INVITATION TO BID

BID REFERENCE NUMBER: E 1342

THE APPOINTMENT OF THE SERVICE PROVIDER TO SUPPLY A SUITABLE AND SPECIALIZED VESSEL\S COMPLAINTANT WITH THE DEPARTMENTS REQUIREMENTS AND SOUTH AFRICAN MARITINE SAFETY AUTHOURITY REGULATIONS (SAMSA),APPROPRIATELY QUALIFIED SKEPPER/S AND EXPERIENCED DIVE TEAM/S FOR COMPLIANCE WITH DIVE REGULATIONS AND PROVISIONS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO.8 OF 1993); AND SUPPLY COMPLIANCE DIVE GEAR AND STORAGE SPACE FOR RESEARCH EQUIPMENT IN COMPLANCE WITH ALL APPLICABLE REGULATIONS CONCERNING SAMSA,OHSA AND DEPARTMENT LABOUR, ALL OTHER MARITIME SAFETY LAWS

Contact person:
Name: Mr Liwalam Madikiza
Office Telephone No: (021) 819 5010
E-Mail: LMadikiza@environment.gov.za

NATIONAL TREASURY CENTRAL SUPPLIER DATABASE (CSD) REGISTRATION INFORMATION

<table>
<thead>
<tr>
<th>Company name</th>
<th>Supplier registration number</th>
<th>Unique reference number</th>
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</thead>
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<td>Main contractor</td>
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<td></td>
<td></td>
<td>Sub-contracted/ joint venture comp 1</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sub-contracted/ joint venture comp 2</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Sub-contracted/ joint venture comp 3</td>
</tr>
</tbody>
</table>

CLOSING DATE: 22 July 2016 AT 11H00
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ENVIRONMENTAL AFFAIRS

BID NUMBER: E 1342 CLOSING DATE: 22-07-2016 CLOSING TIME: 11:00

DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER/S TO: SUPPLY A SUITABLE AND SPECIALIZED VESSEL/S, COMPLIANT WITH THE DEPARTMENTS REQUIREMENTS AND SOUTH AFRICAN MARITIME SAFETY AUTHORITY REGULATIONS (SAMSA), APPROPRIATELY QUALIFIED SKIPPER/S AND EXPERIENCED DIVE TEAM/S FOR COMPLIANCE WITH DIVE REGULATIONS AND PROVISIONS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO. 8 OF 1993); AND SUPPLY REQUIRED DIVE GEAR AND STORAGE SPACE FOR RESEARCH EQUIPMENT IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS CONCERNING SAMSA, OHSA AND DEPARTMENT OF LABOUR, ALL OTHER MARITIME SAFETY LAWSACT)

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE POSTED TO:
Director- General; Department of Environmental Affairs; Private Bag X 447 PRETORIA 0001

OR

DEPOSITED IN THE BID BOX SITUATED AT: Department of Environmental Affairs; The Environment House, 473 Steve Biko Road; Cnr Soutpansberg and Steve Biko Road, Arcadia Pretoria /Tshwane

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

NB: TWO BID PROPOSALS MUST BE SUBMITTED, CLEARLY MARKED: ORIGINAL AND COPY

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER …………………………………………………………………………………………………………………
POSTAL ADDRESS …………………………………………………………………………………………………………………
STREET ADDRESS …………………………………………………………………………………………………………………
TELEPHONE NUMBER CODE…………….NUMBER………………………………………………………………………………..
CELLPHONE NUMBER …………………………………………………………………………………………………………………
FACSIMILE NUMBER CODE ………….NUMBER………………………………………………………………………………
E-MAIL ADDRESS …………………………………………………………………………………………………………………
VAT REGISTRATION NUMBER …………………………………………………………………………………………………………………

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED? (SBD 2) YES or NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1) YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)…………………………………………………………..
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR………………………………….…
A REGISTERED AUDITOR …………………………………………..
[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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? YES or NO
[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER ………………………………………………………………………………………………………………………………………..

DATE ……………………………………………………………………………………………………………………………………………………..

CAPACITY UNDER WHICH THIS BID IS SIGNED …………………………………………………………………………………………………………………..

______________________________________________________________

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

**Department:** Environmental Affairs

**Contact Person:** Samuel Mofokeng / Renold Mokoena

**Tel:** (012) 399 9057 or (012) 399 9055

**E-mail:** SMofokeng@environment.gov.za or RMokoena@environment.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

**Technical Contact Persons:**

**Name:** Mr Liwalam Madikiza

**Office Telephone No.** 021 819 5010

**E-Mail:** lmadikiza@environment.gov.za
TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. In order to meet this requirement bidders are required to complete in full the attached form TCC 001 “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 “Application for a Tax Clearance Certificate” form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
DESCRIPTION: THE APPOINTMENT OF A SERVICE PROVIDER/S TO: SUPPLY A SUITABLE AND SPECIALIZED VESSEL/S, COMPLIANT WITH THE DEPARTMENTS REQUIREMENTS AND SOUTH AFRICAN MARITIME SAFETY AUTHORITY REGULATIONS (SAMSA), APPROPRIATELY QUALIFIED SKIPPER/S AND EXPERIENCED DIVE TEAM/S FOR COMPLIANCE WITH DIVE REGULATIONS AND PROVISIONS OF THE OCCUPATIONAL HEALTH AND SAFETY ACT (ACT NO. 8 OF 1993); AND SUPPLY REQUIRED DIVE GEAR AND STORAGE SPACE FOR RESEARCH EQUIPMENT IN COMPLIANCE WITH ALL APPLICABLE REGULATIONS CONCERNING SAMSA, OHSA AND DEPARTMENT OF LABOUR, ALL OTHER MARITIME SAFETY LAWS

**(ALL APPLICABLE TAXES INCLUDED)**

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R………………………………………………...

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

<table>
<thead>
<tr>
<th>PERSON AND POSITION</th>
<th>HOURLY RATE</th>
<th>DAILY RATE</th>
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<tbody>
<tr>
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<td>R------------</td>
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4. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

<table>
<thead>
<tr>
<th>PHASE</th>
<th>COST PER PHASE</th>
<th>MAN-DAYS TO BE SPENT</th>
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<tr>
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<td>R------------</td>
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</table>

5. Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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</thead>
<tbody>
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</table>
** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance contributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

<table>
<thead>
<tr>
<th>DESCRIPTION OF EXPENSE TO BE INCURRED</th>
<th>RATE</th>
<th>QUANTITY</th>
<th>AMOUNT</th>
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</table>

TOTAL: R…………………………………………………..

6. Period required for commencement with project after acceptance of bid

7. Estimated man-days for completion of project

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

Any enquiries regarding bidding procedures may be directed to the –

Department of Environmental Affairs

Contact Person: Samuel Mofokeng / Renold Mokoena
Tel: (012) 399 9057 or (012) 399 9055
E-mail: SMofokeng@environment.gov.za or RMokoena@environment.gov.za

Or for technical information –

Technical Contact Person:
Name: Mr Liwalam Madikiza
Office Telephone No. 021 819 5010
E-mail: lmadikiza@environment.gov.za
ANNEXURE B

SBD 4

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? YES/NO

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

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

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>Personal Income Tax Reference Number</th>
<th>State Employee Number / Persal Number</th>
</tr>
</thead>
<tbody>
<tr>
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</table>
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

November 2011
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011

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, 2011.

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 R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

1.2 The value of this bid is estimated to exceed R1 000 000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

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

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

<table>
<thead>
<tr>
<th>POINTS</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.3.1.1 PRICE</td>
<td>90............</td>
</tr>
<tr>
<td>1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
<td>10............</td>
</tr>
</tbody>
</table>

Total points for Price and B-BBEE must not exceed 100

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

1.5. 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

2.1 “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
2.2 “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

2.3 “B-BBEE status level of contributor” means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

2.4 “bid” means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;

2.5 “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 “comparative price” means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;

2.7 “consortium or joint venture” means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract;

2.8 “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.9 “EME” means any enterprise with an annual total revenue of R5 million or less.

2.10 “Firm price” means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;

2.11 “functionality” means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;

2.12 “non-firm prices” means all prices other than “firm” prices;

2.13 “person” includes a juristic person;

2.14 “rand value” means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;

2.15 “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

2.16 “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

2.17 “trust” means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and

2.18 “trustee” means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM
3.1 The bidder obtaining the highest number of total points will be awarded the contract.

3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts.

3.3 Points scored must be rounded off to the nearest 2 decimal places.

3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.

3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.

3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

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

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

\[
Ps = 80 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}}\right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - P_{\text{min}}}{P_{\text{min}}}\right)
\]

Where

\(Ps\) = Points scored for comparative price of bid under consideration

\(Pt\) = Comparative price of bid under consideration

\(P_{\text{min}}\) = Comparative price of lowest acceptable bid

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

5.1 In terms of Regulation 5 (2) and 6 (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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>3</td>
<td>8</td>
<td>16</td>
</tr>
<tr>
<td>4</td>
<td>5</td>
<td>12</td>
</tr>
</tbody>
</table>
5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.

5.3 Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

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

8.1.1 If yes, indicate:
(i) what percentage of the contract will be subcontracted?  ..............................................%
(ii) the name of the sub-contractor?  ...........................................................................................
(iii) the B-BBEE status level of the sub-contractor?  ..................................................
(iv) whether the sub-contractor is an EME?  YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm  ............................................................................................................. :

9.2 VAT registration number  ............................................................................................................

9.3 Company registration number  .....................................................................................................

9.4 TYPE OF COMPANY/FIRM

□ Partnership/Joint Venture / Consortium
□ One person business/sole propriety
□ Close corporation
□ Company
□ (Pty) Limited
[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

□ Manufacturer
□ Supplier
□ Professional service provider
□ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify
that the points claimed, based on the B-BBEE status level of contribution indicated in paragraph 7
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
paragraph 7, the contractor may be required to furnish documentary proof to the
satisfaction of the purchaser that the claims are correct;

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

(a) disqualify the person from the bidding process;

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

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

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

(e) forward the matter for criminal prosecution

WITNESSES:

1. ........................................

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

SIGNATURE(S) OF BIDDER(S)

2. ........................................

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-
   - abused the institution’s supply chain management system;
   - committed fraud or any other improper conduct in relation to such system; or
   - 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.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
</table>
| 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 *audi alteram partem* rule was applied).* | Yes | No |
|      | 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.                                                                 |     |    |
| 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 | No |
| 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 | No |
| 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 | No |
SBD 8

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
This Standard Bidding Document (SBD) must form part of all bids¹ invited.

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.

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.

This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

I, the undersigned, in submitting the accompanying bid:

________________________________________

(Bid Number and Description)

in response to the invitation for the bid made by:

________________________________________

(Name of Institution)

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

I certify, on behalf of:_______________________________________________________that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium\(^3\) 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.
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
DEPARTMENT OF ENVIRONMENTAL AFFAIRS (DEA) AS AN ORGAN OF STATE
SUBSCRIBES TO AND PROPAGATES BOTH THE NOTION OF BROAD BASED BLACK
ECONOMIC EMPOWERMENT ACT, 2003 (Act No. 53 of 2003) (BBBEE), THE
PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 (Act No. 5 of 2000)
AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

TERMS OF REFERENCE FOR:

The appointment of a service provider/s to:

1. supply a suitable and specialized vessel/s, compliant with the Departments
   requirements and South African Maritime Safety Authority Regulations
   (SAMSA),

2. appropriately qualified skipper/s and experienced dive team/s for compliance
   with Dive Regulations and provisions of the Occupational Health and Safety Act
   (Act No. 8 of 1993)

3. supply required dive gear and storage space for research equipment in
   compliance with all applicable regulations concerning SAMSA, OHSA and
   Department of Labour, all other maritime safety laws.
TABLE OF CONTENTS

1. Purpose
2. Introduction and Background
3. Objectives of the proposal
4. Scope and extend of work
5. Expected deliverables/outcomes
6. Period/Duration of project/assignment
7. Costing/Comprehensive budget
8. Mandatory requirements
9. Special conditions of contract
10. Payment terms
11. Technical enquiries
12. Evaluation criteria
1. **PURPOSE**

To appoint a service provider or service providers to assist with the supply of:

1. Suitable vessel/s compliant with the Department of Environmental Affairs requirements and South African Maritime Safety Authority (SAMSA) regulations in specified areas along the South African coast, more specifically but not limited to the East and South coast from Northern Kwazulu-Natal to East London;

2. Appropriate and recognised SAMSA qualified skipper/s;

3. Experienced dive team/s, primarily using Self Contained Underwater Breathing Apparatus (SCUBA), compliant to undertake dive operations as specified in Occupational Health and Safety Act (Act 8 of 1993) (“OHSA”) and the Diving Regulations, 2009 promulgated in terms of the OHSA and including compliance with all codes of practice issued in terms of Section 24 of the Diving Regulations;

4. Basic and specialised dive gear as outlined in paragraph 4.1 (iii) of this document; and

5. Secured storage space for research and project related equipment.

2. **INTRODUCTION AND BACKGROUND**

2.1. The Department of Environmental Affairs, Branch: Oceans and Coasts, is primarily located within the Western Cape, however its national responsibilities mean that it has to undertake several key activities within other coastal provinces. It is not always possible or most effective for the Department to mobilise infrastructure and human resources to respond as rapidly or sporadically as needed in areas that are often unknown to officials with respect to the local conditions. In order to accomplish these activities, the Department requires dependable and reliable service providers that can respond rapidly and effectively. This holds particularly true for the large number of research activities that require local knowledge and competencies of the local areas.
As a result, it is out of necessity to outsource particular services along the coast to facilitate a rapid and cost effective response to activities and events in order for the DEA to meet its objectives and responsibilities within the context of maritime safety and occupational legislative requirements.

