



cogta

Department:
Cooperative Governance and Traditional Affairs
PROVINCE OF KWAZULU-NATAL

CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS (COGTA)

13th Floor, 330 Langalibalele Street, Lift Area North Tower, Pietermaritzburg

TENDER DOCUMENT FOR:

**APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF NEW
IMIZI YEZIZWE FOR INKOSI KHUMALO IN THE ILEMBE DISTRICT,
NDWEDWE LOCAL MUNICIPALITY WITHIN KWAZULU-NATAL**

REFERENCE NO.	DQP 56/2023LG
CLOSING DATE AND TIME	02 AUGUST 2023 @ 11H00
CONTACT DETAILS	
THE SERVICE PROVIDER (NAME)	

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1 SUMMARY FOR TENDER OPENING PURPOSES

[To facilitate the reading out of tender parameters at the opening of tenders, the Tenderer shall complete this form and submit it with his/her tender. This form does not replace the Form of Offer, C1.1, which must be completed]

Name of tenderer submitting the tender: _____

Tender amount (as stated in the Form of Offer, including VAT):
R_____

Time for Completion offered, (Contract Period in months):

(Tendered alternative contract period to that stated in the Contract Data Section inclusive of public holidays, builders breaks, etc.)

Details of contact person:

Name (Print): _____

Telephone No: _____

Fax No: _____

Cell Phone: _____

E-mail Address: _____

Is Form of Offer signed by Tenderer and Witnesses? _____ (Yes/No)

SIGNATURE:
(person authorized to sign the tender)

Note: In the event of conflict between the data provided in this summary and that given in the Form of Offer, C1.1, the latter shall prevail.



PART T1: TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF NEW IMIZI YEZIZWE FOR INKOSI KHUMALO IN THE ILEMBE DISTRICT, NDWEDWE LOCAL MUNICIPALITY WITHIN KWAZULU-NATAL

Contracts will be based on the JBCC Principal Building Agreement (JBCC Series 2000 Edition 5.0 Code 2101, July 2007).

Closing Date of Tender:

02 AUGUST 2023

Closing Time: **11H00**

Closing Venue:

Cogta SCM

13th Floor, North Tower

Natalia Building

330 Langalibalele Street,

Pietermaritzburg

PROJECT NAME	DISTRICT/LOCAL	CIDB GRADING	TYPE
INKosi Sibongiseni Khumalo	Ilembe/Ndwedwe	2GB	NEW WORKS

Tenderers are to familiarize themselves with the site based on the co-ordinates provided in the document therein.

All technical enquires shall be directed to Mr. Nathan Sissel, Principal Agent (Email: nathan@ukuza.co.za ; Tel: 031-265 0444), during office hours only (between 8.00 to 16.30 hours on working days).

All bid document related enquiries shall be directed to Ms. Lindiwe Madlala , COGTA Supply Chain Management (Email: lindiwe.madlala@kzncogta.gov.za; Tel: [0332608194](tel:0332608194)) during office hours only (between 8.00 to 16.30 hours on working days).

All Imizi Yezizwe programme related enquiries must be communicated to Mr. Kevin Govender. (Email: kevin.govender@kzncogta.gov.za ; Tel: 033-355 6142), during office hours only (between 8.00 to 16.30 hours on working days).

Tenders must familiarize themselves with site conditions with the project they intend tendering for. Due to the site being a greenfield site, no compulsory briefing will be held.

The requirement of submission is detailed in the Submission Data. Those tenderers only who satisfy the eligibility criteria as set out in tender document (Ref.T1.12 tender data and evaluation) are to submit their tenders.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

Tenders may only submit on the tender documentation that is issued.

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

T1.2 TENDER DATA & EVALUATION CRITERIA

The conditions of tender are the Standard Conditions of Tender in terms of the CIDB Standard for Uniformity in Construction Procurement (May 2010) Board Notice 86 of 2010. (http://www.cidb.org.za/Documents/KC/cidb_Publications/Stand_Codes_Other/Stand_codes_gg33239_28May2010.pdf)

The Tender Data below provides clarity, amends or adds to the standard conditions of tender. Each item of the data given below is cross-referenced to the clause in the standard conditions of tender to which it mainly applies.

CLAUSE NUMBER	TENDER DATA & EVALUATION CRITERIA
	F.1.1 Actions
F.1.1	The Employer is the Department of Cooperative Governance and Traditional Affairs- KZN
	F.1.2 Tender Documents
F.1.2	The Tender Documents issued by the Employer comprise the documents as listed on the Content Page. In Addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations, standards and conditions of contract included, by reference, in this procurement document. 1. The CIDB Standard for Uniformity in Construction Procurement (May 2010 Edition) 2. JBCC (Joint Building Contracts Committee) Principal Building Agreement Series 2000 – Edition 5.0 Code 2101, July 2007 3. Other documents as referenced in this document
	F.1.4 Communication and Employer's agent
F.1.4	See T1.1 Notice to Tenderers.
	F.1.5 Employer's Rights
F.1.5	The Employer reserves the right not to appoint the lowest submitted price. The Employer reserves the right to award parts of the tender to different Tenderers, to make no award at all and to withdraw or cancel the tender at its discretion
	F.2.1 Eligibility
	The Employer will only contract with those Tenderers who satisfy the following criteria: 1. Tax Clearance Certificate Requirements a. It is a condition of the bid that the taxes of the successful Tenderer must be in order. 2. The Tenderer or any of its directors/shareholders should not be listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

T1.2 TENDER DATA & EVALUATION CRITERIA (CONTINUED)

CLAUSE NUMBER	TENDER DATA & EVALUATION CRITERIA (CONTINUED)
	F.2.1 Eligibility (Continued)
F.2.1	3. The Tenderer has not: i. abused the Employer's Supply Chain Management System; or ii. failed to perform on any previous contract and has been given a written notice to this effect; 4. The Tenderer has completed and signed the Bidder's Disclosure and there are no conflicts of interest which may impact on the Tenderer's ability to perform the contract in the best interests of the Employer or potentially compromise the tender process. 5. Submission of the Certificate of Attendance at the Compulsory Briefing Session (if applicable) 6. CIDB Certificate confirming Grading of 2GB 7. The Tender is registered and in good standing with the National Home Builders Registration Council (NHBRC) 8. The Tenderer has fully complied with this request for BID and furnished all the information and documents required listed in the tender returnable schedule.
	F.2.6 Acknowledge Addenda
F.2.6	Tenderers are to acknowledge receipt of any addenda in the method stated on the addenda.
	F.2.7 Clarification Meeting
F.2.7	There will be no clarification meeting.
	F.2.11 Alterations to Documents
F.2.11	Tenderers shall not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer.

T1.2 TENDER DATA & EVALUATION CRITERIA (CONTINUED)

CLAUSE NUMBER	TENDER DATA & EVALUATION CRITERIA (CONTINUED)												
	F.2.12 Alternative Tender Offers												
F.2.12	No alternative tender offers shall be considered.												
	F.2.13 Submitting a Tender Offer												
	COMMON LAW OR BY-LAW REQUIREMENTS No liability for not specifically mentioning any normal contractual, Common Law or by-law requirements will be accepted by the Employer. The Tenderer warrants that it has familiarized itself with all of the applicable law and will comply therewith for the purposes of the tender and any agreement which may result therefrom.												
F.2.13.1	The Employer's details and address for delivery of tender offers are stated in T1.1 Tender Notice and Invitation to Tender.												
F.2.13.2	A two-envelope system is not applicable												
F.2.13.3	Identification details The identification details which must be stated in the tender offer outerpackage are: <table border="1"> <tr> <td>TENDER NUMBER:</td><td>Bid No. DQP 56/2023LG</td></tr> <tr> <td>TITLE OF RFB:</td><td>APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF NEW IMIZI YEZIZWE FOR INKOSI KHUMALO IN THE ILEMBE DISTRICT, NDWEDWE LOCAL MUNICIPALITY WITHITH KWAZULU-NATAL</td></tr> <tr> <td>CLOSING DATE :</td><td>02 AUGUST 2023</td></tr> <tr> <td>CLOSING TIME :</td><td>11:00AM</td></tr> <tr> <td>TENDERER'S NAME :</td><td></td></tr> <tr> <td>TENDERER'S ADDRESS :</td><td></td></tr> </table>	TENDER NUMBER:	Bid No. DQP 56/2023LG	TITLE OF RFB:	APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF NEW IMIZI YEZIZWE FOR INKOSI KHUMALO IN THE ILEMBE DISTRICT, NDWEDWE LOCAL MUNICIPALITY WITHITH KWAZULU-NATAL	CLOSING DATE :	02 AUGUST 2023	CLOSING TIME :	11:00AM	TENDERER'S NAME :		TENDERER'S ADDRESS :	
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CLOSING DATE :	02 AUGUST 2023												
CLOSING TIME :	11:00AM												
TENDERER'S NAME :													
TENDERER'S ADDRESS :													
	F.2.15 Closing Time												
F.2.15	The closing time for submission of tender offers is as stated in T1.1 Tender Notice and tender invite.												

T1.2 TENDER DATA & EVALUATION CRITERIA (CONTINUED)

CLAUSE NUMBER	TENDER DATA & EVALUATION CRITERIA (CONTINUED)
	F.2.16 Tender Offer Validity
F.2.16.1	The tender offer validity period is 90 days from the closing date.
	F.2.23 Certificates
F.2.23	The Tenderer is required to submit with his tender: 1) A copy of the unique pin issued by the South African Revenue Services must be submitted Copies of the following: 2) CIDB Grading Certificate (Certified Copy) 3) NHBRC (National Home Builders Registration Council) Registration Certificate (Certified Copy) 4) Company Registration Certificate (Certified Copy) 5) Proof of good standing in terms of the COID Act – T2.11 (Certified Copy) 6) Confirmation of Registration on National Treasury CENTRAL SUPPLIERS DATABASE Note: All documentation that requires to be certified must by Originally Certified, within 3 months.
	F.3.4 Opening of Tender Submissions
F.3.4	Tenders shall be opened immediately after the closing time for tenders as stipulated in T1.1 Tender Notice and Invitation to Tender. The venue of the Tender opening shall be at the COGTA SCM OFFICE
	F3.8 Test for Responsiveness
F.3.8	Submission all documents listed as compulsory in the Returnable Schedule, item T2.1
	F.3.11 Evaluation of Tender Offers
F.3.11	The Employer applies the three stages process of evaluating tenders, namely local content requirements, eligibility, then Price/BBBEE component, using the preferential procurement mechanism of the 80/20 rule ELIGIBILITY • All tenders duly lodged as specified in this document will be examined to determine compliance with tender requirements and conditions. Bids with deviations from the requirements/conditions, will be eliminated from further consideration. • Firstly, the assessment of eligibility will be done in terms of the requirements criteria stated in item T2.1. A tender will be disqualified if it fails to meet the minimum requirements for eligibility. • Thereafter, only the qualifying bids will be evaluated in terms of the 80/20 preference mechanism, where 80 points will be used for price and 20 points are allocable to Broad-Based Black Economic Empowerment, in line with the grading per the BBBEE Act in place at the time of the advertisement.

