the satisfaction of Bigen Africa.

Agreement

Annexure A
WRITTEN AGREEMENT IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT
(Act Number 85 of 1993)

This Agreement is made on this ____ day of _____ 20__ (“Effective Date”) between:

The Department of Cooperative Governance, Human Settlements and Traditional Affairs of the Northern Cape Province (“COGHSTA”), herein represented by **Mr BS Lenkoe as the Head of the Department of COGHSTA** duly authorised thereto (“**the Client**”).

AND

..... (Details of the successful Occupational health and safety agent’s details be included) (Registration No:if available) herein represented by (details representative of the Occupational health and safety Agent to be included) acting as duly authorised thereto (“**the Mandatary**”).

Workmen’s Compensation Number: _____

(hereinafter collectively referred to as “Parties” and individually as “Party”)

For purposes of **Project Name** (Work Package Number:) (“Project”) at **Project Location**.

PREAMBLE

WHEREAS the purpose of the Agreement is to regulate the legal responsibilities and liabilities arising from the work for which the Mandatary was engaged by the Client and all related activities (“Contract Work”) specifically regarding occupational health and safety management services.

AND WHEREAS this Agreement does not purport to regulate all the contractual relations between the Parties, and does not replace any existing agreement(s) between the Parties relating to any other aspect that does not relate to Occupational Health and Safety (“OH&S”) risks, responsibilities and liabilities.

AND WHEREAS this declaration is binding on the Mandatary, as well as the fact, that in terms of this document any sub-contractor who may be utilised by the Mandatary from a liability perspective remains with the Mandatary.

AND WHEREAS the Mandatary specifically acknowledges that any reference to the Mandatary and his employees also refer to the Mandatary’s sub-contractors and the sub-contractors’ employees.

Annexure A
WRITTEN AGREEMENT IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT
(Act Number 85 of 1993)

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. LEGAL COMPLIANCE

- 1.1. The Mandatary undertakes to comply with all legal requirements for OH&S during the execution of the Contract Work, including both legislative and Common Law provisions.
- 1.2. The legal requirements mentioned above include, without limitation, the provisions of the following Acts and regulations as amended from time to time and shall always refer to the latest act, regulation or codes of practice:
 - 1.2.1. Occupational Health and Safety Act, 85 of 1993 and its regulations ("OHS-Act");
 - 1.2.2. The Compensation for Occupational Injuries and Diseases Act, 130 of 1993
 - 1.2.3. The latest National Building Regulations and Building Standards Act, its regulations and related Codes of Practice as amended from time to time ;
 - 1.2.4. The National Environmental Management Act, 107 of 1998 ;
 - 1.2.5. The Environment Conservation Act, 73 of 1989;
 - 1.2.6. The National Water Act, 36 of 1998;
 - 1.2.7. All relevant labour legislation;
 - 1.2.8. Any other applicable National Acts of Parliament, Provincial legislation and local bylaws and regulations, as well as Common Law provisions.

2. MANDATORY AN EMPLOYER

The Mandatary shall be deemed to be an employer in his own right whilst performing the Contract Work on behalf of the Client. In terms of Section 16 (1) of the OHS-Act.

3. MINIMUM REQUIREMENTS

Without derogating from any legal requirement or any other aspect of the Agreement, the Mandatary undertakes to ensure that he his employees will at all times comply with the following conditions:

- 3.1. In terms of this Agreement the Mandatary agrees to the arrangements and procedures, as prescribed by the Client, and as provided for in terms of Section 37(2) of the OHS-Act, for the purposes of compliance with the OHS-Act.
- 3.2. The Mandatary acknowledges that this Agreement constitutes an agreement in terms of Section 37(2) of the OHS-Act, whereby all responsibility for OH&S matters relating to the Contract Work the Mandatary and his employees are to perform on the Site in terms of the engagement shall be the obligation of the Mandatary.
- 3.3. The Mandatary further undertakes that he and/or his employees undertake to maintain such compliance with the OHS-Act.
- 3.4. The Mandatary hereby undertakes to ensure that the health and safety of any person on the Site will not be endangered by the conduct and/or activities of himself and his employees in execution of the Contract Work whilst they are on the Site.