2.2. Therefore, certain areas would require outsourcing of specific services and logistic support, which include but are not limited to:

i) Specified services: vessel/s and skipper/s and/or chartering of vessels; commercial dive operations; the supply of dive team/s, supply and maintenance of dive equipment; refilling of dive/air cylinders as well as storage space for research equipment.

ii) Ensure operations/field logistics, equipment, Vessel and activity specific marine/maritime are compliant with safety and occupational legislation

iii) Emergency pipeline inspection and/ or sediment/water quality samples being collected offshore

2.3. DEA is required to undertake various activities/operations. Assistance is required as far as specialised services and logistic support for activities/operations that are being undertaken in the following broadly defined areas:

i) From South Africa/ Mozambique border to Richards Bay: Marine turtle and shark satellite and acoustic tagging. Maintenance and expansion of animal and environmental monitoring equipment.

ii) Richards Bay to Umkomaas: Oceanographic studies using real-time monitoring equipment /buoys as well as moored passive environmental recording systems. Multi-species shark tagging and monitoring. Maintenance and expansion of animal and environmental monitoring equipment. Turtle tagging and monitoring.
iii) Umkomaas to East London: Shark research focussed primarily on understanding shark demographics and habitats preference and use. Environmental and animal monitoring equipment. Bather safety related monitoring equipment/observations. Shark tagging operations.

iv) Coastal water quality monitoring i.e. oil spill and/or water quality sampling in the specified areas

3. **OBJECTIVES**

The objectives of this bid are for the Service Provider to:

3.1. To provide logistic support and associated services to DEA by means of vessel/s and skipper/s, charter vessel/s, dive team/s, dive operations and gear as well as secured storage facilities to assist in multi-user research operations at specified areas along
the South African coastline. These must comply with regulations specific to the
Department’s requirements, SAMSA regulations pertaining to all boating and small-
boat activities, OHSA general safety and Dive Regulations and any other
regulations/legal requirement applicable and relevant to the area of operation or
activities being undertaken.

3.2. To enter into a Service Level Agreement specifying the requirements of the
Department as well as the governing regulations by which the service provider must
comply.

(i) All services pertaining to the chartering of a vessel/s, skipper/s, and dive team,
must comply with all the necessary regulations as stipulated by SAMSA as well
as any local agency/authority where the service is required
(ii) All services pertaining to diving must comply with the Diving Regulations, 2009,
as well as the Code of Practice for Diving, 2014.

4. SCOPE AND EXTENT OF WORK

4.1. The services to be provided should be in a state of readiness at all times, due to the
emergency nature of some operations. The scope of the service to be provided to DEA
will be divided into:

(i) Supply of suitable vessel/s (minimum two vessels) with skipper/s, appropriately
certified and accredited qualifications to launch/transport staff and equipment
within specified areas/launch sites, to assist with DEA boat based
activities/operations.
(ii) Supply legally compliant diver/s and dive supervisor/s and dive teams/s to assist
with any SCUBA related DEA activities/operations.
(iii) Supply dive gear to divers and dive team/s, which could include staff from DEA or
collaborating research institutions or contracted institutions, management
authorities needed to perform necessary operations. All gear supplied must have
dated certification/accreditation, as per legislative and regulatory requirements of
servicing and inspection.

a) Where basic gear includes: Buoyancy Compensation Device (BCD); Dive
Cylinder (15L/10L); Demand Valve (DV)/Regulator equipped with octopus rig,
depth gauge and pressure gauge; SCUBA mask and snorkel; Flippers/fins; Weight belt (minimum 10kgs of weight available per person); Dive computer; Swim reel with Surface Marker Buoy (SMB); and Delayed Surface Marker Buoy (DSMB).

b) Additional dive equipment includes: Lift Bags (50-100 kg); Shortline/s (minimum 2 per team)

(iv) Provide storage space for equipment for the duration of the contract. Storage space and provision thereof must meet the following criteria:

a) Area that can be provided (no less than 100 meters squared).

b) Indication of the structural integrity and compliance with National Building Regulations and Building Standards Act, 1977 (Act No. 103 of 1977) and national building regulations.

c) Constitute a secured space with access points that can be controlled/monitored.

(v) Access to a replacement vessel in the event of vessel malfunctioning.

(vi) Should the need arise, provide short notice (24 hour) make provision of the services outlined in 4.1(i)-(v), to allow for DEA activities/operations in response to emergency incidents.

5. **EXPECTED DELIVERABLES / OUTCOMES**

5.1. The service provider/s must provide suitable vessels with qualified skippers at short notice (within 24 hours) for required work.

5.2. The service provider/s must provide a full dive team at short notice for required operations.

5.3. The service provider must provide dive gear at short notice. All dive gear must be in good working condition and have passed any routine inspections.

5.4. The service provider/s must provide lockable storage area for required equipment that can be accessed by DEA officials at any time (refer to paragraph 4 for specifications).
5.5. The service provider/s must have access to replacement or additional vessel/s should they be required/requested at reasonable to short notice.

5.6. Some of the generic expected work entails:

(i) Transporting and supply of divers, dive gear and any other research equipment to dive sites to service underwater moorings and other scientific equipment.

(ii) Transport researchers and equipment to various sites and to be utilised as a working platform from which to catch and tag large animals such as sharks and marine turtles. Maintenance/retrieval of moorings/equipment.

(iii) Attend to matters related to a surface buoy which includes deployment and removal of buoy, rope cleans and routine surface and underwater inspections.

5.7. The service provider/s must provide a monthly written report indicating:

(i) All activities of the work done

(ii) Detailed feedback of any work undertaken on behalf of DEA in the absence of any representatives from DEA. These reports might need photographic evidence in some cases.

(iii) Prior notification and approval from DEA before any work is to commence when staff from the DEA are absent.

(iv) Monthly written notification that all equipment and safety protocols are in working condition or in place.

(v) In addition, detailed reporting on services/work undertaken must be supplied to DEA as part of procurement process and authorisation of payment to service provider.

5.8. Areas of existing operation:

Port Elizabeth; Port St John's; Port Edward; Umkomaas; Richards Bay; Cape Vidal; Sodwana Bay; Bhanga Nek.

5.9 These areas will be expanded based on beach accessibility and distribution of suitable boat launch sites: Sodwana Bay; Umkomaas; Port St. John’s

6. PERIOD / DURATION OF PROJECT / ASSIGNMENT

The services are required for a period of 3 (three) years.
7. COSTING / COMPREHENSIVE BUDGET

7.1. Comprehensive budget must be provided inclusive of all disbursement costs, expenses, safety measures, equipment maintenance/service/repair, boat and divers.

7.2. The generic division of areas of work are outlined as:

(i) From South Africa/ Mozambique border to Richards Bay:
(ii) Richards Bay to Umkomaas:
(iii) Umkomaas to East London:

All costing will be based on the provision of a unit price for service provision in each of these areas and where possible/or commonly used launch sites within these areas.

7.3. Costing of services should be reflected as a standard unit price, Value Added Tax inclusive, within the areas outlined in 7.2 and if necessary launch sites within these areas (paragraph 4 for specific requirements of services)

i) The costing for vessel and operation/skippering must be reflected as cost per launch.

ii) Additional skippers must be reflected as cost per person per day.

iii) The costing of commercial diving/divers must be reflected as cost per commercial diver per day (this can be adjusted depending on qualification and the nature of work exceeding the scientific diving qualification requirements and guidelines or considered at the same rate as a dive supervisor).

iv) The costing of a qualified commercial dive supervisor/superintendent must be reflected as cost per person per day. (this rate is fixed, irrespective of possible inclusion in dive team or other operations)

v) The costing of basic dive gear must be reflected as cost per basic kit per day. The costing of additional dive gear/equipment must be reflected as cost per item of additional gear per day.

vi) The costing of hiring/filling of dive cylinders is per cylinder per day.

vii) The costing of storage space must be reflected as cost per 100m squared per month.
8. **MANDATORY REQUIREMENT**

Must be completed by bidder by answering yes or no

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Comply, Yes or No</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractor is capable of ensuring all dive related work is planned, managed and conducted in a manner which protects the health and safety of all persons taking part in the project and complies with the minimum manning levels contemplated in Annexure A - The Diving Regulations of 2009.</td>
<td></td>
</tr>
<tr>
<td>Skippers are SAMSA qualified and have the necessary endorsements.</td>
<td></td>
</tr>
<tr>
<td>Divers and dive supervisors are in possession of an appropriate commercial dive qualification rated for the required work.</td>
<td></td>
</tr>
<tr>
<td>Vessels have a SAMSA certification to conduct work in the required areas with the appropriate rating</td>
<td></td>
</tr>
<tr>
<td>Divers and dive supervisors have an in-date medical certificate from a dive doctor approved by South African Underwater and Hyperbaric Medical Association (SAUHMA).</td>
<td></td>
</tr>
<tr>
<td>Equipment is available to carry out both the diving project and any action without any risk to health and safety, including the application of first-aid, which may be necessary in the event of a reasonably foreseeable emergency connected with</td>
<td></td>
</tr>
</tbody>
</table>
9. **SPECIAL CONDITIONS OF CONTRACT**

9.1 All diver operations must be compliant with the OHSA), general safety regulations and diving regulations, specifically as relating to client, diving contractors and diver operations and planning.

9.2 Divers, diving supervisors, boat skippers (relevant surf launch endorsements) valid for areas of operation, first aid, diving medicals qualification/certification must be furbished and in date. Vessel related (annual SAMSA survey), dive cylinder and equipment certification and endorsements of inspection must be provided, and resubmitted on renewal.

9.3 A Designated Medical Practitioner level II (DMPII) needs to be contracted on an annual basis.

9.4 An exemption to dive beyond 30m needs to be obtained from Department of Labour as it may be required for certain aspects of the services required by the DEA work.

9.5 The performance measures for the delivery of the project reports will be closely monitored by DEA.

9.6 The proposal should include, amongst other, the following:
   i) A detailed proposed operational plan;
   ii) A list of contactable work references;
   iii) Ability to ensure continuing of registered and experienced divers, skippers and vessel on the project.

9.7 The Service Provider/s must submit monthly progress reports to the coordinator, within 4(four) days after the end of each month for the duration of the project. Failure to submit the required reports on time will result in penalties.

9.8 The coordinator shall do the ongoing management of the Service Level Agreement.

9.9 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
9.10 Please take note that DEA is not bound to select any of the firms submitting proposals. DEA reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.

9.11 Bidders must score a minimum of 75% for stage 1 (functionality / technical) of the evaluation to qualify for stage 2 (price and B-BBEE) of the evaluation.

9.12 The original Tax Clearance Certificate with the pin from SARS must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the bid.

9.13 All certificates (Divers, diving supervisors, boat skippers (surf launch endorsements) valid for areas of operation, First Aid, diving medicals and, vessel certificate (annual SAMSA survey) must be submitted and certified copies will be accepted.

9.14 Certified copies of the Tax Clearance Certificate will not be acceptable.

9.15 In bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate Tax Clearance Certificate before the Adjudication Committee. Failure to submit the original and valid Tax Clearance Certificate may result in the invalidation of the bid.

9.16 The Curriculum Vitae of the staff who will be available for the duration of the work must be attached.

9.17 The bid proposals should be submitted with all required information containing technical information.

9.18 DEA Entity Maintenance form included in the bid documents must be completed and returned with the bid proposals.

9.19 Bidders must be prepared to work at rates not exceeding those prescribed by the office of the Auditor-General or the Department of Public Service and Administration (DPSA).

9.20 A breakdown inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.

9.21 DEA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.

9.22 Travelling costs and time spent or incurred between home and office of consultants and DEA office will not be for the account of DEA.

9.23 The service provider/s must allow the DEA’s officials to participate with them in meetings, at no additional cost to the service provider, to aid in skills transfer.

9.24 Intellectual property rights will belong to DEA.
9.25 Bidders must submit two identical proposals for each bid clearly marked “original” and “copy”.

9.26 Progress reports in hard copy and electronic copy must be submitted monthly. The monthly progress reports must be submitted.

9.27 Before any work can commence the service level agreement must be signed by both parties (DEA and the successful bidder) as well as the issue of an official order and should there be any dispute regarding the finalisation of the agreement, DEA reserves the right to cancel the contract with no cost implications for the Department.

9.28 The evaluation of Bids can only be done on the basis of information required by the department.

9.29 Suppliers/Service Providers are requested to submit the original and valid B-BBEE Status Level Verification Certificate or certified copies thereof issued by verification agencies accredited by SANAS or registered auditors approved by IRBA or SWORN AFFIDAVIT from the Commissioner of Oaths together with their bids, to substantiate their B-BBEE rating claims, failing which the B-BBEE preference points claimed will be forfeited.

9.30 Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but will not be disqualified from the bidding process. They will score zero (0) points out of 20/10 for B-BBEE.

9.31 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

9.32 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

9.33 Public entities and tertiary institutions must also submit B-BBEE Status Level Verification Certificates together with their bids.

9.34 A bidder will not be awarded the points claimed for B-BBEE status level of contribution if it is indicated in the bid documents that such a bidder intends subcontracting more than 25% of the contract value to any other enterprise that does not qualify for at least the same number of points that the bidder qualifies for,
unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capacity and the ability to execute the sub-contract.

9.35 A contractor is not allowed to sub-contract more than 25% of the contract value to another enterprise that does not have equal of higher B-BBEE status level, unless the intended sub-contractor is an EME (Exempted Micro Enterprise) that has the capability and ability to execute the sub-contract.

9.36 Prospective suppliers and / or public entities interested in pursuing opportunities with the Department and within the South African government, should be registered on the National Treasury Central Supplier Database. This self-registration application represents an expression of interest from the supplier to conduct business with the Department and the South African government.

9.37. Prospective suppliers and / or public entities must provide the department with their CSD registration number and unique reference number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.

10. PAYMENT TERMS

DEA undertakes to pay out in full within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

11. TECHNICAL ENQUIRIES

Should you require any further information in this regard, please do not hesitate to contact:

Name: L. Madikiza
Office Telephone No. 021 819 5010
E-Mail: Lmadikiza@environment.gov.za

12. EVALUATION CRITERIA
All bid proposals submitted will be evaluated in accordance with the 90/10 principle and the evaluation criteria should be as follows:

Values: 0 = Non-compliance, 1 = Poor; 2 = Fair; 3 = Average; 4 = Good; 5 = Excellent

Stage 1 evaluation criteria: The bidder must score a minimum of 75% during Stage 1 (functionality / technical) of the evaluation to qualify for Stage 2 of the evaluation where only points for price and B-BBEE will be considered.