T1.2 TENDER DATA & EVALUATION CRITERIA (CONTINUED)

CLAUSE NUMBER	TENDER DATA & EVALUATION CRITERIA (CONTINUED)																				
	F.3.11 Evaluation of Tender Offers (Continued)																				
F.3.11	ADJUDICATION USING POINT SYSTEM The Tenderer obtaining the higher number of total points will be awarded the contract. - 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. - Points scored must be rounded off to the nearest 2 decimals places. - 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 BBBEE. - Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots. POINTS AWARDED FOR PRICE THE PREFERENCE POINT 80/20 SYSTEM FORMULA A maximum of 80 points is allocated for price on the following basis: 80/20 $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ Where P_s = Points scored for comparative price of bid under consideration P_t = Comparative price of bid under consideration $P_{\min}$ = Comparative price of lowest acceptable bid POINTS AWARDED FOR BBBEE STATUS LEVEL OF CONTRIBUTION- N/A - In terms with the Preferential Procurement Mechanism, preference points will be awarded to a Tenderer for attaining the B-BBEE status level of contribution in accordance with the table below: <table border="1"> <thead> <tr> <th>B-BBEE Status Level of Contributor</th><th>Number of points (80/20 system)</th></tr> </thead> <tbody> <tr><td>1</td><td>20</td></tr> <tr><td>2</td><td>18</td></tr> <tr><td>3</td><td>14</td></tr> <tr><td>4</td><td>12</td></tr> <tr><td>5</td><td>8</td></tr> <tr><td>6</td><td>6</td></tr> <tr><td>7</td><td>4</td></tr> <tr><td>8</td><td>2</td></tr> <tr><td>Non-compliant contributor</td><td>0</td></tr> </tbody> </table>	B-BBEE Status Level of Contributor	Number of points (80/20 system)	1	20	2	18	3	14	4	12	5	8	6	6	7	4	8	2	Non-compliant contributor	0
B-BBEE Status Level of Contributor	Number of points (80/20 system)																				
1	20																				
2	18																				
3	14																				
4	12																				
5	8																				
6	6																				
7	4																				
8	2																				
Non-compliant contributor	0																				

T1.2 TENDER DATA & EVALUATION CRITERIA (CONTINUED)

CLAUSE NUMBER	TENDER DATA & EVALUATION CRITERIA (CONTINUED)
	F.3.11 Evaluation of Tender Offers (Continued)
	- Tenderers 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 the South African National Accreditation System (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. - Tenderers 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. - 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. - 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. - A Tenderer will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a Tenderer 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 Tenderer qualifies for, unless the intended sub-contractor/s is an EME that has the capability and ability to execute the sub-contract. - The Bid will be adjudicated into two stages, of which the first stage will be eligibility and the second stage the 80/20 preference point system. Each bidder must meet and submit all requirements of the eligibility criteria to be considered for the second stage of evaluation. Bidders must submit B-BBEE certificates/Sworn Affidavits in order to pre-qualify themselves as a B-BBEE level 1 contributor and to claim preference points.
	F.3.17 Provide Copies of the Contracts
F.3.17	The number of paper copies of the signed contract to be provided by the Employer is one and one (1) scanned copy of the original completed and signed tender document in a CD/DVD or FLASH DRIVE

T2.1 LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS

The Tenderer shall complete and submit the following returnable schedules and documents:

Returnable Schedules

Item	Description	Details	Compulsory (Yes / No) Non- Submission will render to Tenderer non- responsive	Compulsory (Yes / No) For Tender Evaluation Purposes	Tenderers Check	COGTA Check
Documents Required for Pre-Qualifying proceed to next Phase of Evaluation						
Documents Required for Eligibility to proceed to next Phase of Evaluation						
T2.4	Bidder Disclosure	Completion of attached form	Yes			
T2.5	CIDB Grading Certificate	The Tenderer shall have a CIDB Grading of 2GB . The Tenderer shall provide an originally certified copy of the certificate valid at the time of closing and at the time of award.	Yes			
T2.6	NHBRC Registration	The Tenderer shall provide an originally certified copy of certificate valid at the time of closing and at the time of award	Yes			
T2.7	Certificate Confirming Registration on the National Supplier Database	In terms of the National Treasury Supply Chain Management Policy Framework, all suppliers of goods and services to the Province of KwaZulu-Natal are required to register on the Central Suppliers Database	Yes			
T2.8	Letter of Good Standing in terms of COIDA Act*	Certified copy of a letter of Good Standing issued by the Department of Labour, in accordance with the Compensation for Occupational Injuries and Diseases Act (COIDA). –must be valid at the time of close of tender and a valid certificate must be produced at the time of award if the certificate expires between close of tender and award.	Yes			
T2.9	SARS Unique Pin	A copy of the unique pin issued by the South African Revenue Services must be submitted	Yes			
T2.10a	Tenderer's Experience	Tenderer to provide a schedule of general and similar experience in Construction Projects, general building, construction of housing, within the last 5 years	Yes			

T2.1 LIST OF ALL RETURNABLE & COMPULSORY DOCUMENTS (CONTINUED)

Item	Description	Details	Compulsory (Yes / No) Non- Submission will render to Tenderer non- responsive	Compulsory (Yes / No) For Tender Evaluation Purposes	Tenderers Check	COGTA Check
Documents Required for Pre-Qualifying proceed to next Phase of Evaluation						
T2.10b	Tenderer's Experience (Award Letters, Reference Letters and Completion Certificates)	Tenderer to submit letters of award, reference letters and completion certificates for at least 3 projects undertaken by the firm, in terms of construction projects, general building, construction of houses, within the last 5 years	Yes			
T2.11	Organogram and Experience of Key Personnel	- Organogram Specific for this Tender - Schedule of Key Personnel and years' experience (Tenderer to have, at minimum, a Contracts Manager/Site Agent, Senior Foreman and a Health and Safety Representative)	Yes			
Documents Relating to the Tendering Entity						
T2.12	Authority for Signatory	Form duly completed and signed	Yes			
T2.13	Company profile and capability statement	Company Profile indicating the companies' capabilities and management structure	Yes			
T2.14	Shareholders / Member / Partner information	Agreement and ID Document of all Member / Shareholder / other as applicable*		No, for information purposes only		
Documents Relating to the Tender Submission						
T2.16	Form of Offer and Acceptance	Completion and Signing of the Form of Offer and Acceptance.	Yes			
T2.17	Pricing Schedule	Completion of the Pricing Schedule and Summary Page.		Yes		
T2.18	Record of Addenda to Tender Documents	Acknowledgement of receipt of addenda		Yes, if applicable		
T2.19	Declaration OF Correctness of Bid	Form duly completed and signed		Yes		

T2.3 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where:

x is the imported content in Rand

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

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

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation.

T2.3 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (CONTINUED)

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Item No	Description	Stipulated minimum threshold %
1	Masonry	100
2	Roof Trusses	100
3	Concrete	100
4	Doors	100
5	Ceilings	100
6	HDPE Pipes and fittings	100
8	Aluminium Windows	100
9	Wire mesh fence	100
10	Steel products and components for construction	100
11	Steel Value-added Products	100
12	Electrical cables used for power transmission	90
13	Valve products and actuators	70
14	Storage tanks / geysers	70

3. Does any portion of the goods or services offered have any imported content? YES / NO

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

T2.3 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (CONTINUED)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID No.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial development/ip.jsp](http://www.thdti.gov.za/industrial%20development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

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

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

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.					
(C2)	Tender description:					
(C3)	Designated product(s)					
(C4)	Tender Authority:					
(C5)	Tendering Entity name:					
(C6)	Tender Exchange Rate:		EU		GBP	
(C7)	Specified local content %					

Note: VAT to be excluded from all

Tender summary											
Calculation of local content											
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
Signature of tenderer from Annex B						(C20) Total tender value		R 0			
				(C22) Total Tender value net of exempt imported content		(C21) Total Exempt imported content		R 0			
								(C23) Total Imported content		R 0	
								(C24) Total local content		R 0	
Date:								(C25) Average local content % of tender			

T2.4 BIDDER'S DISCLOSURE

SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

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

If so, furnish particulars:

.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

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

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

.....
 Signature

.....
 Date

.....
 Position

.....
 Name of bidder

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

T2.5 CIDB GRADING CERTIFICATE

[CIDB Grading certificate from the Construction Industry Development Board to be inserted here]

T2.6b NHBRC CERTIFICATE

[NHBRC certificate from the National Home Builders Registration Council to be inserted here]

T2.7 REGISTRATION ON THE CENTRAL SUPPLIERS DATABASE

1. In terms of the National Treasury Supply Chain Management Policy Framework, all suppliers of goods and services to the Province of KwaZulu-Natal are required to register on the Central Suppliers Database.
2. If you wish to apply for registration, forms may be downloaded from the National Treasury website, <https://secure.csd.gov.za/> (click on “Register”)
1. If a business is registered on the Database and it is found subsequently that false or incorrect information has been supplied, then the Department may, without prejudice to any other legal rights or remedies it may have;
 2.
 - 3.1 de-register the supplier from the Database,
 - 3.2 cancel a bid or a contract awarded to such supplier, and the supplier would become liable for any damages if a less favorable bid is accepted or less favorable arrangements are made.
 4. The same principles as set out in paragraph 3 above are applicable should the supplier fail to request updating of its information on the Suppliers Database, relating to changed particulars or circumstances.

**T2.8 LETTER OF GOOD STANDING IN TERMS OF COID ACT.
(COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT)**

[Letters of good standing to be inserted here]

T2.9 SARS UNIQUE PIN

[A copy of the unique pin issued by the South African Revenue Services to be inserted here]

T2.10a TENDERER'S EXPERIENCE

[A schedule of general and similar experience in construction projects, general building, construction of housing to be inserted here]

EMPLOYER, CONTACT PERSON AND TELEPHONE NUMBER	PROJECT TITLE	DETAILED DESCRIPTION AND DISCIPLINES INVOLVED	SCOPE OF THE APPOINTMENT (INCLUDING WORKS OUTSOURCED)	VALUE OF PROJECT	PROJECT DURATION	DATE UNDERTAKEN
Example: Schedule A: General Experience						
Company Name: XYZ Construction						
Mr AN Other 031 xxx xxxx	Refurbishment of Community Centre	Additions and Alterations, comprising of the following trades: Roof replacement, Ceilings, structural repairs, painting, carpentry & joinery, tiling, electrical, plumbing & drainage etc.	Main Contractor	R5m	18 Months	2011

T2.10b TENDERER'S EXPERIENCE (AWARD LETTERS, REFERENCE LETTERS AND COMPLETION CERTIFICATES)

[Letters of Award, Reference Letters and Completion Certificates for at least 3 projects undertaken by the firm, in terms of construction projects, general building, construction of houses, to be inserted here]

T2.11 ORGANOGRAM AND EXPERIENCE OF KEY PERSONNEL

Along with the Submission of the Organogram Specific to this Tender, Tenderers are required to submit the Key Personnel Schedule as indicated below.