Annexure A
WRITTEN AGREEMENT IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT
(Act Number 85 of 1993)

- 3.5. All work performed on Site must be performed under the close supervision of people who are trained to understand all the OH&S hazards associated with any Contract Work that the Mandatary performs on Site.
- 3.6. The Mandatary shall appoint competent persons as per Section 16 (2) of the OHS-Act. Any such appointed person shall be trained on any SHE matter, and the OHS-Act provisions pertinent to the Contract.
- 3.7. Copies of any appointments or delegation of authority made by the Mandatary in terms of Section 16 (2) of the OHS-Act shall immediately be provided to the Client.
- 3.8. The Mandatary shall further ensure that all his employees are trained on the health and safety aspects relating to Contract Work and that they understand the hazards associated with such work being carried out on the Site that forms part of the Contract Work.
- 3.9. The Mandatary shall further ensure that his employees report to him all unsafe or unhealthy work situations immediately after they become aware of the same, and that he in turn immediately reports these to the Client and/or its representative.
- 3.10. The Mandatary and/or its responsible persons and employees shall provide full Cooperation and information if and when the Client or its representative inquiries into OH&S issues concerning the Mandatary. It is hereby recorded that the Client and his representative shall at all times be entitled to make such inquiry.
- 3.11. The Mandatary shall utilise its own procedures, guidelines and other documentation as required for the purposes of ensuring a healthy and safe Working environment.
- 3.12. The Mandatary shall ensure that his employees will obtain a permit before performing Contract Work requiring a permit and that his employees will be trained and found competent prior to performing Contract Work.

4. INSURANCE AND REGRESS

The Mandatary shall ensure that he has a valid registration with the Compensation Commissioner, as required in terms of the Compensation for Occupational Injuries and Diseases Act 130 of 1993, and that all payments owing to the Commissioner are discharged. The Mandatary shall further ensure that the cover shall remain in force during the duration of the Contract Work

5. INCIDENT REPORTING AND INVESTIGATION

All incidents referred to in the OHS-Act shall be reported by the Mandatary to the Department of Labour and to the Client immediately upon becoming aware of such incident. The Client shall further be provided with copies of any written documentation relating to any incident. The Client retains an interest in the notification of any incident as described, above, as well as in any formal investigation and/or inquiry conducted in terms of Section 32 of the OHS-Act into such incident.

Annexure A
WRITTEN AGREEMENT IN TERMS OF SECTION 37 (2) OF THE OCCUPATIONAL HEALTH
AND SAFETY ACT
(Act Number 85 of 1993)

6. SUB-CONTRACTORS

The Mandatary shall notify the Client of any sub-contractor he may wish to perform work on the Site in terms of the Contract Work. It is hereby recorded that all the terms and provisions contained in this Agreement shall be equally binding upon the sub-contractor prior to the sub-contractor commencing with Sub-Contracted Work.

7. PERSONAL PROTECTIVE EQUIPMENT

The Mandatary shall ensure that his responsible persons and employees are provided with adequate personal protective equipment (PPE) for Contract Work they may perform, and in accordance with the requirements of General Safety Regulation 2(1) of the OHS-Act. The Mandatary shall further ensure that his responsible persons and employees wear the PPE issued to them at all material times.

8. DURATION OF AGREEMENT

This agreement shall remain in force for the duration of Contract Work to be performed by the Mandatary and/or whilst any of the Mandatary's workmen are present on the Site applicable in terms of the Contract Work.

For: the Client

Signed at _____ on this _____ day of _____ 20____

WITNESSES

1. _____

2. _____

_____ Name of Signatory	_____ Signature
-----------------------------------	---------------------------

For: the Mandatary

Signed at _____ on this _____ day of _____ 20____

WITNESSES

1. _____

2. _____

_____ Name of Signatory	_____ Signature
-----------------------------------	---------------------------