<p>| STAGE 1 |
|------------------|------------------|------------------|
| No. | Category | Weight/Value | Score | Total (Weight X Value awarded) |
| A | FUNCTIONALITY | 100 | |
| 1. | Bidder understands the brief and the method to be employed. Outline and insight information provided in the bid document (relevance and accuracy) | 15 | |
| 2. | Capability in diving and small vessel operations (profiles of key staff and persons to be assigned to the project). | 35 | |
| 3. | A detailed operational plan of action to achieve the objectives. | 35 | |
| 4. | Experience and track record in diving and operating? small vessels | 15 | |</p>
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NB: A bid will not be disqualified from the bidding process if the bidder does not submit a certificate substantiating the B-BBEE status level of contribution or is a non-compliant contributor. Such a bidder will score 0 out of a maximum of 10/20 points for B-BBEE.

IN EVALUATING THE TECHNICAL INFORMATION CONTAINED IN THE BID, THE EVALUATION COMMITTEE WILL BE GUIDED BY THE FOLLOWING:

- **Bidder's understanding of the brief** – The bid provides a clear indication that the bidder fully understands the purpose and scope of the work and the bidders’ own roles and functions in this regard.

- **Capability in diving and small vessel operations (profiles of key staff and persons to be assigned to the project)** – The bid provides a clear indication that the bidder’s team comprises people with the necessary experience, qualifications, knowledge and skills required to ensure the efficient and effective generation of the required deliverables to the highest standards of quality.
The Minister of Labour has under section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993), and after consultation with the Advisory Council for Occupational Health and Safety, made the regulations in the Schedule.

SCHEDULE

Definitions
1. In these Regulations, any word or expression to which a meaning has been assigned in the Act shall have the meaning so assigned and, unless the context otherwise indicates—

“air” means normal compressed air suitable for breathing while diving;

“airlock operator” means a person registered as an airlock operator for compressed air work contemplated in regulation 13, who enables compressed air workers to enter and exit a pressurised working area on the other side of the personnel lock (such as a caisson, tunnel or shaft), but does not include operators of chambers during diving operations involving class I, II, III, IV, V and VI divers;

“assistant life-support technician” means a person registered as an assistant life-support technician contemplated in regulation 7(1), who assists a life support technician with his duties of life support and treatment in chambers and has been trained in all aspects of saturation life support;
"benign conditions" means a tank or pool artificially constructed for the purpose of swimming or diving or for use as an aquarium, where—

(a) the diver is in full view from the surface or viewing windows at all times;
(b) there are no hazards from entanglement or entrapment; and
(c) the water depth does not exceed 8m;

"caisson" means a structure extending below ground or water level into which workers may enter through a lock into a pressurised atmosphere, and includes a pressurised tunnel, shaft or similar structure;

"chamber" means a pressure vessel for human occupation having internal dimensions sufficient to accommodate at least one diver lying in a horizontal position as well as one other person, and which allows the ingress and egress of personnel while the occupants are under pressure;

"chamber operator" means a person registered as a chamber operator contemplated in regulation 15(1), who is qualified to operate an air-diving chamber under the auspices of a qualified diving supervisor;

"class I diver" means a registered saturation diver contemplated in regulation 10(1), who is, trained in all aspects of saturation and bell diving;

"class II mixed gas diver" means a registered diver contemplated in regulation 10(1), who is trained in all aspects of mixed gas diving using surface supplied diving equipment to a maximum depth of 75 metres, with an open bell or diving stage, excluding saturation diving;

"class II air diver" means a registered diver contemplated in regulation 10(1), who is, trained in all aspects of air diving using surface supplied diving equipment with an open bell or diving stage, to a maximum depth of 50 metres;

"class III nitrox diver" means a registered diver contemplated in regulation 10(1), who is trained in all aspects of nitrox diving using surface supplied diving equipment, to a maximum depth of 30 metres;
"class III air diver" means a registered diver contemplated in regulation 10(1), who is trained in all aspects of air diving using surface supplied diving equipment, to a maximum depth of 30 metres;

"Class IV nitrox diver" means a registered diver contemplated in regulation 10(1), who is trained in all aspects of nitrox diving using SCUBA, to a maximum depth of 30 metres;

"class IV air diver" means a registered diver contemplated in regulation 10(1), who is trained in all aspects of air diving using SCUBA, to a maximum depth of 30 metres;

"class V diver" means a registered scientific diver contemplated in regulation 10(1), who is trained in air SCUBA diving to a depth not exceeding 20 metres and diving under the code of practice for scientific diving;

"class VI diver" means a registered diver contemplated in regulation 10(1), who is trained in air SCUBA diving to a depth not exceeding 8 metres and diving under the code of practice for diving in benign conditions;

"client" means a person for whom diving work is performed

"code of practice" means a code of practice made under regulation 24(b);

"competence" in relation to diving work, means having the knowledge, training and experience specific to the work or task being performed: Provided that where appropriate qualifications and training are registered in terms of the provisions of the South African Qualifications Authority Act, 1995 (Act No. 58 of 1995), these qualifications and training shall be deemed to be the required qualifications and training; declared competent by an accredited assessor or institution

"compressed air work" means working in a caisson, where the structure is pressurised to render the working area dry or stable, and includes such structures that are compressed with air or other mixtures of gases;
"compressed air worker" means a person registered as a compressed air worker contemplated in regulation 16(1), who is trained in compressed air work;

"designated medical practitioner" means a medical practitioner designated in accordance with regulation 19;

"dive" means—
(a) entering water or any other liquid, or a pressurised environment in which a person is subjected to pressure greater than 100 millibars above atmospheric pressure, where in order to survive in such an environment a person breathes air or other gas at pressure greater than atmospheric pressure, and "a dive" and "to dive" shall have a corresponding meaning; or
(b) operation of a ROV;

"diver's logbook" means a logbook in a form set out in Annexure A of these Regulations;

"diving advisory board" means the advisory board established under regulation 23;

"diving apparatus" means any type of diving equipment that can enable a person to breathe while diving;

"diving contractor" means—
(a) a person who is the contractor of a diver engaged in a diving project,
(b) a ROV contractor who employs ROV pilots; or
(c) a compressed air work contractor who employs compressed air workers;
and includes a self-employed person who is not working as a subcontractor;

"diving operation" which includes ROV dives, means the activities in which at least one person takes part or will take part as a diver and extends from the time when that person, or the first such person, commences to prepare to dive until that person, or the last such person, has left the water, chamber or other environment in which the dive, or any part of the dive, took place and has completed any decompression procedures, including any therapeutic recompression and time spent breathing oxygen or other gas mixture at the surface for the purposes of precautionary
accelerated inert gas washout, and includes the safety decompression sickness monitoring period after the dive;

"diving operations record" means the record containing the required particulars for each diving operation set out in Annexure B to these Regulations;

"diving project" means any activity, made up of one or more diving operations, including the preparation for, participation in and activities following a diving operation that are directly linked to a diving operation;

"diving project plan" means a plan contemplated in regulation 5;

"diving supervisor" means a registered diving supervisor contemplated in regulation 9(1), who is trained as a diving supervisor;

"diving system" means all equipment in support of a diving operation, including chambers, bells, handling systems and diving apparatus;

"hyperbaric operation supervisor" means a registered hyperbaric operations supervisor contemplated in regulation 14(1), who supervises compressed air work;

"Instructor" means a registered instructor contemplated in regulation 6(1);

"life-support supervisor" means a life support technician contemplated in regulation 7(2);

"life support technician" means a registered life-support technician contemplated in regulation 7(1), who is trained in all aspects of saturation life support;

"nitrox" means a mixture of oxygen and nitrogen, where the percentage of oxygen in the mixture is greater than that of normal air and does not exceed a maximum partial pressure of 1.6 atmospheres absolute of oxygen at any given time, but does not include therapeutic gas mixtures;

"operations manual" means a manual contemplated in regulation 21;
“ROV” means a submersible remotely operated vehicle;

“ROV operations record” means a record containing the required particulars for each diving operation set out in Annexure B;

“ROV pilot” means a registered ROV pilot contemplated in regulation 12(1), who is trained as an ROV pilot;

“ROV supervisor” means a registered ROV supervisor contemplated in regulation 11(1);

“SAUHMA” means the Southern African Undersea and Hyperbaric Medical Association;

“SCUBA” means self-contained underwater breathing apparatus, in which the supply of breathing mixture carried by the diver is independent of any other source;

“systems’ technician” means a technician appointed in accordance with regulation 8(3);

“trainee diving supervisor” means a registered trainee diving supervisor contemplated in regulation 9(1), who has successfully completed the theoretical training for diving supervision and is working under the auspice of the qualified diving supervisor;

“training standard” means a training standard made under regulation 24(a).

**Scope of application**

2.(1) Subject to subregulation (2), these Regulations apply to all diving operations and all persons engaged in diving operations in the Republic of South Africa or the territorial waters thereof: Provided that all diving operations performed by the South African National Defence Force in accordance with the South African Naval Operations Publication number 96 and all persons involved in those operations, must be regarded as having complied with these Regulations.
These Regulations shall not apply to persons who—

(a) use no diving apparatus;
(b) are recreational dive masters or diving instructors;
(c) are engaged in diving projects where they are not considered employees at work;
(d) are medical personnel who have to take part in compression chamber dives in case of an emergency; or
(e) are involved in the care or treatment of patients in a hyperbaric facility in a hospital or other place not under the control of a diving contractor, compressed air work contractor or ROV contractor: Provided that such facility is accredited by SAUHMA for the treatment of those patients.

Client

3.(1) A client shall be responsible for the following in order to ensure compliance with the provisions of the Act—

(a) to prepare a documented health and safety specification for the diving work, and provide any diving contractor who is making a bid or appointed to perform diving work for the client with the same;
(b) to promptly provide the diving contractor and his or her agent with any information which might affect the health and safety of any person at work carrying out diving work;
(c) to appoint each diving contractor in writing for the project or part thereof on a diving site;
(d) to take reasonable steps to ensure that each diving contractor's health and safety plan is implemented and maintained on the diving site: Provided that the steps taken, shall include periodic audits at intervals mutually agreed upon between the client and diving contractor, but at least once every month;
(e) to stop any contractor from executing diving work which is not in accordance with the diving contractor's health and safety plan for the site or which poses to be a threat to the health and safety of persons;
(f) to ensure that where changes are brought about, sufficient health and safety information and appropriate resources are made available to the diving contractor to execute the work safely;
(g) to ensure that every diving contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer prior to work commencing on site; and

(h) to ensure that potential diving contractors submitting tenders, have made provision for the cost of health and safety measures during the diving project.

(2) A client shall discuss and negotiate with the diving contractor the contents of the health and safety plan and thereafter finally approve the health and safety plan for implementation.

(3) A client shall ensure that a copy of the diving contractor's health and safety plan is available on request to an employee, inspector or contractor.

(4) No client shall appoint a diving contractor to perform diving work, unless the client is reasonably satisfied that the diving contractor that he or she intends to appoint has the necessary competencies and resources to carry out the work safely.

(5) A client may appoint an agent in writing to act as his or her representative and where such an appointment is made, the responsibilities as are imposed by these regulations upon a client, shall as far as reasonably practicable apply to the person so appointed.

(6) No client shall appoint any person as his agent, unless the client is reasonably satisfied that the person he or she intends to appoint has the necessary competencies and resources to perform the duties imposed on a client by these regulations.

Diving contractor

4. (1) No person at work may dive in a diving project and no contractor may employ any person in such a diving project unless the client has appointed a single diving contractor for that diving project.

(2) If no diving contractor is appointed as contemplated in subregulation (1), the client must perform the functions of a diving contractor in accordance with these Regulations.

(3) The duties of a diving contractor are to ensure that as far as it is reasonably practicable—

(a) the diving project is planned, managed and conducted in a manner which protects the health and safety of all persons taking part in that diving project;
(b) before the commencement of the diving project, a diving project plan is prepared in respect of that project in accordance with regulation 5, and that the plan is thereafter updated as necessary during the continuance of the project;

(c) before the commencement of any diving operation—

(i) subject to regulations 7, 9, 11 and 14 a person is appointed in writing to supervise that operation; and

(ii) the person contemplated in subparagraph (i) is supplied with a copy of the diving project plan;

(d) the required number of competent people are appointed to carry out, safely and without risk to health, the diving project and any action, including the application of first-aid, which may be necessary in the event of a reasonably foreseeable emergency connected with the diving project;

(e) equipment is available to carry out both the diving project and any action without risk to health and safety, including the application of first-aid, which may be necessary in the event of a reasonably foreseeable emergency connected with the diving project;

(f) the equipment contemplated in subparagraph (e) is maintained in a safe working condition;

(g) that any person taking part in the diving project complies with the requirements and prohibitions imposed on him or her by or under the relevant statutory provisions and observes the provisions of the diving project plan; and

(h) a diving operations record containing the minimum required particulars contemplated in Annexure B is completed within 24 hours of completion of a diving operation and kept for each diving operation for a minimum of two years

(4) The appointment of a diving contractor does not relieve the client of any duty imposed on him or her by the Act.

(5) The appointment of any subcontractors does not relieve the diving contractor of any duty imposed on him or her by the Act.
Diving project plan

5.(1) A diving project plan must be based on an assessment of the risks to the health and safety of any person taking part in the diving project and must consist of a record of the outcome of the planning carried out in accordance with the Regulations, including all the information, instructions and procedures that are necessary to give advice to and to regulate the behaviour of those so taking part to ensure, as far as is reasonably practicable, their health and safety.

(2) A diving project plan must identify and incorporate—
   (a) the relevant approved codes of practice which apply to the diving project;
   (b) any relevant legislative document that may be applicable in the specific diving project; and
   (c) any guidance note that may be applicable in the specific diving project.

Instructors

6.(1) No person may be registered as a diving instructor under class I, II, III or IV or as an instructor for compressed air work or as a ROV instructor, unless that person complies with the requirements of the relevant training standards made under regulation 24(a).

(2) An instructor must ensure that all training provided is in accordance with these Regulations and the relevant training standards made under regulation 24(a).

(3) No instructor may provide training unless he or she is appointed in writing and authorised by a diving school registered as contemplated in regulation 17(1): Provided that training for first aid may be provided by an institution registered to provide first aid

Life-support technicians

7.(1) No person may be registered as an assistant life-support technician or a life-support technician, unless that person complies with the requirements of the relevant training standards made under regulation 24(a).
(2) A diving contractor must appoint a life-support technician with appropriate levels of experience and competency for a particular diving operation as a life-support supervisor.