KEY PERSONNEL	NAME	AGE	YEARS OF EXPERIENCE	PERIOD WITH COMPANY	HIGHEST VALUE CONTRACT HANDLED
Contracts Manager / Site Agent					
Senior Foreman					
Health and Safety Representative					

T2.12 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on

.....20_____

Mr/Mrs _____ (whose signature

appears below) has been duly authorized to sign all documents in connection with this Tender on behalf of

(Name of Company) _____

IN HIS/HER CAPACITY AS: _____

SIGNED ON BEHALF OF COMPANY: _____

(PRINT NAME)

SIGNATURE OF SIGNATORY: _____ **DATE:** _____

WITNESSES: _____

T2.12 AUTHORITY FOR SIGNATORY (CONTINUED)

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned _____

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

SIGNATURE

DATE

T2.12 AUTHORITY FOR SIGNATORY (CONTINUED)

C. PARTNERSHIP

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

Full name of Partner	Residential Address	Signature
_____**	_____**	_____
_____**	_____**	_____
_____**	_____**	_____
_____**	_____**	_____

We, the partners in the business trading as _____

hereby authorize _____
to sign this Tender as well as any contract resulting from the Tender and any other documents and correspondence in connection with this Tender and /or contract on behalf of

_____ Signature	_____ Signature	_____ Signature
_____ Date	_____ Date	_____ Date

T2.12 AUTHORITY FOR SIGNATORY (CONTINUED)

D. CLOSE CORPORATION

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on _____ 20_____

at _____

Mr/Ms _____, whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Close Corporation)

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME) _____

IN HIS/HER CAPACITY AS _____ DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES: 1. _____

2. _____

T2.12 AUTHORITY FOR SIGNATORY (CONTINUED)

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting on _____ 20 _____

at _____

Mr/Ms _____, whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Co-Operative)

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME) _____

IN HIS/HER CAPACITY AS _____

DATE: _____

SIGNED ON BEHALF OF CO-OPERATIVE: _____

NAME IN BLOCK LETTERS: _____

WITNESSES: 1. _____

2. _____

T2.12 AUTHORITY FOR SIGNATORY (CONTINUED)

F. JOINT VENTURES

If a Tenderer is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Joint Venture:

By resolution/agreement passed/reached by the joint venture partners on _____20____

Mr/Mrs _____, Mr/Mrs _____

Mr/Mrs _____ and Mr/Mrs _____
(whose signatures appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Joint Venture) _____

In his/her capacity as: _____

Signed _____ on _____ behalf _____ of _____ (COMPANY NAME):

(PRINT NAME)

Signature _____ Date: _____

In his/her capacity as: _____

Signed _____ on _____ behalf _____ of _____ (COMPANY NAME):

(PRINT NAME)

Signature _____ Date: _____

In his/her capacity as: _____

Signed _____ on _____ behalf _____ of _____ (COMPANY NAME):

(PRINT NAME)

Signature _____ Date: _____

In his/her capacity as: _____ Date: _____

Signed on behalf of (COMPANY NAME):

(PRINT NAME)

Signature _____

Date _____

T2.12 AUTHORITY FOR SIGNATORY (CONTINUED)

G. CONSORTIUM

If a Tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the consortium:

By resolution/agreement passed/reached by the consortium partners on _____
20_____

Mr/Mrs _____,

(whose signature appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Consortium) _____

In his/her capacity as: _____

Signature _____ Date: _____

T2.13 COMPANY PROFILE AND CAPABILITY STATEMENT

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Company Profile, Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.12, must be inserted here.

T2.14 SHAREHOLDER / MEMBER / PARTNER INFORMATION

[Agreement and ID Documents of all Member /Shareholder / other as applicable to be inserted here]

DATE: _____

T2.15 SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10	
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	
Where			
Ps	=	Points scored for price of tender under consideration	
Pt	=	Price of tender under consideration	
Pmin	=	Price of lowest acceptable tender	

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10	
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Black Ownership	20	

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM
- ☐ Partnership/Joint Venture / Consortium
 - ☐ One-person business/sole propriety
 - ☐ Close corporation
 - ☐ Public Company
 - ☐ Personal Liability Company
 - ☐ (Pty) Limited

- ☐ Non-Profit Company
☐ State Owned Company
 [TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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



PRICING SCHEDULE

[THE PRICING SCHEDULE (PART C, PART C2.2 BILLS OF QUANTITIES) MUST BE INSERTED HERE]

T2.18 RECORD OF ADDENDA TO TENDER DOCUMENTS

I / We confirm that the following communications amending the Tender documents that I / we received from the Employer or its representative before the closing date for submission of Tenders have been taken into account in this Tender.

A signed copy of each addendum shall be inserted after this page.

ADDENDUM NO.	DATE	TITLE OR DETAILS

NAME:

POSITION:

SIGNATURE: DATE:

(of person authorised to sign on behalf of the tenderer)

T2.19 DECLARATION OF CORRECTNESS OF BID

I, _____ (Full Name) the Authorised Signatory of

_____ (Tenderer) hereby declare that the information furnished in

the tender is entirely true and correct; and the tender is submitted on condition that the

Tenderer; its facilities, etc., shall at any stage be subject to inspection.

NAME:

POSITION:

SIGNATURE: DATE:

(of person authorised to sign on behalf of the tenderer)



THE CONTRACT

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

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

APPOINTMENT OF A CONTRACTOR TO PROVIDE SERVICES FOR THE CONSTRUCTION OF NEW IMIZI YEZIZWE (INKOSI KHUMALO) IN KWAZULU-NATAL

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words) _____

(in figures) R _____

The Tenderer confirms that he has read the Contract referred to in C1.2 Contract Data.

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

Signature(s) _____

Name(s) _____

Capacity _____

For the Tenderer:

(Insert name and address of organization)

Name & Signature of Witness _____

Date _____

B: ACCEPTANCE

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

The terms of the contract are contained in:

- C.1 Agreement, and Contract Data, (which include this Agreement)
- C.2 Pricing Data, including the Bill of Quantities
- C.3 Scope of Work
- C.4 Site Information

And the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

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

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Service Provider) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature: *(of person authorized to sign the acceptance)*

Name: *(of signatory in capitals)* _____

Capacity: *(of Signatory)* _____

Name of Employer: *(organization)*

Address: _____

Telephone number: _____ **Fax number:** _____

AS WITNESS

Signature: _____ **Name:** *(in capitals)* _____

Date: _____

C1.1 FORM OF OFFER AND ACCEPTANCE (CONTINUED)

C: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:** _____
Details: _____
2. **Subject:** _____
Details: _____

3. **Subject:** _____
Details: _____

4. **Subject:** _____
Details: _____

5. **Subject:** _____
Details: _____

6. **Subject:** _____
Details: _____

7. **Subject:** _____
Details: _____

By the duly authorized representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer this process of offer and acceptance.

C: SCHEDULE OF DEVIATIONS

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

FOR THE TENDERER:

Signature: _____
Name: _____
Capacity: _____
Tenderer: *(Name and address of organization)*

Witness:

Signature: _____
Name: _____
Date: _____

FOR THE EMPLOYER

Signature: _____
Name: _____
Capacity: _____

Witness:

Signature: _____
Name: _____
Date: _____

C.1.2 CONTRACT DATA (INCLUDING SPECIAL CONDITIONS OF CONTRACT)

PART 1: C.1.2.1 GENERAL CONDITIONS OF CONTRACT

1. FORM OF CONTRACT

The "JBCC (JOINT BUILDING CONTRACTS COMMITTEE) PRINCIPAL BUILDING AGREEMENT SERIES 2000 – EDITION 5.0 CODE 2101, JULY 2007 shall be applicable to this contract, as well as the Standard COGTA Memorandum of Agreement.

2. PRELIMINARIES

The "ASAQS (ASSOCIATION OF SOUTH AFRICAN QUANTITY SURVEYORS) PRELIMINARIES, NOVEMBER 2007," as amended in the SPECIAL CONDITIONS OF CONTRACT, shall be applicable to this contract.

3. TRADE PREAMBLES

The "Model Preambles for Trades – 2008", as recommended by The Association of South African Quantity Surveyors shall apply to this contract and is obtainable from The Association of South African Quantity Surveyors or Building Industries Federation South Africa (BIFSA).

4. CONTRACT DATA IN RESPECT OF THE PRINCIPAL BUILDING AGREEMENT

The details of the Contract Data are stated in the CONTRACT DATA -EMPLOYER.

5. SCHEDULE OF VARIABLES IN RESPECT OF PRELIMINARIES

The details are stated in the SCHEDULE OF VARIABLES.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These special Conditions of Contract generally contain clauses that are either deemed to be additions, elaborations or variations to the General Conditions of Contract. Accordingly, these Special Conditions of Contract must be read in conjunction with the General Conditions of Contract and it shall be deemed that the amended meanings and intentions of the clauses shall apply, if applicable. In addition, it shall be deemed that any reference to Contractor shall mean Principal Building Contractor, as defined in the JBCC Principal Building Agreement.

2. SCOPE OF THE CONTRACT

The scope of the contract for each Tender option/s, if applicable, is described in the Specifications, Drawings, Bills of Quantities, Contract Conditions and the Contract Variables, as applicable.

3. CONFIDENTIALITY OF CONTRACT DOCUMENTS

It shall be deemed that the details of the documents shall be treated as private and confidential and their general content shall not be disclosed or discussed with third parties without the prior approval of the Principal Agent in writing.

4. PROGRAMME

The Contractual Commencement and Completion dates and any other relevant dates for this contract is stated in CONTRACT VARIABLES: THE SCHEDULE.

Time, cost and quality are to be considered the essence of this Contract. Accordingly, it shall be deemed that the contract programme prepared and issued in "Primavera", MS Project or similar approved programming software, detailing each activity and duration is submitted by THE CONTRACTOR, IN ACCORDANCE WITH THE TENDER REQUIREMENTS PRIOR TO THE AWARD OF THE TENDER, and as amended in conjunction with the Principal Agent and/or other Agents, shall be the basis of monitoring progress on the project. The programme is to include construction activities, long lead procurement schedules, information required schedules, tenant information schedules and sub-contractor appointment schedules.

The Process to be adopted in finalizing the program shall be as follows:

- The Construction Project Manager and / or Principal Agent shall evaluate the programme to ensure the completeness of the work programmed, accuracy of the durations, relevance and completeness of the logic, dates on which information are requested, times allowed for long lead items and subcontractor appointment dates.
- Any shortcomings and/or further requirements shall be clearly indicated in a programme assessment report and issued to the contractor for correction and additions.
- The contractor shall affect amendments to the program based on above and the final contract programme shall be signed-off by the Project Team and shall be deemed to be the baseline / target contract programme. This programme, and the progress therein, (and relevant authorised revisions), will form the basis of adjudication of all clauses relating to time as specified in the contract document. The submission of the programme and the dates therein shall not excuse or relieve the principal contractor or its parties from completing the project within the timeframe specified in the contract documents.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

4. PROGRAMME (CONTINUED)

- The contractor shall update the contract/project programme at any time when the works been developed do not, or may not correspond to that originally programmed, or as formally instructed by the Project Manager and /or Principal Agent. It shall be deemed that the principal contractor has, when updating or developing the programme, consulted with the relevant project team members as well as the relevant nominated and selected sub-contractors regarding procurement period, specifications and sequencing required.

The process to be adopted for **PROGRESS REVIEW** shall be as follows:

- The Project Manager and/or Principal Agent, and the Contractor shall conduct a progress review on a pre-determined weekly interval. The progress for each activity of the works shall be evaluated, agreed upon and recorded in a report.
- The progress review shall incorporate procurement of long lead items, information release, fit - out information and sub-contractor appointments.
- The following information shall be recorded for each activity:
 - Actual start dates of the planned activities (if started),
 - Actual finish dates of the planned activity (if completed),
 - Estimated remaining durations of the planned activities that are still in progress,
 - Suspend and resume dates if a planned activity is suspended, and
 - Log text of delays incurred to planned activities.
- The result after the progress update must be closely evaluated and the relevance and accuracy of the results must be checked.

NOTE:

- The Contractor is not permitted to make any changes to the Contract Programme without agreement by the Project Manager and/or Principal Agent.
- Extension of time claims due to inclement weather, late information, or any other reason shall far as practical, be evaluated the moment it is submitted and the effect on the contractual end date determined.
- A decision shall as far as practical be made immediately on the number of days to be granted to the contractor, if any.
- Claims that have no effect on the critical path shall be so recorded.
- A summary of the extension of time claims submitted, for both inclement weather and contractual claims must be included in the joint progress report.

5. DAMAGE TO THE WORK

Care shall be taken not to cause any damage to any part of the existing or new work or any adjoining property. The contractor will be held responsible for damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage to the satisfaction of the Principal Agent.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

4. COMMUNICATION, MEDIA RELEASES, ETC.

The contractor shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this contract unless prior approval in writing is received from the Employer and/or the Principal Agent.

All rights of publication of articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Employer.

The contractor shall not, without the written consent of the Principal Agent, cause any statement or advertisement to be printed, screened or aired by the media.

5. COPYRIGHT

No part of this document and any document forming part of the contract documents may be copied, photographed or repeated in any manner or by any process without the written consent of the **author**. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in documents pertaining to this contract. The person, firm, body, supplier, contractor, sub-contractor and any other contracting party is to be responsible jointly and severally, in their personal and corporate capacities for any contravention of this requirement.