(3) No life-support technician may be appointed as the life-support supervisor for a diving operation unless that technician is registered in accordance with subregulation (1).

(4) An appointment as a life support supervisor must be in writing.

(5) A life-support technician must in respect of a diving operation in which he or she is involved—

(a) perform the relevant duties and functions under the supervision of the life-support supervisor and follow instructions given to him or her by the life-support supervisor; and

(b) ensure that a record is maintained in his or her logbook in accordance with Annexure A.

(6) A life-support supervisor must in respect of a diving operation for which he or she has been appointed—

(a) ensure that it is carried out as far as it is reasonably practicable—

(i) without risk to the health and safety of all of those taking part in that operation and of any other person who may be affected thereby;

(ii) in accordance with the requirements and prohibitions imposed on him or her by or under any relevant statutory provision; and

(iii) in accordance with the diving project plan;

(b) ensure before the commencement of the operation that each person taking part is aware of the contents of the diving project plan which relate to that operation;
(c) ensure that the particulars, required by Annexure B, are entered in the diving operations record and the saturation chamber record in the course of the diving operation; and

(d) ensure that a record is maintained in his or her logbook in accordance with Annexure A.

(7) A life-support supervisor may, while supervising a diving operation in respect of which he or she has been appointed, give reasonable directions to any person taking part in that operation or who may affect the safety of that operation that are necessary to enable that person to comply with these Regulations.

(8) A life-support technician must report for a medical examination to a designated medical practitioner at least once every 12 months.

Systems' technicians

8. (1) A diving contractor must ensure that a competent person is appointed as a systems' technician to perform mechanical and electrical maintenance and repairs on a diving system.

(2) An appointment as a systems' technician must be in writing.

(3) A systems' technician must—

(a) carry out routine maintenance and checks to identify faults or problems with the diving system and implement corrective measures;

(b) carry out any in-service maintenance as required;

(c) maintain an accurate record of all work done on the diving system; and

(d) maintain a record of his or her work in a systems' technician logbook in accordance with Annexure A.

(4) A systems' technician may not perform any work on a diving system in the course of a diving operation without the approval of the diving supervisor.
(5) A systems' technician must report for a medical examination to a designated medical practitioner at least once every 12 months.

Diving supervisors

9.(1) No person may be registered as a trainee supervisor or a supervisor under class I, II, III or IV, unless that person complies with the requirements of the relevant training standards made under regulation 24(a).

(2) The diving supervisor for a particular diving operation must be appointed in writing by the diving contractor.

(3) No person may be appointed as the supervisor for a diving operation, unless that person is registered in accordance with subregulation (1).

(4) A supervisor must in respect of a diving operation for which he or she has been appointed—
   (a) ensure that it is carried out as far as it is reasonably practicable—
      (i) without risk to the health and safety of all those taking part in that operation and of any other person who may be affected thereby;
      (ii) in accordance with the requirements and prohibitions imposed on him or her by or under any relevant statutory provision; and
      (iii) in accordance with the diving project plan;
   (b) ensure before the commencement of the operation that each person taking part is aware of the contents of the diving project plan which relate to that operation;
   (c) enter the particulars, required by Annexure B in the diving operations record;
   (d) maintain a daily record in his or her logbook in accordance with Annexure A;
(e) ensure that the particulars of any recompression therapy are recorded in the logbook of the diver in accordance with Annexure A; and

(f) at all times be available to deal with emergencies at the site where diving operations are carried out.

(5) A supervisor may not—

(a) dive while supervising other divers; or

(b) act as a standby diver.

(6) A trainee supervisor may supervise dives only while under the direct supervision of a diving supervisor.

(7) A supervisor may, while supervising a diving operation in respect of which he or she has been appointed, give reasonable directions to any person taking part in that operation or who may affect the safety of that operation that are necessary to enable that person to comply with these Regulations.

(8) A diving supervisor must report for a medical examination to a designated medical practitioner at least once every 12 months.

Divers

10. (1) No person may be registered as a diver under class I, II, III, IV, V or VI, unless that person complies with the requirements of the relevant training standards made under regulation 24(a).

(2) A diver engaged in a diving project must—

(a) maintain a daily record of his or her diving in his or her diver's logbook in accordance with Annexure A;

(b) inform the diving supervisor if he or she is not competent to carry out the diving tasks required as part in the diving operation in a safe manner;

(c) if he or she knows of anything, including any illness or other condition, which makes him or her unfit to dive, inform the diving supervisor of his or her unfitness;
(d) comply with any direction given to him or her by the supervisor appointed for that diving operation; and

(e) comply with any instruction applicable to him or her in the diving project plan.

(3) A diver must report for a medical examination to a designated medical practitioner at least once every 12 months.

ROV supervisors

11.(1) No person may be registered as a ROV supervisor, unless that person complies with the requirements of the relevant training standards made under regulation 24(a).

(2) The ROV supervisor for a particular diving operation must be appointed in writing by the diving contractor.

(3) No person may be appointed as the ROV supervisor for a diving operation, unless that person is registered in accordance with subregulation (1).

(4) A ROV supervisor must in respect of the ROV operation for which he or she has been appointed—

(a) ensure that as far as it is reasonably practicable it is carried out—

(i) without risk to the health and safety of all those taking part in that operation and of any other person who may be affected thereby;

(ii) in accordance with the requirements and prohibitions imposed on him or her by or under any relevant statutory provision; and

(iii) in accordance with the diving project plan;

(b) before the commencement of the operation, ensure that each person taking part is aware of the contents of the diving project plan which relate to that operation;
(c) enter the particulars required by Annexure B in the ROV operations record; and

(d) maintain a daily record in his or her logbook in accordance with Annexure A.

(5) A ROV supervisor may, while supervising a ROV operation in respect of which he or she is appointed, give reasonable directions to any person taking part in that operation or who may affect the safety of that operation that are necessary to enable that person to comply with these Regulations: Provided that in the case of a diving supervisor supervising divers in the vicinity of a ROV operation, the ROV supervisor must follow the instructions given by the diving supervisor.

(6) A ROV supervisor must report for a medical examination to a designated medical practitioner at least once every 12 months

ROV pilots

12.(1) No person may be registered as a ROV pilot, unless that person complies with the requirements of the relevant training standards made under regulation 24(a),

(2) A ROV pilot engaged in a diving project must—

(a) maintain a daily record in his or her logbook in accordance with Annexure A;

(b) inform the ROV supervisor if he or she is not competent to carry out the tasks required as part in the ROV operation in a safe manner;

(c) comply with any direction given to him or her by the ROV supervisor;

(d) comply with any instruction applicable to him or her in the diving project plan; and

(e) report for a medical examination to a designated medical practitioner at least once every 12 months
Airlock operators for compressed air work

13.(1) No person may be registered as an airlock operator for compressed air work, unless that person complies with the requirements of the relevant training standards made under regulation 24(a).

(2) The airlock operator for a particular compressed air diving operation must be appointed in writing by the contractor.

(3) No person may be appointed as an airlock operator to operate the transfer of personnel or material unless that person is registered in accordance with subregulation (1).

(4) An airlock operator must in respect of the diving operation for which he or she has been appointed—
   (a) ensure that as far as it is reasonably practicable it is carried out without risk to the health and safety of all those taking part in that operation and of any other person who may be affected thereby;
   (b) inform the hyperbaric operations supervisor if he or she is not competent to carry out the tasks required as part in the diving operation in a safe manner;
   (c) comply with any direction given to him or her by the hyperbaric operations supervisor appointed for that diving operation;
   (d) enter the particulars required by Annexure B in the diving operations record; and
   (e) maintain a daily record in his or her logbook in accordance with Annexure A.

(5) An airlock operator must report for a medical examination to a designated medical practitioner at least once every 12 months.

Hyperbaric operations supervisors for compressed air work

14.(1) No person may be registered as a hyperbaric operations supervisor for compressed air work, unless that person complies with the requirements of the relevant training standards made under regulation 24(a).
(2) The hyperbaric operations supervisor for a particular compressed air work operation shall be appointed in writing by the contractor.

(3) No person may be appointed as a hyperbaric operations supervisor for a compressed air work operation, unless that person is registered in accordance with subregulation (1).

(4) A hyperbaric operations supervisor must in respect of the compressed air work operation for which he or she has been appointed—

(a) ensure that as far as it is reasonably practicable it is carried out—

(i) without risk to the health and safety of all those taking part in that operation and of any other person who may be affected thereby;

(ii) in accordance with the requirements and prohibitions imposed on him or her by or under any relevant statutory provision; and

(iii) in accordance with the diving project plan;

(b) before the commencement of the operation, ensure that each person taking part is aware of the contents of the diving project plan which relate to that operation;

(c) ensure that the particulars required by Annexure B are recorded in the hyperbaric work operations record; and

(d) ensure that the particulars of any therapeutic treatment provided in accordance with regulation 15 are entered into the logbook of the compressed air worker in accordance with Annexure A.

(5) A hyperbaric operations supervisor may, while supervising a diving operation in respect of which he or she is appointed, give reasonable directions to any person taking part in that operation or who may affect the safety of that operation that are necessary to enable that person to comply with these Regulations.

(6) A hyperbaric operations supervisor must report for a medical examination to a designated medical practitioner at least once every 12 months.
Chamber operators and operation of chambers

15. (1) No person may be registered as a chamber operator for diving operations and compressed air work operations, unless that person complies with the requirements of the relevant training standards made under regulation 24(a).

(2) No person may operate a diving chamber—

(a) in the case of the chamber being compressed with gas other than air, unless that person is registered as a life-support technician; or

(b) in the case of the chamber being compressed with air, unless—

(i) that person is registered as a class I diver or a class II diver and operate the chamber under the supervision of a class I diving supervisor or a class II diving supervisor; or

(ii) that person is registered as a chamber operator in accordance with subregulation (1) and operates the chamber under the supervision of—

(aa) a class I diving supervisor;

(bb) a class II diving supervisor;

(cc) a class III diving supervisor registered as a chamber operator;

(dd) a class IV diving supervisor registered as a chamber operator; or

(ee) a hyperbaric operations supervisor registered as a chamber operator.

(3) Before a chamber dive, a chamber operator must ensure that—

(a) all the pre-dive chamber checks have been completed in accordance with the chamber checklists: and

(b) the chamber dive will take place as far as it is reasonably practicable without risks to the health and safety of persons that will enter that chamber.
(4) During a chamber dive a chamber operator must —
   (a) comply with any direction given to him or her by the supervisor for that operation; and
   (b) comply with any direction applicable to him or her in accordance with the diving project plan.

(5) A chamber operator must —
   (a) maintain a record of the chamber dives in the chamber log in accordance with Annexure B; and
   (b) maintain a daily record in his or her logbook in accordance with Annexure A.

(6) A chamber operator must report for a medical examination to a designated medical practitioner at least once every 12 months.

Compressed air workers
16. (1) No person may be registered as a compressed air worker, unless that person complies with the relevant requirements of the training standards made under regulation 24(a).

(2) The hyperbaric operations supervisor must for each dive appoint a compressed air worker as the team leader for that dive.

(3) A compressed air worker engaged in a diving project must —
   (a) maintain a daily record of his or her diving in his or her compressed air worker's logbook in accordance with Annexure A;
   (b) inform the lock operator if he or she is not competent to carry out the compressed air work tasks required as part in the diving operation in a safe manner;
   (c) if he or she knows of anything, including any illness or other condition, which renders him or her unfit to dive, inform the lock operator of his or her unfitness;
   (d) comply with any direction given by the airlock operator;
(e) comply with any instruction applicable to him or her in the diving project plan.

(4) A compressed air worker must report for a medical examination to a designated medical practitioner at least once every 12 months.

Approved qualifications
17. The chief inspector may approve in writing the qualifications that he or she considers suitable to ensure that divers, diving supervisors, life-support technicians, systems' technicians, instructors, ROV pilots, ROV supervisors, chamber operators, compressed air workers, airlock operators and hyperbaric operations supervisors are adequately trained for the purposes of these Regulations.

Diving schools
18.(1) Any person who has at his or her disposal the staff, plant, equipment and other ancillary facilities that enables him or her to offer the curriculum of instruction and training framed by the code of practice for training and the training standards may apply in writing to the chief inspector for registration of a diving school.

(2) No facility may be registered as a diving school, unless it complies with the requirements of the relevant standards made under regulation 24(a).

Designated Medical Practitioners
19.(1) The chief inspector may designate level 1 medical practitioners, level 2 (air) medical practitioners and level 2 (mixed gas) medical practitioners.

(2) No person may be designated as contemplated in subregulation (1) unless he or she is a medical practitioner registered with the Health Professions Council of South Africa and has completed a course in underwater medicine approved by the chief inspector.

(3) A designation contemplated in subregulation (1) lapse after a period of four years, unless the designated medical practitioner concerned furnishes proof before
the expiry of each such period that he or she has undertaken refresher training approved by the chief inspector.

(4) A level 1 designated medical practitioner must —

(a) carry out a medical examination, including any test required by the chief inspector: Provided that when an examination of a specialised nature is required, the designated medical practitioner needs not personally perform such examination, but remains responsible for the decision based on the result of such specialised examination;

(b) issue a medical certificate of fitness based on the results of a medical examination of a person or endorse such certificate subsequent to each medical re-examination; and

(c) forward the diving fitness registry information required in regulation 20(10) to SAUHMA.

(5) A level 2 designated medical practitioner must, if so requested, in addition to the functions of a level 1 designated medical practitioner, render medical assistance as part of a diving project, including operational medical advice and recompression treatment assistance for —

(a) operations involving classes VI, V, IV, III and II divers, but not class II (mixed gas) or class I divers, if registered as a level 2 (air) designated medical practitioner;

(b) all classes of diving, including classes II (mixed gas) divers and class I divers, if registered as a level 2 (mixed gas) designated medical practitioner;

(c) compressed air work not using mixed gas if registered as a level 2 (air) designated medical practitioner and an occupational medicine practitioner; or

(d) compressed air work using air or mixed gas if registered as a level 2 (mixed gas) designated medical practitioner and an occupational medicine practitioner.
Medical examinations and medical fitness

20. (1) Where a medical examination is required by these Regulations the relevant diving contractor is responsible for the arrangements and costs connected with such examination: Provided that such contractor shall not be responsible in respect of examinations regarding indisposition or injuries not sustained during the execution of the person's normal duties.

(2) A medical certificate of fitness must indicate—
   (a) the full name of the person to whom it relates;
   (b) the passport and or identity number, as the case may be, of the person to whom it relates;
   (c) the date of the medical examination;
   (d) whether the person is considered fit for the inherent requirements of the job;
   (e) any limitation or restriction pertaining to the fitness of the person;
   (f) the period, not exceeding 12 months, for which the person is considered fit;
   (g) by way of a clear stamp of the designated medical practitioner issuing the certificate—
      (i) the initials and surname of the designated medical practitioner;
      (ii) the address and contact numbers of the designated medical practitioner;
      (iii) the Health Professions Council of South Africa registration number of the designated medical practitioner; and
      (iv) the designation number issued by the chief inspector to the designated medical practitioner in terms of regulation 19(1);
   (h) the date on which the designation of the medical practitioner lapse in terms of regulation 19(3); and
   (i) the signature of the medical practitioner issuing the certificate.
(3) A certificate of fitness must be recorded in the logbook of the person to whom it relates, in accordance with Annexure A.

(4) If a medical certificate of fitness is lost or destroyed and the original designated medical practitioner who issued the certificate can not issue a copy of the original, the person concerned must resubmit him or herself for a medical examination.

(5) If a person is found to be unfit for work, or fit with a restriction, he or she may apply for a review, in writing, to the chief inspector.

(6) A review under subregulation (5) must—

(a) be lodged with the chief inspector within 30 days of the relevant decision or finding; and

(b) state the grounds of the request for review.

(7) When the chief inspector receives a review request under subregulation (5), the chief inspector must choose another designated medical practitioner and arrange for that person to be re-examined by that designated medical practitioner, at the cost of the chief inspector.

(8) A designated medical practitioner contemplated in subregulation (7) must report to the chief inspector, who must then consider the review request and—

(a) confirm, set aside or vary the decision or finding of the designated medical practitioner; or

(b) substitute any other decision or finding for that decision or finding.

(9) Nothing in this regulation precludes a person from—

(a) obtaining and paying for a medical opinion from any other medical practitioner; or

(b) pursuing any other legal remedy.
SAUHMA must keep a registry of diving fitness for the chief inspector and the registry shall contain the following minimum information:

(a) The date of the examination;

(b) the period of validity of the examination;

(c) the name of the person;

(d) the passport or identity number, as the case may be, of the person;

(e) whether the person is considered fit or not;

(f) any restriction that may apply; and

(g) the name, address, telephone number and designation number of the designated medical practitioner who performed the medical examination.

Operations manual

21.(1) A diving contractor must ensure that an operations manual is complied and made available to each diving team at the diving location before the commencement of each diving operation.

(2) An operations manual must contain directions regarding the health and safety of employees in accordance with these Regulations and the relevant approved codes of practice

Control of diving operations

22.(1) A diving contractor must ensure that——

(a) all diving operations are controlled in accordance with the Act, including all applicable regulations and the relevant Codes of Practice;

(b) a hazard identification and risk assessment is conducted to identify the risks to the health and safety of any person taking part in the diving operation; and

(c) the risks contemplated in paragraph (b) are appropriately mitigated.
(d) a plan is implemented to monitor risks and how they are addressed
(e) a plan is implemented to review the hazards, risks and plan to mitigate and monitor the risks

(2) The diving contractor shall ensure that a diving operation conform to the minimum manning levels in accordance with Annexure C.

(3) No person may dive to a depth greater than that for which he or she is qualified: Provided that a class III diver may dive to a maximum depth not exceeding 50 metres if the total decompression time does not exceed 20 minutes.

(4) All divers, diving supervisors, instructors, life support technicians, compressed air workers, hyperbaric operations supervisors, airlock operators and chamber operators must hold a valid, in-date first aid certificate, taught in accordance with the training standards made under regulation 24(a).

Diving Advisory Board

23.(1) The chief inspector must establish a Diving Advisory Board consisting of—

(a) an officer of the Department of Labour, who is the chairperson;
(b) one inspector;
(c) one person representing the Department of Minerals and Energy;
(d) one level 2 designated medical practitioner, who is a member of SAUHMA;
(e) one instructor;
(f) one diving contractor; and
(g) one supervisor, holding the minimum of a Class II supervisor's qualification.

(2) The chief inspector may authorise the Diving Advisory Board to co-opt persons who have specialised knowledge of the matters dealt with by the Diving Advisory Board.
(3) The chief inspector must appoint the members of the Diving Advisory Board for a period that he or she may determine at the time of appointment.

(4) The chief inspector may discharge a member of the Diving Advisory Board before the termination of his or her period of appointment after that member has been afforded a reasonable opportunity to respond to the reasons for the intended discharge.

(5) The Diving Advisory Board must—

(a) make recommendations and submit reports to the chief inspector regarding any matter to which these Regulations relate;

(b) advise the chief inspector regarding any matter referred to the Diving Advisory Board by the chief inspector;

(c) perform other functions that may be requested by the chief inspector;

(d) refer appeals against decisions of the Diving Advisory Board to the chief inspector; and

(e) conduct its work in accordance with the instructions and rules of conduct made by the chief inspector.

**Training standards, assessments and Codes of Practice**

24. The chief inspector must, in consultation with the Diving Advisory Board—

(a) make or amend the standards for the conduct of assessments and training as the occasion may require; and

(b) make or amend approved codes of practice relevant to diving and compressed air work to regulate diving operations.

**Application for registration**

25. An application for registration as a diver, diving supervisor, life-support technician, systems' technician, instructor, ROV pilot, ROV supervisor, chamber operator, compressed air worker, airlock operator or hyperbaric operations
supervisor and any application for the reissue of a certificate that has been lost, damaged or destroyed, shall be made in the form and manner approved by the chief inspector.

Records

26.(1) A registered diving school must keep training records with the minimum details required in accordance with Annexure B for a minimum period of 10 years.

(2) A diving contractor must keep the records contemplated in Annexure B for a minimum period of five years.

(3) If a registered diving school or diving contractor ceases activities, all its records contemplated in this regulation must be handed over or forwarded by registered post to the relevant provincial office.

Withdrawal of certificate of registration

27.(1) Subject to subregulation (2), the chief inspector may withdraw a certificate of registration issued in accordance with these Regulations, if the person —

(a) no longer complies with any of the conditions referred to in the Regulations or approved code of practice, or

(b) is convicted of an offence contemplated in regulation 30.

(2) The chief inspector may not withdraw a certificate of registration unless he or she has —

(a) informed the holder of that certificate of registration in writing of the intended withdrawal thereof and of the grounds upon which it is based; and

(b) afforded the holder a reasonable opportunity to state his or her case and, if the holder is a person contemplated in subregulation (1)(a), afforded such holder an opportunity to comply with those conditions within the period specified by the chief inspector.
Fees payable

28. The fees payable in respect of an application contemplated in regulation 25 shall from time to time be determined by the Minister after consultation with the Minister of Finance by notice in the Gazette.

Notification of diving operations

.29.(1) A diving contractor or diving school who intends to carry out any diving operation must before the commencement of those operations notify the provincial office in writing of the diving operations.

(2) Any client making use of the services of a diving contractor must before the commencement of that work notify the provincial director in writing of the diving work, irrespective of whether the diving contractor has notified the provincial office as contemplated in subregulation (1).

(3) A notification contemplated in subregulations (1) and (2) must contain the minimum information required in Annexure D.

(4) The diving contractor must ensure that a copy of the completed form contemplated in subregulation (3) is kept at the dive site for inspection by an inspector, client, client's agent or employee.

Offences and penalties

30. Any person who contravenes or fails to comply with any of the provisions of regulation 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 26, 27, or 29 is guilty of an offence and liable upon conviction to a fine or to imprisonment for a period not exceeding 12 months.

Repeal


Short title

32. These Regulations are called the Diving Regulations, 2009.
Annexures

A. Minimum details for personnel logbooks (Parts 1 to 10)
B. Minimum details of the diving operations record (Parts 1 to 8)
C. Minimum manning levels (Parts 1 to 3)
D. Notification of diving work
## ANNEXURE A
### MINIMUM DETAIL REQUIRED
#### PROFESSIONAL DIVER’S LOGBOOK
##### PART 1 – OFFSHORE DIVERS

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</thead>
<tbody>
<tr>
<td>1.1. Full name</td>
<td>2.1. Full name of diver</td>
<td>3.1. Date</td>
<td>4.1. Date</td>
<td>6.1. Date of dive</td>
<td></td>
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<tr>
<td>1.2. Signature</td>
<td>2.2. Passport and/or identity number of diver</td>
<td>3.2. Qualification/certificate</td>
<td>4.2. Training received</td>
<td>6.2. Signature of diver</td>
<td></td>
</tr>
<tr>
<td>1.3. Date of birth</td>
<td>2.3. Date of medical examination</td>
<td>3.3. Subject used</td>
<td>4.3. Training body/organisation</td>
<td>6.3. Name of diving contractor</td>
<td></td>
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<tr>
<td>1.5. Contact telephone number</td>
<td>2.5. Medical restriction on diving or compression (if applicable)</td>
<td>3.5. Course certification reference (if applicable)</td>
<td>4.5. Authorisation</td>
<td>6.5. Dive location</td>
<td></td>
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<tr>
<td>1.6. Email address</td>
<td>2.6. Date of commencement</td>
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<td>6.6. Vessel/installation</td>
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<tr>
<td>1.7. Photograph of diver</td>
<td>2.7. Date of expiry</td>
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<td></td>
<td>6.7. Type of dive</td>
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<td>1.8. Changes in address and contact details</td>
<td>2.8. Space for designated medical practitioner practice stamp, indicating:</td>
<td></td>
<td></td>
<td>6.8. Bell bounce or surface dives</td>
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<tr>
<td>1.9. Next of kin contact details</td>
<td>2.8.1. Initials and surname of designated medical practitioner</td>
<td></td>
<td></td>
<td>6.8.1. Maximum depth of dive</td>
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</tr>
<tr>
<td>2. Medical Certificates and Notes</td>
<td>2.8.2. Address and contact numbers of the designated medical practitioner</td>
<td></td>
<td></td>
<td>6.8.2. Time left surface or started pressurisation</td>
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<tr>
<td>2.1. Full name of diver</td>
<td>2.8.3. HPCSA registration number of designated medical practitioner</td>
<td></td>
<td></td>
<td>6.8.3. Bottom time</td>
<td></td>
</tr>
<tr>
<td>2.2. Passport and/or identity number of diver</td>
<td>2.8.4. Designation number of medical practitioner</td>
<td></td>
<td></td>
<td>6.8.4. Decompression completed at:</td>
<td></td>
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<tr>
<td>2.3. Date of medical examination</td>
<td>2.9. Date on which the medical practitioner designation will lapse</td>
<td></td>
<td></td>
<td>6.8.5. Surface decompression only:</td>
<td></td>
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<tr>
<td>2.4. Result of medical examination</td>
<td>2.10. Signature of designated medical practitioner</td>
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<td></td>
<td>6.8.5.1. Surface interval</td>
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<td>2.5. Medical restriction on diving or compression (if applicable)</td>
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<td>6.8.5.2. Time spent in chamber</td>
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<td>2.6. Date of commencement</td>
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<td>6.8.6. Accumulated bottom time</td>
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<tr>
<td>2.7. Date of expiry</td>
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<td>6.8.7. Accumulated total time under pressure</td>
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<tr>
<td>2.8. Space for designated medical practitioner practice stamp, indicating:</td>
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<td></td>
<td>6.9. Saturation dives</td>
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<td>2.8.1. Initials and surname of designated medical practitioner</td>
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<td>6.9.1. Storage depth</td>
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<td>2.8.2. Address and contact numbers of the designated medical practitioner</td>
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<td>6.9.2. Maximum depth of dive</td>
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<td>2.8.3. HPCSA registration number of designated medical practitioner</td>
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<td>6.9.3. Bell lock-off time</td>
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<tr>
<td>2.8.4. Designation number of medical practitioner</td>
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<td></td>
<td>6.9.4. Diver left bell</td>
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<td>2.9. Date on which the medical practitioner designation will lapse</td>
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<td></td>
<td>6.9.5. Diver returned to bell</td>
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<td>2.10. Signature of designated medical practitioner</td>
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<td></td>
<td>6.9.6. Lock-out time</td>
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<tr>
<td>3. Qualifications and Certificates</td>
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<td>6.9.7. Bell lock-on</td>
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<td>3.1. Date</td>
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<td>6.9.8. Accumulated lock-outs</td>
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<tr>
<td>3.2. Qualification/certificate</td>
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<td>6.9.9. Accumulated total time under pressure</td>
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<td>3.3. Subject</td>
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<td>6.10. Details of work and equipment</td>
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<td>3.4. Awarding body/organisation</td>
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<td>6.10.1. Breathing apparatus used</td>
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<td>3.5. Course certification reference (if applicable)</td>
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<td>6.10.2. Breathing mixture used</td>
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<td>4. Training Record</td>
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<td>6.10.3. Work description, equipment and tools used</td>
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<tr>
<td>4.1. Date</td>
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<td>6.10.4. Name of decompression schedules used</td>
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<td>4.2. Training received</td>
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<td>6.10.5. Notes regarding any decompression incident or other illness or injury</td>
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<td>4.3. Training body/organisation</td>
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<td>6.10.6. Any other remarks</td>
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<tr>
<td>4.4. Location</td>
<td></td>
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<td>6.10.7. Name of diving supervisor</td>
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<td>4.5. Authorisation</td>
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<td>6.10.8. Signature of diving supervisor</td>
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<td>6.10.9. Date</td>
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<td>6.10.10. Company stamp</td>
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<td>6.11. General</td>
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<td>6.11.1. Page x of xx</td>
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ANNEXURE A
MINIMUM DETAIL REQUIRED
PROFESSIONAL DIVER’S LOGBOOK
PART 2 – CLASS VI, V, IV AND III DIVER’S LOGBOOK