6. ESCALATION

This contract shall either **be subjected or not subjected to any form of Contract Price Adjustment Formulae such as the Haylett Formulae or similar**, which shall be dependent on the tender offer accepted. In this regard, it is deemed that for the fixed price option, the contract amount includes for any potential increases (except any variation in the rate of value added tax) in the cost of labour, materials, transport, etc.

The option applicable to this contract is as indicated below:

Option 1 – Subject To Escalation Price Contract

X

Option 2 – Fixed Price Contract

✓

KEY: ✓ - Tender Option Applicable
X - Not Required For This Tender

7. WORKMANSHIP AND QUALITY CONTROL

The onus to produce work that conforms in quality and accuracy of detail, to the requirements of the specifications, rests with the contractor, and the contractor shall, at his own expense, institute a quality control system and provide other technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the contractor shall be deemed to be included in the amount quoted for the works.

The contractor's attention is drawn to the normal standards regarding the minimum frequency of testing required for materials. The contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

9. WORKMANSHIP AND QUALITY CONTROL (CONTINUED)

On completion and submission of every part of the work to the **PRINCIPAL AGENT** for examination, the contractor shall furnish the **PRINCIPAL AGENT** with the results of the relevant tests, measurements and levels to indicate compliance with the specifications.

Notwithstanding the approval of these above-mentioned tests by the **PRINCIPAL AGENT**, the contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the defects liability period.

10. REPORTING OF ACCIDENTS/INCIDENTS

In addition, to any statutory obligations the contractor shall, as soon as practicable, report to the Principal Agent every occurrence on the works or the site causing damage to the property or injury or death to any individuals.

If requested, the contractor shall submit a report in writing to the Principal Agent within 12 hours of such request, setting out the full details of the occurrence.

The Principal Agent shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the contractor shall render all reasonable assistance and make available the necessary facilities, equipment, personnel, etc., for carrying out such enquiries.

11. CO-OPERATION OF CONTRACTOR FOR COST CONTROL

It is deemed that the contractor accepts the obligation of assisting the Professional Consultants in implementing proper cost control in ensuring that the final building cost does not exceed the budget.

The cost control procedures are detailed on the Declaration for Cost Control and forms part of the Contract.

12. APPLICATION FOR PAYMENT

The Contractor shall submit the following information on a monthly basis to the Principal Agent and Quantity Surveyor in order to assist with the processing of the payment certificate and the preparation of the empowerment report:

- A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.)
- A detailed breakdown of all variation order costs claimed (With specific reference to work done by the Principal Building Contractor) in the certificate concerned, together with copies of the relevant contract instructions.
- A detailed breakdown of the work done by each sub-contractor. (The work breakdown must be referenced strictly in accordance with the Tender Document or the detailed Priced Bills of Quantities, as applicable.)
- A detailed breakdown of all variation order costs claimed in the certificate concerned for sub-contract work, together with copies of the relevant contract instructions.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

12. APPLICATION FOR PAYMENT (CONTINUED)

- An written declaration authenticated by the Contracts Manager confirming, that the payment claims for work done by sub-contractors has been audited and amended by the Contractor's Quantity Surveyor, prior to it being forwarded to the Principal Agent and Quantity Surveyor for evaluation.
- If applicable, a combined empowerment report which shall include reports on contractor and sub-contractor compliance, in accordance with the format required by the empowerment manager. In this regard, the combined, contractor and sub-contractor empowerment report must contain an affidavit certifying that all information contained the report as being true and correct and must be authenticated by the contractor and a commissioner of oaths. The combined reports must also state that the contractor has checked and verified that all information submitted by sub-contractors is true and correct.
- Tax invoice: the contractor shall attach a tax invoice as prescribed in the Value Added Tax Legislation to each payment certificate when presenting the certificate to the employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the payment certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.

Should anyone or any combination of the above requirements not be complied with, the Principal Agent reserves the right to exclude any amounts that may have been due for certification from the Payment Certificate concerned and/or delay the issue of payment certificates and/or, revise the contractual payment date, as applicable, until such time compliance is achieved.

13. IDENTIFICATION OF PERSONNEL

All personnel that are utilized on the project by the contractor and its sub-contractors, are at all times whilst on site, be clothed with clothing that clearly identifies each staff member together with an identification document which includes, but not limited to the following:

- A photograph of the personnel concerned;
- The identification numbers of the personnel concerned; and,
- The name of company concerned

In addition, to that stated above, the contractor shall adhere to the premises security rules and regulations.

No personnel will be permitted to work on the project until this condition is adhered to.

14. INTERVENTION AT MANUFACTURE AND/OR SUPPLIER AND/OR SUB-CONTRACT LEVEL

The employer and its agents reserve the right to discuss and liaise on any issue pertaining to this contract with the contractor's service providers i.e. Manufacturers and/or suppliers and/or sub-contractors concerned (Nominated and Selected and Domestic). This right shall not create privity of the contract between the employer and/or its agents and the said manufacturer and/or supplier and/or sub-contractors, (Nominated and Selected and Domestic).

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

15. CESSION OF MATERIALS SUPPLIED TO THE SITE

It shall be deemed that the contractor and its service providers on delivery of each batch of materials to site, has ceded the said materials to the employer.

16. ALTERATIONS IN THE QUANTITY AND VALUE OF WORK

The employer and/or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the contractor including its service providers shall not be entitled to claim for any additional expense incurred, or for any change in the rates for work done and/or any materials and services supplied. It shall be deemed that all costs associated with this item is included in the Contract Sum.

17. CHANGES IN THE SCOPE OF WORK

The contractor acknowledges that whilst drawings have been prepared for this project, the scope of work and value of the contract may be substantially altered and that no claims for loss and expense shall be due by the employer for implementing any changes that may become necessary. It shall be deemed that the contract amount includes for all costs that may arise due to compliance with this clause.

18. MARKET RELATED WAGE RATES

The wage rates payable for labour in any category is deemed to be not less than the lessee of:

- Statutory wage rates in any labour category in the project locality; and
- The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

The Contractor shall demonstrate compliance with this requirement on a monthly basis.

19. TREASURES, RELICS, ETC.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site must be brought to the attention of the **PRINCIPAL AGENT**. All work at the specific area of the discovery shall stop for a reasonable time period until such time that the **PRINCIPAL AGENT** instructs the contractor to continue with the work.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site shall remain the property of the Employer and shall be handed over to the **PRINCIPAL AGENT** who shall be the sole arbitrator of what is an article of value.

20. PRICED BILLS OF QUANTITIES

The Contractor shall submit the Priced Bills of Quantities at the date of the tender closing.

21. LUMP SUM PRICE BREAKDOWN

Where items in the Tender document are measured as lump sums, the contractor's detailed Priced Bills of Quantities for each lump sum item, submitted **WITHIN TEN (10) DAYS OF NOTICE OF AWARD OF CONTRACT**, and prepared in accordance with the latest edition of the standard system of Measuring Building Work including any subsequent amendments thereto, shall form part of the contract and shall be used for the purposes of preparing valuation certificates, determining the value of variation orders, preparation of final account, etc.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

22. PRICES AND NET MEASUREMENTS

Prices throughout these bills of quantities shall be deemed to include for all obligations arising out of the contract and unless otherwise specified, be held to include for making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packings.

22. PRICES AND NET MEASUREMENTS (CONTINUED)

Prices for all items contained in these bills of quantities and any additional authorised variations, shall be deemed to exclude all amounts due in terms of the Value Added Taxation Legislation. A provision for the addition of VAT shall be made on the summary page of the contract document and final statement of accounts, as applicable.

23. AMENDMENTS TO SCOPE OF WORK PRIOR TO TENDER AWARD

The Contractor is advised that certain portions of the scope of work may be adjusted / omitted subject to the Client's approval of the adjustments/omissions and can only be affected prior to the issuance of the Letter of Intent to Award. Any cost associated with the imminent scope change must be included in the overall price, as claims for additional costs/loss and expense will not be entertained.

24. SPECIFIC VARIATIONS AND/OR AMENDMENTS AND/OR ADDITIONS TO THE ASAQS PRELIMINARIES NOVEMBER 2007

24.1 TEMPORARY WORKS AND PLANT.

It shall be deemed that all cost associated with the provision of, including erection, dismantling, etc., of special scaffolding required for the proper execution of the work is included in the contract amount. It shall also be deemed that all cost associated with the provision of, including erection and dismantling, etc. of all scaffolding and hoisting equipment, machinery, etc. for Nominated, Selected and Domestic sub-contract work, required for the execution of the works, is included as part of the contract amount.

25. SPECIFIC PRELIMINARIES

25.1 PROPRIETARY BRANDED PRODUCTS

All materials, fittings, finishes, etc. Specified hereinafter under a trade name, catalogue number or reference, must be exactly as described. The Principal Agent's approval in writing must be obtained for the use of any alternative to the specification before the submission of Tenders otherwise the specified materials, fittings, finishings, etc. will be as assumed to have been allowed for in the tender.

The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

25.2 MODE OF PROCEDURE

The Contractor shall provide, at the first site meeting, a computer generated critical path programme for each section of the project. The programme shall be prepared in sufficient detail to enable the principal agent to assess the weekly progress of the works. The programme must clearly indicate the lead times for procurement and off-site manufacture where appropriate and key dates for information required and for the appointment of nominated and/or selected and/or domestic and/or direct sub-contractors. The programme and level of detail shall be to the entire satisfaction of the principal agent.

No change is to be made to the programme without the approval of the Principal Agent, who shall be entitled to instruct the contractor to update and modify the programme in accordance with site circumstances, if applicable.

The programme is to be subject to the approval of the Principal Agent but such approval shall in no way relieve the contractor of his sole responsibility for the proper programming and seeing to the progress of the works and the timeous completion thereof.

The programme is to be prominently displayed in the site office and copies of the programme and its supporting documentation together with all amended programmes shall be handed to the Principal Agent.

The Contractor will be required to maintain, in addition to the main programme referred to above, a comprehensive fortnightly bar-chart programme expanded to reflect anticipated daily activities for the ensuing fourteen (14) days.

25.3 LABOUR RECORD

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number and description of tradesmen and labourers employed by him and all subcontractors on the works each day.

25.4 WARRANTIES

The Contractor undertakes to perform the work in accordance with the terms and the conditions of the contract, in a workmanlike manner, which shall include but not be limited to, complying with the manufacturers/suppliers' specifications, if applicable, in respect of goods, methods, or materials used in the performance of the work.

The Contractor further warrants that they shall use only new merchantable materials, fit for their intended purpose, as well as supervision, labour and equipment which are fit for the purpose for which they are intended.

25.5 EXISTING SERVICES

The Contractor shall consult the Principal Agent before disconnecting any services. The Contractor shall take special care not to damage any existing services that could have been foreseen or what have been shown to him by the Principal Agent or Employer's representative. Damage to this services shall be for the contractor's account.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

25.6 PLANT RECORD

At the end of each week the Contractor shall provide the Principal Agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools, currently used on the works.

25.7 MANUFACTURER'S RECOMMENDATIONS

All commodities are to be handled, stored, used, applied and/or fixed in strict accordance with the manufacturer's instructions and recommendations and after consultation with the manufacturer's authorised representative. Should these instructions and/or recommendations conflict with other specified requirements the Principal Agent must be notified timeously.

25.8 COMMODITIES TO BE NEW

All commodities, goods, articles or materials throughout the building are to be new except where re-use of existing is specified and are to be handled, stored, used, and/or fixed with care to ensure that they are in perfect condition when incorporated in the works and thereafter properly protected so as to ensure that they are likewise in perfect condition when handed over at completion of the works.

25.9 STANDARD OF WORKMANSHIP AND MATERIALS

In the absence of detailed specifications for any item or items, National Building Regulations, the latest applicable South African Bureau of Standard (SABS) specifications, or where such does not exist, then the latest applicable British Standard Specification (BS) shall apply.