1. Personal Details
   1.1. Full name
   1.2. Signature
   1.3. Date of birth
   1.4. Address
   1.5. Contact telephone number
   1.6. Email address
   1.7. Photograph of diver
   1.8. Changes in address and contact details
   1.9. Next of kin contact details

2. Medical Certificates and Notes
   2.11. Full name of diver
   2.12. Passport and/or identity number of diver
   2.13. Date of medical examination
   2.14. Result of medical examination
   2.15. Medical restriction on diving or compression (if applicable)
   2.16. Date of commencement
   2.17. Date of expiry
   2.18. Space for designated medical practitioner practice stamp, indicating:
      2.18.1. Initials and surname of designated medical practitioner
      2.18.2. Address and contact numbers of the designated medical practitioner
      2.18.3. HPCSA registration number of designated medical practitioner
      2.18.4. Designation number of medical practitioner
      2.19. Date on which the medical practitioner designation will lapse
      2.20. Signature of designated medical practitioner

3. Qualifications and Certificates

4. Training Record
   4.1. Date
   4.2. Training received
   4.3. Training body/organisation
   4.4. Location
   4.5. Authorisation

5. Competence Assessment Record
   5.1. Date
   5.2. Competence code
   5.3. Comments
   5.4. Assessor’s name
   5.5. Assessor’s company and position
   5.6. Assessor’s signature/stamp

6. Record of Dive
   6.1. Date of dive
   6.2. Signature of diver
   6.3. Name of diving contractor
   6.4. Address of diving contractor
   6.5. Dive location
   6.6. Vessel/installation
   6.7. Type of dive
   6.8. Dive details
   6.8.1. Maximum depth of dive
   6.8.2. Time left surface
   6.8.3. Bottom time
   6.8.4. Decompression completed at
   6.8.5. Accumulated bottom time
   6.9. Details of work and equipment
   6.9.1. Breathing apparatus used
   6.9.2. Breathing mixture used

1 Note: These are minimum requirements. Dives under these classes may be logged in the offshore diver’s logbook (Annexure A – Part 1)
6.9.3. Work description, equipment and tools used
6.9.4. Name of decompression schedules used
6.9.5. Notes regarding any decompression incident or other illness or injury
6.9.6. Any other remarks
6.9.7. Name of diving supervisor
6.9.8. Signature of diving supervisor
6.10. General
6.10.1. Page x of xx

7. Record of medical illness or injury
7.1. Date
7.2. Decompression illness or other illness or injury
7.3. Supervisor's name
7.4. Supervisor's signature
7.5. Company name

ANNEXURE A
SUPERVISOR'S LOGBOOK
MINIMUM DETAIL REQUIRED
PART 3 – OFFSHORE DIVING SUPERVISOR’S LOGBOOK

1. **Personal Details**
   1.1. Full name
   1.2. Signature
   1.3. Date of birth
   1.4. Address
   1.5. Contact telephone number
   1.6. Email address
   1.7. Photograph of supervisor
   1.8. Changes in address and contact details
   1.9. Next of kin contact details

2. **Medical Certificates and Notes**
   2.21. Full name of diver
   2.22. Passport and/ or identity number of diver
   2.23. Date of medical examination
   2.24. Result of medical examination
   2.25. Medical restriction on diving or compression (if applicable)
   2.26. Date of commencement
   2.27. Date of expiry
   2.28. Space for designated medical practitioner practice stamp, indicating:
       2.28.1. Initials and surname of designated medical practitioner
       2.28.2. Address and contact numbers of the designated medical practitioner
       2.28.3. HPCSA registration number of designated medical practitioner
       2.28.4. Designation number of medical practitioner
   2.29. Date on which the medical practitioner designation will lapse
   2.30. Signature of designated medical practitioner

3. **Qualifications and Certificates**
   3.1. Date

4. **Training Record**
   4.1. Date
   4.2. Training received
   4.3. Training body/ organisation
   4.4. Location
   4.5. Authorisation

5. **Record of Supervision**
   5.1. Date
   5.2. Signature of supervisor
   5.3. Name of diving contractor
   5.4. Address of diving contractor
   5.5. Dive location
   5.6. Vessel/ installation
   5.7. Type of supervision (direct or overall)
   5.8. Bell bounce or surface dives
       5.8.1. No of dives
       5.8.2. Type
       5.8.3. Depth
       5.8.4. No of divers
   5.8.5. Type of decompression:
       5.8.6. Total duration of dive
       5.8.7. Description of work
       5.8.8. Running total; no of dives
       5.8.9. Running total; total duration of dives
       5.8.9. Saturation dives
       5.9. No of dives
       5.9.1. Storage depth
       5.9.2. Excursion depth
       5.9.3. Duration of dive
       5.9.4. Decompression range
       5.9.5. Description of work
       5.9.6. Running total; no of dives
       5.9.7. Running total; total duration of dives

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ANNEXURE A
SUPERVISOR’S LOGBOOK
MINIMUM DETAIL REQUIRED
PART 4 – INSHORE DIVING SUPERVISOR’S LOGBOOK

1. Personal Details

1.1. Full name
1.2. Signature
1.3. Date of birth
1.4. Address
1.5. Contact telephone number
1.6. Email address
1.7. Photograph of supervisor
1.8. Changes in address and contact details
1.9. Next of kin contact details

2. Medical Certificates and Notes

2.1. Full name of supervisor
2.2. Passport and/ or identity number of supervisor
2.3. Date of medical examination
2.4. Result of medical examination
2.5. Medical restriction on diving or compression (if applicable)
2.6. Date of commencement
2.7. Date of expiry
2.8. Space for designated medical practitioner practice stamp, indicating:
   2.8.1. Initials and surname of designated medical practitioner
   2.8.2. Address and contact numbers of the designated medical practitioner
   2.8.3. HPCSA registration number of designated medical practitioner
   2.8.4. Designation number of medical practitioner
2.9. Date on which the medical practitioner designation will lapse
2.10. Signature of designated medical practitioner

3. Qualifications and Certificates

3.1. Date

3.2. Qualification/ certificate
3.3. Subject
3.4. Awarding body/ organisation
3.5. Course certification reference (if applicable)

4. Training Record

4.1. Date
4.2. Training received
4.3. Training body/ organisation
4.4. Location
4.5. Authorisation

5. Record of Supervision

5.1. Date
5.2. Signature of supervisor
5.3. Name of diving contractor
5.4. Address of diving contractor
5.5. Dive location
5.6. Vessel/ installation
5.7. Type of supervision (direct or overall)
5.8. Bounce or surface dives
5.8.1. No of dives
5.8.2. Type
5.8.3. Depth
5.8.4. No of divers
5.8.5. Type of decompression:
5.8.6. Total duration of dive
5.9. Description of work
5.9.1. Running total; no of dives
5.9.2. Running total; total duration of dives
5.10. General
5.10.1. Incidents and remarks
5.10.2. Diving contractor’s stamp
5.10.3. Diving contractor’s representative’s signature
5.10.4. Diving contractor’s representative’s title and name
5.10.5. Page x of xx
ANNEXURE A
MINIMUM DETAILS REQUIRED
PERSONNEL LOGBOOKS
PART 8 – CHAMBER OPERATOR LOGBOOK
(These details may be logged in the Professional Diver’s Logbook, Diving Supervisor’s Logbook, Life Support Technician’s Logbook or in a separate Chamber Operator’s Logbook)

1. Personal Details
1.1. Full name
1.2. Signature
1.3. Date of birth
1.4. Address
1.5. Contact telephone number
1.6. Email address
1.7. Photograph of diver
1.8. Changes in address and contact details

2. Medical Certificates and Notes
2.1. Full name of chamber operator
2.2. Passport and/ or identity number of chamber operator
2.3. Date of medical examination
2.4. Result of medical examination
2.5. Medical restriction on chamber operations (if applicable)
2.6. Date of commencement
2.7. Date of expiry
2.8. Space for designated medical practitioner practice stamp, indicating:
2.8.1. Initials and surname of designated medical practitioner
2.8.2. Address and contact numbers of the designated medical practitioner
2.8.3. HPCSA registration number of designated medical practitioner
2.8.4. Designation number of medical practitioner
2.9. Date on which the medical practitioner designation will lapse
2.10. Signature of designated medical practitioner

3. Qualifications and Certificates
3.1. Date
3.2. Qualification/ certificate
3.3. Subject
3.4. Awarding body/ organisation
3.5. Course certification reference (if applicable)

4. Training Record
4.1. Date

4.2. Training received
4.3. Training body/ organisation
4.4. Location
4.5. Authorisation

5. Competence Assessment Record
5.1. Date
5.2. Competence code
5.3. Comments
5.4. Assessor’s name
5.5. Assessor’s company and position
5.6. Assessor’s signature/ stamp

6. Record of Chamber Dive
6.1. Date of chamber dive
6.2. Signature of chamber operator
6.3. Name of diving chamber owner/ contractor
6.4. Address of diving chamber owner/ contractor
6.5. Chamber location
6.6. Type of chamber
6.7. Purpose of chamber dive
6.8. Maximum depth of chamber dive
6.9. Time left surface or started pressurisation
6.10. Bottom time
6.11. Decompression completed at:
6.12. Total time spent in chamber
6.13. Accumulated chamber operation time
6.14. Breathing apparatus used
6.15. Breathing mixture used
6.16. Name of decompression schedules used
6.17. Notes regarding any incident or other illness or injury
6.18. Any other remarks
6.19. Name of diving supervisor
6.20. Signature of diving supervisor
6.21. Date (signature)
6.22. Company stamp
6.23. General
6.23.1. Page x of xx

7. Cumulative Chamber Operation Experience (hours)
7.1. Page number from part 6
7.2. Number of chamber dives operated
## ANNEXURE A

### MINIMUM DETAIL REQUIRED

#### PERSONNEL LOGBOOKS

#### PART 9 – COMPRESSED AIR WORKER’S LOGBOOK

### 1. Personal Details

1.1. Photograph of hyperbaric worker  
1.2. Full name  
1.3. Address  
1.4. Date of birth  
1.5. Signature  
1.6. Contact telephone number  
1.7. Email address  
1.8. Changes in address and contact details  
1.9. Next of kin name  
1.10. Next of kin contact details

### 2. Medical Certificates and Notes

2.1. Full name of compressed air worker  
2.2. Passport and/ or identity number of compressed air worker  
2.3. Date of medical examination  
2.4. Result of medical examination  
2.5. Medical restriction on diving or compression (if applicable)  
2.6. Date of commencement  
2.7. Date of expiry  
2.8. Space for designated medical practitioner practice stamp, which must indicate:  
2.8.1. Initials and surname of designated medical practitioner  
2.8.2. Address and contact numbers of the designated medical practitioner  
2.8.3. HPCSA registration number of designated medical practitioner  
2.8.4. Designation number of medical practitioner  
2.9. Date on which the medical practitioner designation will lapse  
2.10. Signature of designated medical practitioner

### 3. Qualifications and Certificates

3.1. Date  
3.2. Qualification/ certificate  
3.3. Subject  
3.4. Awarding body/ organisation  
3.5. Course certification reference (if applicable)

### 4. Training Record

4.1. Date  
4.2. Training received  
4.3. Training body/ organisation  
4.4. Location  
4.5. Training organization stamp

### 5. Competence Assessment Record

5.1. Date  
5.2. Competence code  
5.3. Comments  
5.4. Assessor’s name  
5.5. Assessor’s company and position  
5.6. Assessor’s signature/ stamp

### 6. Record of Dive

6.1. Dive number  
6.2. Date of dive  
6.3. Signature of compressed air worker  
6.4. Name of diving contractor  
6.5. Address of diving contractor  
6.6. Worksite location  
6.7. Purpose of the dive  
6.8. Maximum depth of dive  
6.9. Time pressurization started  
6.10. Bottom time  
6.11. Decompression completed at:  
6.12. Decompression schedules used  
6.13. Accumulated bottom time  
6.14. Accumulated total time under pressure  
6.15. Breathing mixture used  
6.16. Work description, equipment and tools used  
6.17. Notes regarding any decompression incident or other illness or injury  
6.18. Name of lock attendant  
6.19. Signature of lock attendant  
6.20. Name of hyperbaric operations supervisor  
6.21. Signature of hyperbaric operations supervisor  
6.22. Company stamp  
6.23. Notes/ remarks  
6.24. Page x of xx

### 7. Record of medical illness or Injury

7.1. Date  
7.2. Decompression illness or other occupational illness or injury  
7.3. Treatment provided
7.4. Hyperbaric operations supervisor's name
7.5. Hyperbaric operations supervisor's signature
7.6. Company name

8.0 Cumulative Diving Experience

8.1. Number of dives
8.2. Cumulative compressed air work bottom time
8.3. Cumulative compressed air work total time under pressure

ANNEXURE A
MINIMUM DETAIL REQUIRED PERSONNEL LOGBOOKS
PART 10 – AIRLOCK OPERATOR LOGBOOK

1. Personal Details
   1.1 Photograph of lock attendant
   1.2 Full name
   1.3 Address
   1.4 Date of birth
   1.5 Signature
   1.6 Contact telephone number
   1.7 Email address
   1.8 Changes in address and contact details
   1.9 Next of kin name
   1.10 Next of kin contact details

2. Medical Certificates and Notes
   2.11. Full name of lock attendant
   2.12. Passport and/ or identity number of lock attendant
   2.13. Date of medical examination
   2.14. Result of medical examination
   2.15. Medical restriction regarding work (if applicable)
   2.16. Date of commencement
   2.17. Date of expiry
   2.18. Space for designated medical practitioner practice stamp, which must indicate:
       2.18.1. Initials and surname of designated medical practitioner
       2.18.2. Address and contact numbers of the designated medical practitioner
       2.18.3. HPCSA registration number of designated medical practitioner
       2.18.4. Designation number of medical practitioner
   2.19. Date on which the medical practitioner designation will lapse
   2.20. Signature of designated medical practitioner

3. Qualifications and Certificates
   3.1 Date
   3.2 Qualification/ certificate
   3.3 Subject
   3.4 Awarding body/ organisation
   3.5 Course certification reference (if applicable)

4. Training Record
   4.1 Date
   4.2 Training received
   4.3 Training body/ organisation
   4.4 Location
   4.5 Training organization stamp

5. Competence Assessment Record
   5.1 Date
   5.2 Competence code
   5.3 Comments
   5.4 Assessor’s name
   5.5 Assessor’s company and position
   5.6 Assessor’s signature/ stamp

6. Record of Dive
   6.1 Date
   6.2 Signature of lock attendant
   6.3 Name of diving contractor
   6.4 Address of diving contractor
   6.5 Worksite location
   6.6 Purpose of the dive
   6.7 Number of compressed air workers
   6.8 Maximum depth of dive
   6.9 Bottom time
   6.10 Total pressure time
   6.11 Accumulated bottom time
   6.12 Decompression schedules used
   6.13 Name of hyperbaric operations supervisor
   6.14 Signature of hyperbaric operations supervisor
   6.15 Company stamp
   6.16 Notes/ remarks

7. Incidents and remarks
   7.1 Incidents and remarks
   7.2 Diving contractor’s stamp
<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>7.3</td>
<td>Diving contractor's representative's signature</td>
</tr>
<tr>
<td>7.4</td>
<td>Diving contractor's representative's title and name</td>
</tr>
<tr>
<td>8.</td>
<td>Cumulative Lock Attendant Experience</td>
</tr>
<tr>
<td>8.1</td>
<td>Number of dives</td>
</tr>
<tr>
<td>8.2</td>
<td>Cumulative compressed air work bottom time attended</td>
</tr>
<tr>
<td>8.3</td>
<td>Cumulative compressed air work total time under pressure attended</td>
</tr>
</tbody>
</table>
## ANNEXURE B
### DIVING OPERATIONS RECORD
### MINIMUM DETAIL REQUIRED

#### PART 1 - OFFSHORE DIVING OPERATIONS

<table>
<thead>
<tr>
<th>1.</th>
<th>Date of dive</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Name of diving contractor</td>
</tr>
<tr>
<td>3.</td>
<td>Address of diving contractor</td>
</tr>
<tr>
<td>4.</td>
<td>Dive location</td>
</tr>
<tr>
<td>5.</td>
<td>Vessel / installation</td>
</tr>
<tr>
<td>6.</td>
<td>Project reference</td>
</tr>
<tr>
<td>7.</td>
<td>Type of dive (bounce/ saturation)</td>
</tr>
<tr>
<td>8.</td>
<td>Name of diving supervisor</td>
</tr>
<tr>
<td>9.</td>
<td>Name of life support supervisor</td>
</tr>
<tr>
<td>10.</td>
<td>Names of system’s technicians</td>
</tr>
<tr>
<td>11.</td>
<td>Dive number</td>
</tr>
<tr>
<td>12.</td>
<td>Name of diver(s), standby diver(s)</td>
</tr>
<tr>
<td>13.</td>
<td>Maximum depth of dive/ excursion(s)</td>
</tr>
<tr>
<td>14.</td>
<td>Time left surface or started pressurisation</td>
</tr>
<tr>
<td>15.</td>
<td>Storage depth (if applicable)</td>
</tr>
<tr>
<td>16.</td>
<td>Bottom time / lock-out time</td>
</tr>
<tr>
<td>17.</td>
<td>Time arrived surface</td>
</tr>
<tr>
<td>18.</td>
<td>Decompression completed at</td>
</tr>
<tr>
<td>19.</td>
<td>Time spent in chamber</td>
</tr>
<tr>
<td>20.</td>
<td>Total time under pressure (TTUP)</td>
</tr>
<tr>
<td>21.</td>
<td>Breathing apparatus used</td>
</tr>
<tr>
<td>22.</td>
<td>Breathing mixture used</td>
</tr>
<tr>
<td>23.</td>
<td>Work description</td>
</tr>
<tr>
<td>24.</td>
<td>Name of decompression schedules used</td>
</tr>
<tr>
<td>25.</td>
<td>Notes regarding any decompression illness or other illness or injury</td>
</tr>
<tr>
<td>26.</td>
<td>Name and designation number of designated medical practitioner on standby</td>
</tr>
<tr>
<td>27.</td>
<td>Remarks</td>
</tr>
</tbody>
</table>

#### PART 2 - ROV Operations

<table>
<thead>
<tr>
<th>1.</th>
<th>Date of ROV dive</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Name of ROV contractor</td>
</tr>
<tr>
<td>3.</td>
<td>Address of ROV contractor</td>
</tr>
<tr>
<td>4.</td>
<td>Work location</td>
</tr>
<tr>
<td>5.</td>
<td>Vessel / installation</td>
</tr>
<tr>
<td>6.</td>
<td>Project reference</td>
</tr>
<tr>
<td>7.</td>
<td>Type and class of ROV</td>
</tr>
<tr>
<td>8.</td>
<td>Name of ROV supervisor</td>
</tr>
<tr>
<td>9.</td>
<td>Name of ROV pilot</td>
</tr>
<tr>
<td>10.</td>
<td>Dive number</td>
</tr>
<tr>
<td>11.</td>
<td>Maximum depth of dive</td>
</tr>
<tr>
<td>12.</td>
<td>Time left surface</td>
</tr>
<tr>
<td>13.</td>
<td>Time vehicle back on deck/ surface</td>
</tr>
<tr>
<td>14.</td>
<td>Work description</td>
</tr>
<tr>
<td>15.</td>
<td>Remarks</td>
</tr>
<tr>
<td>16.</td>
<td>Signature of ROV supervisor</td>
</tr>
</tbody>
</table>

#### PART 3 - INSHORE DIVING OPERATIONS

<table>
<thead>
<tr>
<th>1.</th>
<th>Date of dive</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Name of diving contractor</td>
</tr>
<tr>
<td>3.</td>
<td>Address of diving contractor</td>
</tr>
<tr>
<td>4.</td>
<td>Dive location</td>
</tr>
<tr>
<td>5.</td>
<td>Vessel / installation</td>
</tr>
<tr>
<td>6.</td>
<td>Project reference</td>
</tr>
<tr>
<td>7.</td>
<td>Type of dive</td>
</tr>
<tr>
<td>8.</td>
<td>Name of diving supervisor</td>
</tr>
<tr>
<td>9.</td>
<td>Dive number</td>
</tr>
<tr>
<td>10.</td>
<td>Name of diver(s), standby diver(s)</td>
</tr>
<tr>
<td>11.</td>
<td>Maximum depth of dive</td>
</tr>
<tr>
<td>12.</td>
<td>Time left surface or started pressurisation</td>
</tr>
<tr>
<td>13.</td>
<td>Bottom time</td>
</tr>
<tr>
<td>14.</td>
<td>Time arrived surface</td>
</tr>
<tr>
<td>15.</td>
<td>Decompression completed at</td>
</tr>
<tr>
<td>16.</td>
<td>Time spent in chamber</td>
</tr>
<tr>
<td>17.</td>
<td>Total time under pressure</td>
</tr>
<tr>
<td>No.</td>
<td>Item</td>
</tr>
<tr>
<td>-----</td>
<td>----------------------------------------------------------------------</td>
</tr>
<tr>
<td>18.</td>
<td>Breathing apparatus used</td>
</tr>
<tr>
<td>19.</td>
<td>Breathing mixture used</td>
</tr>
<tr>
<td>20.</td>
<td>Work description</td>
</tr>
<tr>
<td>21.</td>
<td>Name of decompression schedules used</td>
</tr>
<tr>
<td>22.</td>
<td>Notes regarding any decompression illness or other illness or injury</td>
</tr>
</tbody>
</table>

**ANNEXURE B**

**DIVING OPERATIONS RECORD**

**PART 4 – SATURATION CHAMBER RECORD**

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of operation</td>
<td>Temperature at appropriate intervals</td>
</tr>
<tr>
<td>2.</td>
<td>Name of diving contractor</td>
<td>Humidity at appropriate intervals</td>
</tr>
<tr>
<td>3.</td>
<td>Address of diving contractor</td>
<td>Partial pressure of oxygen at appropriate intervals</td>
</tr>
<tr>
<td>4.</td>
<td>Name of client</td>
<td>Carbon dioxide contents at appropriate intervals</td>
</tr>
<tr>
<td>5.</td>
<td>Dive location</td>
<td>Oxygen metabolic make-up recorded times</td>
</tr>
<tr>
<td>6.</td>
<td>Storage depth</td>
<td>Calibration of analysers</td>
</tr>
<tr>
<td>7.</td>
<td>Dive (saturation) number</td>
<td>Toilet and shower flushes and activity</td>
</tr>
<tr>
<td>8.</td>
<td>Blowdown started</td>
<td>Sodasorb/sodalime recorded change-outs</td>
</tr>
<tr>
<td>9.</td>
<td>Project reference</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Log number</td>
<td></td>
</tr>
<tr>
<td>11.</td>
<td>Name of diving superintendent</td>
<td></td>
</tr>
<tr>
<td>12.</td>
<td>Name (s) of diving supervisor(s)</td>
<td></td>
</tr>
<tr>
<td>13.</td>
<td>Name(s) of life support supervisor(s)</td>
<td></td>
</tr>
<tr>
<td>14.</td>
<td>Name(s) of life support technician(s)</td>
<td></td>
</tr>
<tr>
<td>15.</td>
<td>Name(s) of system’s technician(s)</td>
<td></td>
</tr>
<tr>
<td>16.</td>
<td>Names of divers</td>
<td></td>
</tr>
<tr>
<td>17.</td>
<td>Gas storage pressure (start)</td>
<td></td>
</tr>
<tr>
<td>18.</td>
<td>Gas storage pressure (end)</td>
<td></td>
</tr>
<tr>
<td>19.</td>
<td>Details of pre-dive medical on-site checks</td>
<td></td>
</tr>
<tr>
<td>20.</td>
<td>Name of diver/s on bell-run</td>
<td></td>
</tr>
<tr>
<td>21.</td>
<td>Maximum depth of dive/ excursion(s)</td>
<td></td>
</tr>
<tr>
<td>22.</td>
<td>Time left surface of started pressurisation</td>
<td></td>
</tr>
<tr>
<td>23.</td>
<td>Storage depth for various chambers and names of people in the various chambers</td>
<td></td>
</tr>
<tr>
<td>24.</td>
<td>Transfer under pressure (TUP) lock-off time and lock-on time(s)</td>
<td></td>
</tr>
<tr>
<td>25.</td>
<td>Medical lock runs and items locked in and out</td>
<td></td>
</tr>
</tbody>
</table>

**ANNEXURE B**

**DIVING OPERATIONS RECORD**

**PART 5 – COMPRESSED AIR WORK**

<table>
<thead>
<tr>
<th>No.</th>
<th>Item</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Dive number</td>
<td>Address of diving contractor</td>
</tr>
<tr>
<td>2.</td>
<td>Date of dive</td>
<td>Worksite location</td>
</tr>
<tr>
<td>3.</td>
<td>Name of diving contractor</td>
<td>Project r</td>
</tr>
</tbody>
</table>

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### ANNEXURE B

**DIVING OPERATIONS RECORD**

**MINIMUM DETAIL REQUIRED**

**PART 6 – TRAINING OPERATIONS**

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Course details:</td>
</tr>
<tr>
<td>a.</td>
<td>Course number</td>
</tr>
<tr>
<td>b.</td>
<td>Course start date</td>
</tr>
<tr>
<td>c.</td>
<td>Course end date</td>
</tr>
<tr>
<td>d.</td>
<td>Students</td>
</tr>
<tr>
<td>i.</td>
<td>Full names</td>
</tr>
<tr>
<td>ii.</td>
<td>ID/ Passport number</td>
</tr>
<tr>
<td>iii.</td>
<td>Gender</td>
</tr>
<tr>
<td>iv.</td>
<td>Age</td>
</tr>
<tr>
<td>e.</td>
<td>Course instructor(s)</td>
</tr>
<tr>
<td>2.</td>
<td>Details for each student:</td>
</tr>
<tr>
<td>a.</td>
<td>Copy of medical certificate</td>
</tr>
<tr>
<td>b.</td>
<td>Details of all dives undertaken (for each diver)</td>
</tr>
<tr>
<td>i.</td>
<td>Class of training</td>
</tr>
<tr>
<td>ii.</td>
<td>Name of diving supervisor</td>
</tr>
<tr>
<td>iii.</td>
<td>Name of diving instructor</td>
</tr>
<tr>
<td>iv.</td>
<td>Name of diver, standby diver</td>
</tr>
<tr>
<td>v.</td>
<td>Name of buddy/ installation</td>
</tr>
<tr>
<td>vi.</td>
<td>Date of dive</td>
</tr>
<tr>
<td>vii.</td>
<td>Dive number</td>
</tr>
<tr>
<td>viii.</td>
<td>Dive location/ vessel/ installation</td>
</tr>
<tr>
<td>ix.</td>
<td>Diving apparatus used</td>
</tr>
<tr>
<td>x.</td>
<td>Breathing mixture used</td>
</tr>
<tr>
<td>xi.</td>
<td>Time left surface</td>
</tr>
<tr>
<td>xii.</td>
<td>Maximum depth of dive</td>
</tr>
<tr>
<td>xiii.</td>
<td>Training task</td>
</tr>
<tr>
<td>xiv.</td>
<td>Time left bottom</td>
</tr>
<tr>
<td>xv.</td>
<td>Log of decompression stops (times and depths)</td>
</tr>
<tr>
<td>xvi.</td>
<td>Time arrived surface</td>
</tr>
<tr>
<td>xvii.</td>
<td>Name of decompression schedules used</td>
</tr>
<tr>
<td>xviii.</td>
<td>Notes regarding any decompression illness or other illness or injury</td>
</tr>
<tr>
<td>xix.</td>
<td>Name and designation number of designated medical practitioner on standby</td>
</tr>
<tr>
<td>xx.</td>
<td>Remarks</td>
</tr>
<tr>
<td>xxi.</td>
<td>Signature of instructor</td>
</tr>
<tr>
<td>c.</td>
<td>Practical competency and assessment records</td>
</tr>
<tr>
<td>d.</td>
<td>Theoretical competency and assessments</td>
</tr>
<tr>
<td>e.</td>
<td>Final examination results</td>
</tr>
<tr>
<td>f.</td>
<td>DOL registration and certification</td>
</tr>
</tbody>
</table>
### ANNEXURE B
DIVING OPERATIONS RECORD
MINIMUM DETAIL REQUIRED
PART 7 – SATURATION BELL OPERATIONS