25.10 OCCUPATIONAL HEALTH AND SAFETY ACT

The Contractor shall comply with the requirements as stated in the Occupational Health and Safety Manual for construction as prepared by BIFSA or the Occupational Health and Safety Specification, if included as part of the contract documents and for the duration of this contract be deemed to be the mandatory of the employer for the purposes of the Occupational Health and Safety Act No. 85 of 1993, and shall prior to taking occupation of the site, satisfy the employer by means of written representations confirming compliance with the relevant requirements of the said act.

Acceptance by the employer of the contractor's written representations in terms of the above shall constitute an agreement in writing to the arrangements and procedures between the parties to ensure compliance by the contractor, with the provisions of the act referred to herein, for the purpose of section 37(2) of the said act.

The employer shall at all times have the right to summarily suspend the performance of the contractor hereunder pending compliance by the contractor with any requirement, regulation and/or direction referred to.

The employer shall be entitled to set-off against any amount owed to the employer by the contractor hereunder any loss or damage suffered by it (the employer) as a result of suspension of the contractor's performance in the circumstances envisaged above.

For the sake of clarity, it shall be deemed that the BIFSA documentation shall only apply in instances where no other Occupational Health and Safety Specification is included as part of the contract documents.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.10 GUARANTEES AND MAINTENANCE INSTRUCTIONS AND/OR MANUALS

The Contractor shall obtain and hand over to the Principal Agent on practical completion, all relevant guarantees, any operating and maintenance instruction manuals, data or instructions required by the Principal Agent or provided by manufacturer's or suppliers.

The Contractor shall ensure that all warranties and guarantees are received and fully ceded to the Employer on final completion.

26.10 PUBLICATIONS AND ADVERTISING

The Contractor shall not publish or cause to be published, any papers, articles or information relating to this contract nor display or permit to be displayed any advertisements on the site or elsewhere, in connection with this contract, without the prior permission, in writing, of the Principal Agent. The Contractor shall be responsible for the observance of this clause by his employees and sub-contractors.

26.11 REPORTING OF ACCIDENTS

In addition to any statutory obligations, the contractor shall, as soon as practicable, report to the principal agent every occurrence on the works or the site causing damage to the property or injury or death to any individuals. If required by the Principal Agent, the Contractor shall submit a report in writing to the Principal Agent within forty eight (48) hours of such incident setting out full details of the occurrence.

The Principal Agent shall have the right to make any enquiries either on the site or elsewhere as to the cause and results of any such occurrence and the Contractor shall make available to the Principal Agent the necessary facilities for carrying out such enquiries.

26.10 CONFIDENTIALITY

The Parties agree to consider information obtained from each other during the course of this Agreement as confidential information, and shall maintain such information as confidential indefinitely after the expiry or termination of this Agreement.

26.11 AS BUILT DRAWINGS

The Contractor shall accurately record the details of the electrical, mechanical, security, fire installation, water reticulation details, contractor breaks, etc., on drawings and issue same to the Principal Agent and the relevant agent for record purposes.

26.12 FALSE DECLARATION

All information provided by the contractor is accepted in good faith as being true and accurate. Any false declaration or intentional omission of relevant facts shall be reported to the employer, which on receipt of such report may elect to exercise its (the employer's) rights in terms of common law and/or the contract, as applicable.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.13 REGULATIONS

The work shall be carried out in accordance with the requirements of local Authority Regulations that may be applicable.

The contractor shall if necessary, give notice and pay all fees, costs and rates as may be required by the Local Authority.

26.14 CONTRACTOR'S YARD, LATRINES, TELEPHONES, ETC.

The Contractor shall liaise with the Principal Agent with regard to storage space for plant, equipment, etc.

The Contractor is responsible for security of his equipment and materials used during the contract.

26.17 CONTRACTOR'S YARD, LATRINES, TELEPHONES, ETC. (CONTINUED)

No alcohol or drugs will be allowed on site neither will any person be admitted to the site if the Principal Agent has any reason to believe that such person is under influence of alcohol or drugs.

The Contractor is to provide temporary sheds, latrines and telephones, etc. for the duration of the project. These facilities must be available for use to the professional team and all Contractors involved on the project.

26.17 DUST AND NOISE POLLUTION

The Contractor shall take all reasonable measures to minimise any dust and nuisance and inconvenience as a result of the execution of the works. The Contractor shall use suitable and effective silencing devices for pneumatic tools and other plant that would otherwise cause a noise level exceeding the level laid down by the Local Authority.

26.18 NOTICES, SIGNS AND ADVERTISEMENTS

The Employer reserves the right to erect notices, signs and advertisements on the site or in the vicinity of the site. The Contractor is not entitled, without written approval by the Principal Agent, to display any signboard of his own. He must however allow for the standard signboard, if required by the employer.

26.19 CESSIONS

Neither of the Parties may cede, delegate, assign or make over any of its rights and/or obligations in terms of this Agreement to any other third party without the prior written consent of the other Party.

26.20 ACCESS FOR PERSONNEL

No unauthorised persons are allowed on site unless authorised by the Principal Agent in writing. No persons are allowed access to any portion of the existing buildings, if applicable, other than the agreed entrance and exit routes, unless authorised by the Principal Agent in writing.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.21 SAFETY HELMETS

The Contractor shall provide and keep on site an adequate supply of clean safety helmets for the use of all professional personnel and all authorised visitors.

26.22 SPECIAL TASKS

The Employer shall have the right to employ other Contractors to execute any special tasks whether contained in this contract or not, concurrently with the works being executed under this Contract.

The Contractor shall not be entitled to any profit and/or builder's discount on the value of any work executed by other contractors but shall nevertheless allow these other contractors and the Employer's employees to have access to the works, allocate reasonable space for the storage of their materials, tools and equipment.

Without in any way detracting from the generality of or limiting the above, the Contractor is advised that the special tasks will be carried out by the Employer and other contractors and the value of such work shall not be included in this contract.

26.18 OVERTIME

The Contractor is to note that all rates are inclusive of overtime work allowance and no additional costs for overtime work will be entertained.

26.19 INTERPRETATION OF THE DRAWINGS, SPECIFICATIONS AND BILLS OF QUANTITIES.

The Contractor shall be held solely responsible for and shall, at his own expense, rectify any errors arising out of the incorrect interpretation of the Drawings, Specifications, Bills of Quantities or Instructions.

Should any part of the Drawings, Specifications or Bills of Quantities not be clearly intelligible to the Contractor, or the material or articles to be used in the execution of the works be considered insufficiently described or the manner in which the work is to be carried out not clear, the Contractor must obtain from the Principal Agent the necessary information to clarify such Drawings, Specifications, Bills of Quantities or Instructions, which request shall be in writing.

All drawings, whatever their origin, are to be issued to the site or to any other person or persons only through the principal agent's office and shall bear the principal agent's office stamp and signature and an up to date register of all drawings issued to the contractor shall be kept on the works. Any other drawings used on the site will be used at the contractor's risk and should any work be incorrect due to the use of unauthorized drawings the cost of rectifying such work shall be for the contractor's account.

All drawings used on the works shall be properly mounted on suitable sheet material or otherwise protected and kept in good condition. Any drawings becoming bleached or otherwise obscured so that they cannot be properly read shall be returned to the Principal Agent for replacement, as any errors due to misreading of damaged or obscured drawings shall be made good by the Contractor at his own expense.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.25 WORKING DAYS AND HOURS

The Tenderer is advised that the definition of "Working Days" has been amended to include Saturday and Sunday as normal working days. Further, the working hours shall mean 24 / 7 (twenty four hours a day for seven days a week for the complete duration of the contract). The Tenderer is to allow for all costs associated with this clause and is to allow for same in his Construction Programme.

26.26 JOBBING AND SITE RECORDS

Each trade shall perform all necessary jobbing and attendance and shall make good after all other trades.

Site records

The contractor shall keep a record in triplicate on site, the following:

- A daily record of work done.
- A daily record of all visits to site by any of the Employer's Agents.
- A daily record of all contract instructions issued by the Principal Agent and/or any other Agent.

Copies of these records are to be forwarded to the Principal Agent on a weekly basis.

26.27 SUPERVISION BY EMPLOYER'S AGENTS

Supervision by the Principal Agent and other Agents is intended as a means of checking the interpretation of work done and providing clarification and further information where required during the progress of the work. Supervision shall not in any way relieve the Contractor of his responsibility for ensuring that the work is carried out satisfactorily in all aspects, in good time and in accordance with the contract.

Although the Principal Agent and other Agents will make spot checks from time to time on dimensions and levels as the work proceeds, checking of the setting out, dimensions, levels and positioning of all items is the contractor's responsibility and should any errors occur during the course of or be found after completion of the works, the cost for remedying same will be for the Contractor's account.

26.28 PARTNERING

The Employer, its agents and the Contractor shall act as stated in the contract and in the spirit of mutual trust and co-operation. In this regard, it is a specific requirement that all the contractor's personnel provide reasonable assistance that may be required by the employer and/or its agents in order for them to assist in bringing the works to completion with due skill, diligence, regularity and expedition. In turn, the employer and its agents shall also provide assistance to the contractor to execute the works with due skill, diligence, regularity and expedition.

26.29 COPIES OF REVISED DRAWINGS ISSUED AS CONTRACT INSTRUCTIONS

The Contractor acknowledges that only one copy of any revised drawings shall be issued as contract instructions. In this regard, it shall be the contractor's responsibility for producing any additional copies that may be required for either internal use or for issue to any sub-contractor/s. It shall be deemed that the contractor has allowed for all costs necessary to ensure compliance with this clause in the contract amount

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.30 CONTRACTOR TO DELAY ACTIVITIES AT THE REQUEST OF THE PRINCIPAL AGENT

The Contractor may be called upon from time to time to cease certain building activities as required by the Employer. In this regard, the contractor shall cease such activities for the period as agreed with the Principal Agent. In this regard, the Contractor shall provide all reasonable assistance necessary to ensure compliance with this clause as well as to minimize the impact of such a request.

26.31 PROVISIONAL SUMS AND BUDGETARY ALLOWANCES

These amounts have been included in the contract sum where the work has not been defined at the date of tender. It is intended that once the scope is defined, tenders will be invited in terms of the process outlined below with a view to these works being awarded as nominated / selected subcontract works.

- The specialist consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of the works all in accordance with the principal building agreement.
- The Quantity Surveyor will prepare the necessary tender document.
- The Principal Agent will arrange for inviting prospective Tenderers to collect documents subject to the payment of a non-refundable document fee, if applicable.
- The Quantity Surveyor will arrange to issue the tender documents from their offices and take receipt of the amounts paid.

26.32 PROVISIONAL SUMS AND BUDGETARY ALLOWANCES (CONTINUED)

- The tenders for the works will be submitted to the Quantity Surveyor's office in terms of the tender closing times stipulated, unless otherwise agreed in writing.
- The Quantity Surveyor will prepare an initial financial evaluation report of the tenders and circulate to the Principal Building Contractor, the Principal Agent, the Empowerment Consultant, if applicable, and the relevant technical consultants for information and to enable them to prepare any necessary additional reports, all of which are to be submitted to the Principal Agent.
- The Principal Agent will prepare a draft report, discuss with the principal Building Contractor to get their approval and finally circulate the draft to the other consultants for final comment. Thereafter the Tender Report with recommendations will be finalised by the Principal Agent, circulate to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Principal Contractor who will be responsible for appointing the relevant party as a sub-contractor.

26.33 SITE ACCESS FOR AND MANAGEMENT OF DIRECT CONTRACTS

The Contractor shall allow direct contractors appointed by the Employer to access the site to execute work which does not form part of the Minors Works Agreement, concurrently with that of its (the principal building contractor), work. In this regard, the Contractor shall provide any necessary assistance (e.g. ensuring placement of material orders, monitoring the manufacturing process, monitoring of raw materials availability, programming of works, etc.), to the Principal Agent in respect of management of any direct contracts. In this regard, is shall be deemed that all allowances have been made in the contract amount to ensure compliance with this clause.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.34 AVAILABILITY OF MANAGEMENT PERSONNEL

It shall be deemed that the Contractor has allowed in the contract amount for the Contracts Manager, Project Planner, Senior Quantity Surveyor and a responsible representative for the management of direct contracts, throughout the direction of the contract. Such persons are to be available to attend meetings to resolve any contractual and other related issues within 4 (four) hours on receipt of notice, either written or verbal, from the Principal Agent.