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of dive</td>
</tr>
<tr>
<td>2.</td>
<td>Name of diving contractor</td>
</tr>
<tr>
<td>3.</td>
<td>Address of diving contractor</td>
</tr>
<tr>
<td>4.</td>
<td>Name of client</td>
</tr>
<tr>
<td>5.</td>
<td>Dive log number</td>
</tr>
<tr>
<td>6.</td>
<td>Dive location</td>
</tr>
<tr>
<td>7.</td>
<td>Vessel / installation</td>
</tr>
<tr>
<td>8.</td>
<td>Project reference</td>
</tr>
<tr>
<td>9.</td>
<td>Type of dive (bounce/ saturation)</td>
</tr>
<tr>
<td>10.</td>
<td>Name of diving superintendent</td>
</tr>
<tr>
<td>11.</td>
<td>Name of diving supervisor</td>
</tr>
<tr>
<td>12.</td>
<td>Name of bellman</td>
</tr>
<tr>
<td>13.</td>
<td>Name(s) of diver(s)</td>
</tr>
<tr>
<td>14.</td>
<td>Equipment</td>
</tr>
<tr>
<td>15.</td>
<td>Standby equipment</td>
</tr>
<tr>
<td>16.</td>
<td>Winch operator</td>
</tr>
<tr>
<td>17.</td>
<td>Bell locked off</td>
</tr>
<tr>
<td>18.</td>
<td>Bell on bottom</td>
</tr>
<tr>
<td>19.</td>
<td>Bell left bottom</td>
</tr>
<tr>
<td>20.</td>
<td>Bell locked on</td>
</tr>
<tr>
<td>21.</td>
<td>Maximum depth of dive/ excursion(s)</td>
</tr>
<tr>
<td>22.</td>
<td>Total dive time</td>
</tr>
<tr>
<td>23.</td>
<td>Sea state</td>
</tr>
<tr>
<td>24.</td>
<td>Visibility</td>
</tr>
<tr>
<td>25.</td>
<td>Lock-out times of each diver</td>
</tr>
<tr>
<td>26.</td>
<td>Lock-in times of each diver</td>
</tr>
<tr>
<td>27.</td>
<td>Breathing mixture used</td>
</tr>
<tr>
<td>28.</td>
<td>Onboard gas pressures and percentage oxygen: bell, bellman, divers</td>
</tr>
<tr>
<td>29.</td>
<td>Bailout bottles: pressures and percentage oxygen: bellman, diver(s)</td>
</tr>
<tr>
<td>30.</td>
<td>Work description</td>
</tr>
<tr>
<td>31.</td>
<td>Notes regarding any decompression illness or other illness or injury</td>
</tr>
<tr>
<td>32.</td>
<td>Name and designation number of designated medical practitioner on standby</td>
</tr>
<tr>
<td>33.</td>
<td>Signature of supervisor</td>
</tr>
<tr>
<td>34.</td>
<td>Signature of diving superintendent</td>
</tr>
<tr>
<td>35.</td>
<td>Remarks</td>
</tr>
</tbody>
</table>

### ANNEXURE B
DIVING OPERATIONS RECORD
MINIMUM DETAIL REQUIRED
PART 8 – AIR CHAMBER RECORD

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Date of chamber dive</td>
</tr>
<tr>
<td>2.</td>
<td>Name of diving contractor</td>
</tr>
<tr>
<td>3.</td>
<td>Address of diving contractor</td>
</tr>
<tr>
<td>4.</td>
<td>Chamber location</td>
</tr>
<tr>
<td>5.</td>
<td>Name of diving supervisor</td>
</tr>
<tr>
<td>6.</td>
<td>Name of chamber operator</td>
</tr>
<tr>
<td>7.</td>
<td>Name(s) of diver(s)</td>
</tr>
<tr>
<td>8.</td>
<td>Dive number</td>
</tr>
<tr>
<td>9.</td>
<td>Depth of chamber dive</td>
</tr>
<tr>
<td>10.</td>
<td>Primary gas source pressure (start)</td>
</tr>
<tr>
<td>11.</td>
<td>Secondary gas source pressure (start)</td>
</tr>
<tr>
<td>12.</td>
<td>Blowdown started</td>
</tr>
<tr>
<td>13.</td>
<td>Time arrived at bottom</td>
</tr>
<tr>
<td>14.</td>
<td>Medical lock runs and items locked in and out</td>
</tr>
<tr>
<td>15.</td>
<td>Entry lock runs and items/ persons locked in and out</td>
</tr>
<tr>
<td>16.</td>
<td>Time decompression started</td>
</tr>
<tr>
<td>17.</td>
<td>Decompression completed at</td>
</tr>
<tr>
<td>18.</td>
<td>Total time spent in chamber</td>
</tr>
<tr>
<td>19.</td>
<td>Built-in breathing system's breathing mixture</td>
</tr>
<tr>
<td>20.</td>
<td>Name of decompression schedules used</td>
</tr>
<tr>
<td>21.</td>
<td>Notes regarding any decompression illness or other illness or injury</td>
</tr>
<tr>
<td>22.</td>
<td>Name and designation number of designated medical practitioner on standby</td>
</tr>
<tr>
<td>23.</td>
<td>Remarks</td>
</tr>
<tr>
<td>24.</td>
<td>Primary gas source pressure (end)</td>
</tr>
<tr>
<td>25.</td>
<td>Secondary gas source pressure (end)</td>
</tr>
<tr>
<td>26.</td>
<td>Signature of chamber operator</td>
</tr>
<tr>
<td>27.</td>
<td>Signature of diving supervisor</td>
</tr>
</tbody>
</table>
## ANNEXURE C
### MINIMUM MANNING LEVELS
#### PART 1 – Diving (excluding Class V and VI) and ROV Operations

<table>
<thead>
<tr>
<th>Depth Range</th>
<th>SCUBA AIR (Excluding Class V &amp; Class VI)</th>
<th>SCUBA NITROX</th>
<th>SURFACE SUPPLIED AIR/ NITROX</th>
<th>SURFACE SUPPLIED MIXED GAS</th>
<th>SATURATION DIVING</th>
<th>ROV</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-15m</td>
<td>1 x Dive Supervisor 1 x Diver 1 x Standby Diver 1 x Line Attendant 1 x DMP (on call)</td>
<td>1 x Dive Supervisor 1 x Diver 1 x Standby Diver 1 x Line Attendant 1 x DMP (on call)</td>
<td>1 x Dive Supervisor 1 x Diver 1 x Standby Diver 1 x Line Attendant 1 x DMP (on call)</td>
<td>1 x Dive Supervisor 1 x System's Tech 1 x Diver 1 x Standby Diver 1 x Line Attendant 1 x DMP (on call)</td>
<td>12 HOUR OPS</td>
<td>12 HOUR OPS 1 x ROV Supervisor 2 x Pilot</td>
</tr>
<tr>
<td>15-30m</td>
<td>1 x Dive Supervisor 1 x Diver 1 x Standby Diver 1 x Line Attendant 1 x DMP (on call)</td>
<td>1 x Dive Supervisor 1 x Diver 1 x Standby Diver 1 x Line Attendant 1 x DMP (on call)</td>
<td>1 x Dive Supervisor 1 x System's Tech 1 x Diver 1 x Standby Diver 1 x Line Attendant 1 x DMP (on call)</td>
<td>1 x Dive Supervisor 1 x System's Tech 1 x Diver 1 x Standby Diver 1 x Line Attendant 1 x DMP (on call)</td>
<td>24 HOUR OPS</td>
<td>24 HOUR OPS 1 x Supt/OCM 2 x ROV Supervisors 4 x Pilot</td>
</tr>
<tr>
<td>30-50m</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
<td></td>
</tr>
<tr>
<td>50-75m</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
<td></td>
</tr>
<tr>
<td>75-300m</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
<td></td>
</tr>
</tbody>
</table>

DMP = Designated Medical Practitioner [level 2 (air) for class IV, III and II (air) diving; level 2 (MG) for class II (MG) and class I diving]
LST = Life support technician
MG = mixed gas
OCM = Offshore Contract Manager
## ANNEXURE C
MINIMUM MANNING LEVELS
PART 2 – Class VI and V diving operations

<table>
<thead>
<tr>
<th>MAXIMUM DEPTH OF DIVE</th>
<th>CLASS VI DIVING</th>
<th>CLASS V DIVING</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-8m</td>
<td>2x divers</td>
<td>1x supervisor</td>
</tr>
<tr>
<td></td>
<td>1x supervisor</td>
<td>1x diver</td>
</tr>
<tr>
<td></td>
<td>1x DMP-2air (on call)</td>
<td>1x standby diver</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1x DMP-2air (on call)</td>
</tr>
<tr>
<td>8-20m</td>
<td>NO DIVING ALLOWED</td>
<td></td>
</tr>
<tr>
<td>20-40m</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
</tr>
<tr>
<td>&gt; 40m</td>
<td>NO DIVING ALLOWED</td>
<td>NO DIVING ALLOWED</td>
</tr>
</tbody>
</table>

DMP-2air = Designated Medical Practitioner: level 2 (air)
## ANNEXURE D
### NOTIFICATION OF A DIVING OPERATION

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of diving contractor</td>
</tr>
<tr>
<td>2.</td>
<td>Postal address of diving contractor</td>
</tr>
<tr>
<td>3.</td>
<td>Diving contractor's contact person</td>
</tr>
<tr>
<td>4.</td>
<td>Tel no of diving contractor's contact person</td>
</tr>
<tr>
<td>5.</td>
<td>Diving contractor's compensation registration number</td>
</tr>
<tr>
<td>6.</td>
<td>Name of client</td>
</tr>
<tr>
<td>7.</td>
<td>Postal address of client</td>
</tr>
<tr>
<td>8.</td>
<td>Client's contact person</td>
</tr>
<tr>
<td>9.</td>
<td>Tel no of client's contact person</td>
</tr>
<tr>
<td>10.</td>
<td>Name of diving contractor's supervisor on site (appointed in terms of Regulation 9(2))</td>
</tr>
<tr>
<td>11.</td>
<td>Tel no of diving contractor's supervisor</td>
</tr>
<tr>
<td>12.</td>
<td>Exact physical address of diving site</td>
</tr>
<tr>
<td>13.</td>
<td>Nature of the diving work</td>
</tr>
<tr>
<td>14.</td>
<td>Expected commencement date</td>
</tr>
<tr>
<td>15.</td>
<td>Expected completion date</td>
</tr>
<tr>
<td>16.</td>
<td>Estimated maximum number of persons involved in the diving project</td>
</tr>
<tr>
<td>17.</td>
<td>Signatures</td>
</tr>
</tbody>
</table>

**OR**

- Diving Contractor
- Principle contractor/client/school

*Date*
NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier’s performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices
General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the
"Force majeure" means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

“GCC” means the General Conditions of Contract.

“Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

“Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

“Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

“Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

“Order” means an official written order issued for the supply of goods or works or the rendering of a service.

“Project site,” where applicable, means the place indicated in bidding documents.

“Purchaser” means the organization purchasing the goods.

“Republic” means the Republic of South Africa.

“SCC” means the Special Conditions of Contract.

“Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such
obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier’s failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser’s country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier’s or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier’s performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or
analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
performance or supervision or maintenance and/or repair of
the supplied goods, for a period of time agreed by the parties,
provided that this service shall not relieve the supplier of any
warranty obligations under this contract; and

training of the purchaser’s personnel, at the supplier’s plant
and/or on-site, in assembly, start-up, operation,
maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in
the contract price for the goods, shall be agreed upon in advance by the
parties and shall not exceed the prevailing rates charged to other
parties by the supplier for similar services.

14. **Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all
of the following materials, notifications, and information pertaining to
spare parts manufactured or distributed by the supplier:

(a) such spare parts as the purchaser may elect to purchase from the
supplier, provided that this election shall not relieve the supplier
of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:
   (i) Advance notification to the purchaser of the pending
   termination, in sufficient time to permit the purchaser to
   procure needed requirements; and
   (ii) following such termination, furnishing at no cost to the
   purchaser, the blueprints, drawings, and specifications of the
   spare parts, if requested.

15. **Warranty**

15.1 The supplier warrants that the goods supplied under the contract are
new, unused, of the most recent or current models, and that they
incorporate all recent improvements in design and materials unless
provided otherwise in the contract. The supplier further warrants that
all goods supplied under this contract shall have no defect, arising from
design, materials, or workmanship (except when the design and/or
material is required by the purchaser’s specifications) or from any act
or omission of the supplier, that may develop under normal use of the
supplied goods in the conditions prevailing in the country of final
destination.

15.2 This warranty shall remain valid for twelve (12) months after the
goods, or any portion thereof as the case may be, have been delivered
to and accepted at the final destination indicated in the contract, or for
eighteen (18) months after the date of shipment from the port or place
of loading in the source country, whichever period concludes earlier,
unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any
claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period
specified in SCC and with all reasonable speed, repair or replace the
defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s)
within the period specified in SCC, the purchaser may proceed to take
such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier’s performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the
supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any
person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which
may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language
29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law
30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices
31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties
32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme
33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices
34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)
The Director General

I/we hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that no additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post.

Please ensure information is validate as per required bank screens.

I/we understand that bank details provided should be exactly as per record held by the banks.

I/we understand that the Department will not held liable for any delayed payments as a result of incorrect information supplied.

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**Company / Personal Details**

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**Address Detail**

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**New Detail**

- [ ] New Supplier information
- [ ] Update Supplier information

**Supplier Type:**

- [ ] Individual
- [ ] Department
- [ ] Partnership
- [ ] Company
- [ ] Trust
- [ ] Other (Specify)
- [ ] CC

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### Supplier Account Details (To be Verified by the bank, please attach bank letter or 3 months bank statement)

(Please note that this account MUST be in the name of the supplier. No 3rd party payments allowed).

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#### Bank screen info
- **ABSA-CIF screen**
- **FNB-Hogans system on the CIS4/CUPR**
- **STD Bank-Look-up-screen**
- **Nedbank- Banking Platform under the Client Details Tab**

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*CC Registration
*Please include CC/CK where applicable

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**Contact Person:**

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### Print Name

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**NB: All relevant fields must be completed**