26.35 COMMISSIONING

The Contractor is referred to the special attendance items in the schedule of variables.

26.36 ENVIRONMENTAL QUALITY

The Contractor shall at all times during the construction period ensure that the construction site complies with the statutory obligations in terms of fire, ventilation (smoke, exhaust fumes, etc.), air quality, temperature, water quality, sanitation, hygiene, etc., as well as any requirements set out in an environmental management plan, if available.

26.37 ORDERING OF MATERIALS

Should the Contractor utilize the Bills of Quantities for ordering materials, it shall be entirely at its (the contractor's) own risk.

The Contractor shall take all reasonable steps to ensure that the specified materials and components required for the works are available for construction in accordance with the applicable construction programme.

26.37 ORDERING OF MATERIALS

Should any of the materials and components be available or likely to be unavailable when required, the Contractor shall without delay notify the Principal Agent, in writing, who shall decide on the procedure to be followed.

26.38 ENCROACHMENTS

After the site boundaries or beacons have been pointed out to the Contractor, if (the contractor) is to notify the Principal Agent if any encroachments of adjoining foundations, buildings, structures, pavements, etc., exist, so that the necessary arrangements can be made for the rectification of any such encroachment.

During the course of the building operations, the Contractor will be held entirely responsible for any encroachment onto any adjoining properties or servitude's and the cost of any remedial measures as required by the Principal Agent shall be borne by the Contractor unless the principal agent shall decide otherwise.

26.39 DOCUMENTS

Should any part of a drawing not be clearly intelligible to the Contractor or the manner in which the work is to be carried out not be clear, the Contractor shall request the Principal Agent to clarify his requirements, which request and reply shall be in writing, failing which the Contractor will be held responsible for any incorrect interpretation and shall, at his own expense, rectify any errors.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.40 CONTRACT INSTRUCTIONS

Contract instructions issued on site are to be recorded in the site instruction book which is to be maintained on site by the contractor.

26.41 DOMESTIC SUB-CONTRACTORS

The Contractor shall not be permitted to substitute any domestic sub-contractor proposed at the time of contract award without written permission from the Principal Agent during the contract execution stage. Such permission shall not be unreasonably withheld, provided that the Contractor provides a detailed motivation for the substitution and the principal agent is allowed to verify the motivation with the sub-contractor concerned. Further, the Contractor shall appoint all domestic sub-contractors in terms of clause 23.1 of the Principal Building Agreement. Such appointments shall have similar terms and conditions and identical targets as the Principal Building Agreement.

26.42 INSPECTION OF EXISTING WORKS

It shall be deemed that the Contractor prior to contract commencement has inspected the existing works done to others and has satisfied itself (the contractor) that there are no latent defects and accordingly acknowledges that any defects not pointed out to the Principal Agent at site handover, shall fall under the responsibility of the Contractor to remedy and that the cost for such remedial work is deemed to be included in the contract amount.

26.43 DISPOSAL OF WASTE MATERIAL, ETC.

The Contractor shall provide appropriate equipment (such as chutes, if required), etc., for the rapid removal of waste material, etc., at points as agreed with the Principal Agent in writing. In addition, the Contractor is to provide for adequate waste skips for the disposal of such material to be located in positions as advised by the Principal Agent in writing.

The Contractor shall ensure that there is a maximum of a twenty four (24) hour turn-around time for the removal of all full waste skips from site. The Contractor further acknowledges that the Employer reserves the right to appoint others to remove waste material and waste skips from site, should the Contractor fail to meet the twenty four (24) hour turn-around time and that such costs shall be deducted from amounts due to the Contractor.

26.43 DAMAGE TO EXISTING INSTALLATIONS

The Contractor shall be responsible for replacing and/or repairing any existing work damaged by itself and its sub-contractors whilst executing the Contractor at its own cost.

26.44 ACCESS FOR MOVEMENT OF MATERIAL TO THE SITE AND WORK ACCESS

The Contractor acknowledges that it shall only be permitted to move materials and access the works areas at locations/ positions agreed with and documented by the Principal Agent.

It will be deemed that the Contractor has allowed for vertical and horizontal movement, double handling, working under restrictive conditions as may be required for the building works. No claims for extras in this regard will be entertained at any later date.

PART 2: C.1.2.2 SPECIAL CONDITIONS OF CONTRACT (CONTINUED)

26.43 LOCAL LABOUR

It is deemed that the Contractor shall as far as possible maximise the use of labour from the area in which the project is located.

26.44 BLACK ECONOMIC EMPOWERMENT

The Contractor shall comply with the Employers Black Economic Empowerment Policies.

26.45 SAMPLES

All material samples and colour samples must be submitted to the Principal Agent for selections and approval of the colour, shape and finish including mechanical, electrical and plumbing equipment that will be visible. The samples shall be provided in a4 size unless otherwise agreed. General samples shall be provided for Principal Agent/Employer to choose from each type of finish.

The Principal Agent/Employer may reject all or part of the submitted samples and request for additional selections if the first submission are not acceptable.

All samples must be kept in a sample room to be provided by the Contractor for reference.

26.46 SAMPLES BOARD

The Contractor shall provide a board(s) of approved samples and make available one set at the site (sample room) and one for the Employer.

26.47 MOCK - UP

The Contractor shall provide a mock – up of all finished surfaces prior to commencement of the relevant work. The Contractor shall only be permitted to commence with the relevant scope of work, on approval of the mock – up by the Principal Agent or its designated representative.

26.48 SCHEDULE OF DIRECT CONTRACTS

The Contractor is advised that the Employer shall let direct contracts for work that is not part of this contract and the Contractor to provide all access, attendance and co-operation.

26.49 PROVISION OF HOISTING FACILITIES, DUST BARRIERS, ETC.

It shall be deemed that the contract price is inclusive of the following:

- Hard wearing and strengthen dust barriers to be in uniform colour and specification.
- If applicable the provision of all hoarding which must be constructed of new shutter- boards (painted black in colour) of equal lengths and heights.
- The provision rubble chutes and waste skips.

26.50 ACCESS PERMITS, UNIFORMS, PPE, ETC

It shall be deemed that the Contractor has included in the contract amount for the provision of access permits for staff and vehicles, uniforms, PPE, identification cards for all personnel accessing the area of the works.

PART 2: DATA PROVIDED BY THE CONTRACTOR/S

The following contract specific data are applicable to this contract.

REFERENCE	CONTRACT SPECIFIC DATA PROVIDED BY THE CONTRACTOR/S						
1.	GENERAL						
Clause 1.1.1.9:	Name of the Contractor/s:						
Clause 1.2.1.2:	Address of the Contractor/s: <u>Physical:</u> <u>Postal:</u> 						
6.	PAYMENT AND RELATED MATTERS						
Clause 6.8.3:	The Tenderer shall complete Table 1 below with respect to each of the special materials listed. This information shall be used to calculate the variation in cost of the special materials. The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies. The quoted price to be provided by the Tenderer is the ruling price on the first of the month prior to the month in which the closing date for the Tender falls. <i>Table 1</i> <table border="1" style="width: 100%;"> <thead> <tr> <th>SPECIAL MATERIALS</th><th>UNIT*</th><th>RATE OR PRICE FOR THE BASE MONTH</th></tr> </thead> <tbody> <tr> <td> </td><td> </td><td>.....</td></tr> </tbody> </table> * Indicate whether the material shall be delivered in bulk or in containers. When called upon to do so, the Contractor/s shall substantiate the above rates or prices with acceptable documentary evidence. Signed on behalf of Tenderer:	SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH			
SPECIAL MATERIALS	UNIT*	RATE OR PRICE FOR THE BASE MONTH					
							

C1.3: PERFORMANCE GUARANTEE

PRO FORMA

PERFORMANCE GUARANTEE

For use with the General Conditions of Contract for Construction Works, Third Edition (2015).

1. GUARANTOR DETAILS AND DEFINITIONS

“Guarantor” means:

Physical address:

“Employer” means:

“Contractor/s” means:

“Employer’s Agent” means:
.....

“Works” means:

“Site” means:

“Contract” means: The Agreement made in terms of the Form of Offer and Acceptance and such amendments or additions to the Contract as may be agreed in writing between the parties.

“Contract Sum” means: The accepted amount inclusive of tax of R

Amount in words:

“Guaranteed Sum” means: The maximum aggregate amount of R

Amount in words:

Type of Performance Guarantee: (*Insert Variable or Fixed*)

“Expiry Date” means: (*Give date*) or any other later date set by the Contractor/s and/or Employer provided such instruction is received prior to the Expiry Date as indicated here.

2. CONTRACT DETAILS

Employer’s Agent issues: Interim Payment Certificates, Final Payment Certificate and the Certificate of Completion of the Works as defined in the Contract.

3. GUARANTOR’S LIABILITY

3.1 The Guarantor’s liability shall be limited to the amount of the Guaranteed Sum.

3.2 The Guarantor’s period of liability shall be from and including the date on which the Performance Guarantee is signed, up to and including the Expiry Date, or the date of issue by the Employer’s Agent of the Certificate of Completion of the Works, or the date of payment in full of the Guaranteed Sum, whichever occurs first.

3.3 The Employer’s Agent and/or the Employer shall advise the Guarantor in writing of the date on which the Certificate of Completion of the Works has been issued.

4. CONDITIONS APPLICABLE TO THIS PERFORMANCE GUARANTEE

4.1 The Guarantor hereby acknowledges that:

4.1.1 Any reference in this Performance Guarantee to the Contract is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.

4.1.2 Its obligation under this Performance Guarantee is restricted to the payment of money.

4.2 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.2.1 to 4.2.3:

4.2.1 A copy of a first written demand issued by the Employer to the Contractor/s stating that payment of a sum certified by the Employer's Agent in an Interim or Final Payment Certificate has not been made in terms of the Contract and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of 4.2.2;

4.2.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor/s stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.2.1 and the sum certified has still not been paid;

4.2.3 A copy of the aforesaid payment certificate which entitles the Employer to receive payment in terms of the Contract of the sum certified in 4.2.

4.3 Subject to the Guarantor's maximum liability referred to in 3.1, the Guarantor undertakes to pay to the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Performance Guarantee, such demand stating that:

4.3.1 the Contract has been terminated due to the Contractor/s's default and that this Performance Guarantee is called up in terms of 4.3; or

4.3.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor/s and that the Performance Guarantee is called up in terms of 4.3; and

4.3.3 the aforesaid written demand is accompanied by a copy of the notice of termination and/or the provisional/final sequestration and/or the provisional liquidation court order.

4.4 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4.2 and 4.3 shall not exceed the Guarantor's maximum liability in terms of 3.1.

4.5 Where the Guarantor has made payment in terms of 4.3, the Employer shall upon the date of issue of the Final Payment Certificate submit an expense account to the Guarantor showing how all monies received in terms of this Performance Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Performance Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.

4.6 Payment by the Guarantor in terms of 4.2 or 4.3 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.

4.7 Payment by the Guarantor in terms of 4.3 will only be made against the return of the original Performance Guarantee by the Employer.

- 4.8 The Employer shall have the absolute right to arrange his affairs with the Contractor/s in any manner which the Employer may consider fit and the Guarantor shall not have the right to claim his release from this Performance Guarantee on account of any conduct alleged to be prejudicial to the Guarantor.
- 4.9 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 4.10 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 3.2, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired.
- 4.11 This Performance Guarantee, with the required demand notices in terms of 4.2 or 4.3, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 4.12 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrates' Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at

Date

Guarantor's signatory (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory (1)

Witness signatory (2)

C1.4: RETENTION MONEY GUARANTEE

PRO FORMA

COOPERATIVE GOVERNMENT AND TRADITIONAL AFFAIRS

330 Langalible Street, Natalia Building, Pietermaritzburg

13th Floor – Lift Area North Tower

ISSUED TO: COOPERATIVE GOVERNMENT AND TRADITIONAL AFFAIRS, represented by the
Provisional Treasury (hereinafter called "the Employer")

ON BEHALF OF [insert name of contractor/s]
(hereinafter called "the Contractor/s")

in connection with CONTRACT : **APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF
IMIZI YEZIZWE**(hereinafter called "the Contract").

WHEREAS the Employer and the Contractor/s have agreed that the Contractor/s may provide a guarantee
in lieu of the whole or a portion of the retention moneys provided for under the Contract;

NOW THEREFORE we, the undersigned, undertake, in accordance with the following provisions, to pay to
the Employer such amounts as the Employer may, from time to time, demand from us.

1 Each demand by the Employer shall be in writing, signed by the Employer and delivered to
 us at

[INSERT GUARANTOR'S FULL STREET
ADDRESS].....

..... or such other address in

[INSERT NAME OF COUNTRY] as we shall in writing notify to the Employer
and shall be accompanied by a certificate complying with Clause 2, signed by the Engineer in office as such
in terms of the Contract.

2 The Engineer's certificates referred to in Clause 1 shall certify that:

- (a) he is the Engineer in office as such in terms of the Contract,
- (b) the Contractor/s is in breach of his obligations under the Contract, and
- (c) the amount demanded, which amount the certificate shall specify, does not exceed

(i) the amount of retention moneys which, but for this guarantee, would have been retained by the Employer in terms of the Contract at the date of the certificate, less the aggregate of the amounts of retention money retained by the Employer and the amounts previously paid by us to the Employer in terms hereof,

(ii) a genuine estimate of the cost to the Employer of having the breach referred to in paragraph (b) remedied less the aggregate of any amounts withheld by the Employer from payments due to the Contractor/s in terms of the Contract by reason of the breach referred to, and any amount of retention money actually held by the Employer save to the extent that the same had been deducted from any previous demand in terms hereof;

3 We shall within fourteen (14) days after our receipt of a demand complying with the provisions in Clauses 1 and 2 make payment to the Employer of the amount demanded at the employer's address as listed in the contract data or at such other address in the Republic of South Africa as the Employer shall in writing notify to us.

4 Subject to compliance with the provisions hereof, our liability to make the payments herein referred to shall be unconditional and shall not be affected or diminished by any disputes, claims or counterclaims between the Employer and the Contractor/s.

5 Our aggregate liability under this guarantee is limited to

..... (R)

6 This guarantee shall expire on the date on which the last of the retention moneys, which but for this guarantee would have been retained by the Employer, becomes payable to the Contractor/s.

7 This guarantee is not transferable and must be produced for endorsement if any part payment is made and must be returned to us against final payment of our aggregate liability or on the date of the expiry of the guarantee in terms of Clause 6, whichever is the earlier.

Signed in the presence of the subscribing witnesses:

At for and on behalf of

on this the day of 20.....

SIGNATURE:

CAPACITY :

ADDRESS :

:



cogta

Department:
Co-operative Governance and Traditional Affairs
PROVINCE OF KWAZULU-NATAL

**APPOINTMENT OF CONTRACTORS FOR THE CONSTRUCTION OF NEW IMIZI YEZIZWE FOR INKOSI
KHUMALO IN ILEMBE DISTRICT. NDWEDWE LOCAL MUNICIPALITY WITHITH KWAZULU-NATAL
BID NO. DQP 56/2023 LG**

AS WITNESSES: 1

2

C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993

THIS AGREEMENT is made between **COOPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS**
(hereinafter called the

EMPLOYER) of the one part, herein represented by:

.....
in his capacity as:

AND:

(hereinafter called the CONTRACTOR/S) of the other part, herein represented by

.....
in his capacity as:

duly authorized to sign on behalf of the Contractor/s.

WHEREAS the CONTRACTOR/S is the Mandatory of the EMPLOYER in consequence of an agreement
between the CONTRACTOR/S and the EMPLOYER in respect of

CONTRACT : APPOINTMENT OF CONTRACTORS FOR THE CONSTRUCTION OF NEW IMIZI YEZIZWE
FOR AMAKHOSI LOCATED IN HARRY GWALA (2), ILEMBE (1), KING CETSHWAYO (1), ZULULAND (1)
AND MKHANYAKUDE (1) DISTRICTS WITHITH KWAZULU-NATAL

AND WHEREAS the EMPLOYER and the CONTRACTOR/S have agreed to enter into an agreement in terms of
the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by
OHS Act Amendment Act No 181/1993 (hereinafter referred to as the ACT);

NOW THEREFORE the parties agree as follows:

1. The CONTRACTOR/S undertakes to acquaint the appropriate officials and employees of the
CONTRACTOR/S with all relevant provisions of the ACT and the regulations promulgated in terms
thereof.
2. The CONTRACTOR/S undertakes to fully comply with all relevant duties, obligations and prohibitions
imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed
certain arrangements and procedures that same shall be observed and adhered to by the
CONTRACTOR/S, his officials and employees. The CONTRACTOR/S shall bear the onus of
acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR/S hereby accepts sole liability for such due compliance with the relevant duties,
obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations,
and the CONTRACTOR/S expressly absolves the EMPLOYER and the Employer's CONSULTING
ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions,
arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR/S agrees that any duly authorized officials of the EMPLOYER shall be entitled,
although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR/S
has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps
may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied
by the CONTRACTOR/S, or to take such steps it may deem necessary to remedy the default of the
CONTRACTOR/S at the cost of the CONTRACTOR/S.

5. The CONTRACTOR/S shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at for and on behalf of the **CONTRACTOR/S**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

Thus signed at for and on behalf of the **EMPLOYER**

on this the day of 20.....

SIGNATURE:

NAME AND SURNAME:

CAPACITY:

WITNESSES: 1.

2.

PART C2.1: PRICING INSTRUCTIONS

1. The Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
2. The Bill comprises items covering the Contractor/s's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.

Although the Tenderer is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor/s is entitled, under various circumstances, to payment for additional work carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor/s inserted in the Bill. Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Project Specifications, all set out which ancillary or associated activities are included in the rates for the specified operations

3. Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor/s submitted on such a basis. The Bill has been drawn up generally in accordance with the latest issue of Civil Engineering Quantities. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill or, when relevant, to the Civil Engineering Quantities, the requirement of the appropriate Standardized, Project, or Particular Specification as the case may be, shall prevail
4. Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
5. The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the construction of the work described, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Tender is based.
6. An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.

The Tenderer shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the tendered rates shall apply should work under these items actually be required.

Should the Tenderer group a number of items together and tender one sum for such group of items, the single tendered sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

The tendered rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.

- 7 The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor/s. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.

Payment terms is 30 days, from receipt of an acceptable invoice.

A 10% retention amount will be held on every interim certificate.

Ordering of materials is not to be based on the Bill of Quantities, but only on information issued for construction purposes.

- 8 For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit	:	The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
Quantity	:	The number of units of work for each item
Rate	:	The payment per unit of work at which the Tenderer tenders to do the work
Amount	:	The quantity of an item multiplied by the tendered rate of the (same) item
Sum	:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units

- 9 The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

Document complied and reviewed by:

CHRIS W GOVENDER _____
PROFESSIONAL CONTRUCTION PROJECT MANAGER
REGISTRATION NUMBER: D/2712/2019

DATE: _____

UKUZA CONSULTING

PART C2.2: BILLS OF QUANTITIES

Refer to attached Bills of Quantities.

PART C3: SCOPE OF WORK

C3.1 DESCRIPTION OF THE WORKS

The scope of work applies to the **CONSTRUCTION OF NEW IMIZI FOR INKOSI KHUMALO**, which will consist of a 4-month project duration (Site Handover to Practical Completion), excluding the retention period.

SCOPE SUMMARY: ARCHITECTURAL PLAN, SIZE, FINISHES AND FITTINGS MINIMUM STANDARDS

(1) Umuzi wesizwe must consist of—

- (a) three bedrooms, with the master bedroom being slightly larger than the other two;
- (b) a lounge and dining room;
- (c) a bathroom with flush toilet or appropriately quantified Septic Tank, bath and hand basin;
- (d) a kitchen with a stainless steel single sink;
- (e) suitable electrical wiring and lights;
- (f) pre-paid electricity facility;
- (g) elevated water tanks allowing adequate pressure for water supply; and
- (h) a geyser to provide hot water to the bathroom and kitchen.

(2) Umuzi wesizwe must be at least 140m² in size, inclusive of:

- (a) the master bedroom;
- (b) the other bedrooms;
- (c) the lounge;
- (d) the dining room;
- (e) the kitchen;
- (f) the bathroom and toilet;
- (g) the carport; and

(3) Umuzi wesizwe must be constructed to the Standard Building practices, the National Treasury Infrastructure Procurement Standards and the SANS 10400 specifications, including—

- (a) the foundations must be constructed of concrete;
- (b) the walls must be constructed of blocks or bricks;
- (c) the wall must be plastered and painted;
- (d) the windows must be of aluminium;
- (e) the floors must be fitted with approved floor covering, including but not limited to carpeting or tiles on screed;
- (f) the ceilings must be constructed of rhino board and painted;

Complete new structure including all necessary finishes as per the attached Bills of Quantities

C3.2 STANDARD SPECIFICATIONS

The Contractor is referred to the latest edition of:

1. Applicable SANS 2001 Standards for Construction Works.
2. Standard and Model Preambles to All Trades.
3. Supplementary Preambles to the Bills of Quantities.
4. Standard System of Measuring Building Work (Seventh Edition).
5. General Conditions of Contract included in the tender document.
6. The JBCC (Joint Building Contracts Committee), Principal Building Agreement Series 2000 Edition 5.0 Code 2101, July 2007
7. The ASAQs (Association of South African Quantity Surveyors) Preliminaries: November 2007 as amended in the Special Conditions of Contract.

C3.3 PROJECT SPECIFICATIONS

The project specifications are included in the Bills of Quantities and the relevant construction

drawings must be read in conjunction with the standard specifications.

PART C4: SITE INFORMATION

C4.1 SITE INFORMATION

CONSTRUCTION OF NEW IMIZI YEZIWE (INKOSI KHUMALO) is situated within in the Ndwedwe Local Municipality.

The site Co Ordinates are as follows:

Latitude: 29°36'58.79"S

Longitude: 30°49'23.18"E



cogta

Department:

Co-operative Governance and Traditional Affairs
PROVINCE OF KWAZULU-NATAL

**APPOINTMENT OF CONTRACTOR FOR THE CONSTRUCTION OF NEW IMIZI YEZIZWE FOR INKOSI
KHUMALO IN THE ILEMBE DISTRICT, NDWEDWE LOCAL MUNICIPALITY WITHIN KWAZULU-NATAL
BID NO. DQP 56/2023LG**

ANNEXURE A

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

**OCCUPATIONAL HEALTH AND SAFETY
SPECIFICATION INDEX
CONSTRUCTION OF NEW IMIZI YEZIZWE (INKOSI KHUMALO) IN KWAZULU-NATAL
BID NO. DQP 56/2023LG**

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PREAMBLE: HEALTH AND SAFETY SPECIFICATION

General Statement

It is a requirement of this contract that the Contractor/s shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor/ss shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety (O H S) Act (Act 85 and Amendment Act 181) of 1993, and the Construction Regulations 2014 issued on 1 August 2014 by the Department of Labour. The Contractor/s is to complete Form O H S 1 in "Schedule D " and O H S 2 in "Schedule E".

For the purpose of this contract the Contractor/s is required to confirm his status as mandatory to the Employer (Client) and employer in his own right for the execution of the c o n t r a c t .

Health and Safety Specifications and Plans to be submitted at Tender Stage

(a) Employers Health and Safety Specification

The Employers Health and Safety Specification will be included in the tender documents as part of the Project Specifications.

(b) Tenderers Health and Safety Plan

The Tenderer shall submit with his tender sufficient proof that he has a Health and Safety Plan, which shall include necessary MSDSs for the scope of works, in place. The Contractor/s will, however, have to submit his Health and Safety Plan specific to this project with his tender for evaluation during the tender period.

In term s of the O H S Act the tender will be disqualified if the tenderer has no Health and Safety Plan.

The Contractor/s's Health and Safety Plan will be subject to approval by the Employer, or amendment if necessary, before commencement of construction work. The Contractor/s will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

The Contractor/s shall not be entitled to claim for extension of time or standing time and the related costs for any delays due to delayed commencement or suspension of the work arising from the lack of approval of or non-compliance with the Health and Safety Plan.

OCCUPATIONAL HEALTH AND SAFETY ACT 1993 :

HEALTH AND SAFETY SPECIFICATION

A.1 SCOPE

This specification covers the health and safety requirements to be fulfilled by the Contractor/s to ensure a continued safe and healthy environment for all workers, employees and subcontractor/ss under his control, and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No. 85 and amendment Act No. 181) 1993, and the corresponding Construction Regulations 2014, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHS Act Agreement in Annexure E: Form OHS 2: OHS - Statement by Contractor/s, the status of the Contractor/s as mandatory to the Employer (Client) is that of an employer in his own right, responsible to comply with all provisions of OHS Act 1993 and the Construction Regulations 2014.

This Health and Safety Specification and the Contractor/s's own Safety Plan as well as the Construction Regulations 2014, shall be displayed on site and made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

A.2 DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) "Employer" where used in the contract documents and in this specification, means the Employer as defined in the Contract Data and it shall have the exact same meaning as "Client" as defined in the Construction Regulations 2014. "Employer" and "Client" is therefore interchangeable and shall be read in the context of the relevant document.
- (b) "Contractor/s", wherever used in the contract documents and in this specification, shall have the same meaning as "Contractor/s" as defined in the Contract Data.

In this specification the terms "Principal Contractor/s" and "Contractor/s" are replaced with "Contractor/s" and "Subcontractor/s" respectively.

For the purpose of this contract the "Contractor" will, in terms of OHS Act 1993, be the mandatory of the Employer, without derogating from his status as an employer in his own right.

- (c) "Engineer" where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the construction regulations).
- (d) "Act" The Occupational Health and Safety Act 1993 (Act 85 of 1993)
- (e) "Competent Person" is any person having the knowledge, training, and experience specific to the work or task being performed.
- (f) "Hazard" a source of exposure to danger.

- (g) "Hazard Identification" the identification and documenting of existing or expected hazards to the health and safety of persons which are normally associated with the type of construction work being executed or to be executed.
- (h) "Healthy" free from illness or injury attributable to occupational causes.
- (i) "Excavation Work" means the making of any man-made cavity, trench, pit or depression formed by cutting, digging or scooping.
- (j) "Fall Protection Plan" means a documented plan, which includes and provides for-
 - (a) All risks relating to working from a fall risk position, considering the nature of work undertaken;
 - (b) The procedures and methods to be applied in order to eliminate the risk of falling and;
 - (c) A rescue plan and procedures.
- (k) "Health and Safety File" means a file or other record containing the information in writing required by these Regulations.
- (l) "Health and Safety Plan" means a site activity or project specific documented plan in accordance with the client's health and safety specification.
- (m) "Health and Safety Specification" means a site, activity or project document prepared by the Client pertaining to all health and safety requirements related to construction work.
- (n) "Principal Contractor/s" means an employer appointed by the client to perform construction work.
- (o) "Major Incident" and occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace.
- (p) "Risk" the probability that injury or damage will occur.
- (q) "Scaffold" any temporary elevated platform and supporting structure used for providing access and supporting workmen or materials or both.
- (r) "Workplace" any premise or place where a person performs work in the course of his/her employment.
- (s) "Ergonomics" the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimize human well-being and overall system performance.
- (t) "Incident" an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, or in consequence of which
 - (a) any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed.
 - (b) A major incident occurred; or

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

1. A dangerous substance was spilled
2. The uncontrolled release of any substance under pressure took place
3. Machinery or any part thereof fractured or failed resulting in flying falling or uncontrolled moving objects or machinery ran out of control.

- (u) "Structure" any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe, or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature and any other similar structure;
- (a) Any formwork, false work, scaffold, or other structure designed or used to provide support or means of access during construction work; or
- (b) Any fixed plant in respect of work which includes the installation, commissioning decommissioning, or dismantling and where any such work involves a risk of a person falling two meters or more.
- (v) "Building" includes any structure attached to the soil, any building or such structure or part thereof which is in the process of being erected or any prefabricated building or structure not attached to the soil.
- (w) "Machinery" means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, confining, transforming, transmitting, transferring or controlling any form of energy.
- (x) "HCS or Hazardous Chemical Substance" means any toxic, harmful, corrosive, irritant or asphyxiant substance, or a mixture of such substances for which:
- (a) an occupational exposure limit is prescribed; or
- (b) an occupational exposure limit is not prescribed ;but which creates a hazard to health.
- (y) "Electrical Installation" means any machinery , in or on any premises, used for the transmission of electricity from a point of control to a point of consumption anywhere on the premises, including any article forming part of such an electrical installation irrespective of whether or not it is part of the electrical circuit, but excluding-
- (a) any machinery of the supplier related to the supply of electricity on the premises;
- (b) any machinery which transmits electrical energy in communication, control circuits, television or radio circuits;
- (c) an electrical installation on a vehicle, vessel, train or aircraft; and
- (d) control circuits of 50v or less between different parts of machinery or system components, forming a unit, that are separately installed and derived from an independent source or an isolating transformer;

Electrical Installations Regulations, 1988 promulgated by Government Notice No. R1593 of 12

August 1988.

- (z) "demolition work" means a method to dismantle, wreck, break, pull down or knock down of a structure or part thereof by way of manual labour, machinery, or the use of explosives;

A.3 PROJECT DESCRIPTION

The work to be carried out under this contract is described in the tender document.

A.4 TENDERS

The Contractor/s shall make available the following during the tender evaluation:

- (a) A documented Health and Safety Plan as stipulated in Regulation 5(1)(m) of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2014, this Health and Safety Specification, and will be subject to approval by the Employer;
- (b) A declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2014; Complete Form OHS 2 in Schedule "E"

Failure to submit the foregoing with his tender or during tender evaluation will lead to the conclusion that the Contractor/s is not able to carry out the work under the contract safely in accordance with the Construction Regulations and will result in his tender being disqualified.

- (c) MSDSs for all necessary HCS are required to be ready and in the possession of the contractor/s.

A.5 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK

After award of the contract, but before commencement of construction work, the Contractor/s shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) The demolition of structures and dismantling of fixed plant of height of 3,0 m or more;
- (b) The use of explosives;
- (c) Construction work that will exceed 30 days or 300 person-days;
- (d) Excavation work deeper than 1,0 m ; or
- (e) Working at a height greater than 3,0 m above ground or landings.

The notification must be done in the form of the pro forma included in Schedule A of this OHS Specification.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

A.6 GUIDELINES FOR THE DEVELOPMENT OF A HEALTH AND SAFETY PLAN

A.6.1 Project Background

In terms of the Construction Regulations [Regulation 4 (1) (a)] of the Occupational Health and Safety Act, N o. 85 of 2014, the Client is required to compile an Occupational Health and Safety specification for each of its projects and the Contractor/s, appointed by the Client in terms of Regulation 4 (1) (c), is required to prepare an Occupational Health and Safety Plan. This plan has to be prepared in terms of Regulation 5 (1) as well as the Clients Occupational Health & Safety Specification. In terms of Regulation 4 (2), the Client and the Contractor/s are required to agree on the Occupational Health and Safety Plan before any work may commence.

A.6.2 Framework for an Occupational and Safety Plan

A.6.2.1 Introduction

The Contractor/s shall demonstrate to the Client that he has a suitable and sufficiently documented Occupational Health and Safety Plan as well as the necessary competencies, experience and resources to perform the construction work safely. The Contractor/s could be required to submit the following documentation for perusal and verification by the Client:

- Management Structure
- Quality Plan
- Human Resources Plan
- Registered Workplace Skills Plan
- "Letter of good standing" from the Compensation Commissioner or licensed compensation insurer.
- Proof of induction and other training of employees
- Example copy of minutes of previous Occupational Health and Safety Committee meetings and copies of Incident Investigation Reports

A.6.2.2 Contents of an Occupational Health and Safety Plan

The Occupational Health and Safety Plan shall include the following:-

A.6.2.2.1 Occupational Health and Safety Management Programme

- Management of Occupational Health and Safety risks
- Occupational Health and Safety structures and appointments
- Programme of Occupational and Safety inspections
- Occupational Health and Safety Representatives
- Occupational Health and Safety Committee

A.6.2.2.2 Communication and Management of the Work

- Management structure and responsibilities
- Occupational Health and Safety objectives for the project and arrangements for monitoring and review of Occupational Health and Safety performance
- Arrangements for Regular liaison between parties on site

- Consultation with the workforce
- The exchange of design information between the Client, Engineer, supervisors and subcontractor/ss on site
- Handling design changes during the project
- Selection and control of subcontractor/ss
- The exchange of Occupational Health and Safety information between all subcontractor/ss
- Security
- Site induction and onsite training
- Facilities and first-aid
- The reporting and investigation of accidents and incidents
- The production and approval of risk assessments and method statements
- Site Occupational Health and Safety rules
- Fire and emergency procedures
- Reporting to the Client i.e. results of Occupational Health and Safety inspections, incident and incident investigations and committee meetings
- Reporting of incidents to the Department of Labour and Compensation insurer where appropriate.

A.6.2.2.3 Arrangements for Controlling Significant Site Risks

The following are some examples requiring arrangements for controlling the most significant site risks:-

Safety risks

- Services, including temporary electrical installations
- Preventing employees from falling into excavations, from trucks etc.
- Work with, on or near fragile materials
- Control of lifting operations
- The maintenance of plant and equipment
- Poor ground conditions
- Traffic routes and segregation of vehicles and pedestrians
- Storage of hazardous materials
- Dealing with existing unstable structures/land
- Accommodating adjacent land use
- Other significant safety risks as and when identified
- Health risks
- Storage and use of hazardous chemical substances
- Dealing with contaminated land or material
- Manual handling
- Reducing noise and vibration
- Provision of adequate lighting
- Ventilation considerations
- Extreme heat and cold temperature considerations
- Dealing with HIV/Aids and other illnesses

- Provision of and maintaining ablution and eating facilities
- Other significant health risks as and when identified

A.7 HEALTH AND SAFETY FILE

The Contractor/s shall in terms of Construction Regulations 5(7) maintain a Health and Safety File on site at all times. The Health and Safety File is a file or other permanent record containing information on aspects of the construction project - which will be necessary to ensure the health and safety of any person who may be affected by the construction work. The Contractor/s shall appoint a suitably qualified person to prepare the Health and Safety File and to keep it up to date for the duration of the contract. The Health and Safety file shall include the following information:-

- Notification of Construction Work (Construction Regulation 3.) (Schedule A)
- Copy of O H&S Act (updated) (General Administrative Regulation 4.)
- Proof of Registration and good standing with a COID Insurer construction regulations 5(j)
- Copy of health and safety plan Construction Regulation 7 (2)a
- H &S Programme agreed with Client including the underpinning Risk Assessment and Method Statements (Construction regulation 5 (1))
- A list of Contractor/ss (Subcontractor/ss) including copies of the agreements between the parties and the type of work being done by each Contractor/s (Construction Regulation 9(6))
- Appointment / Designation forms required by the ACT and

Regulations. Registers as follows:

Accident / Incident Register (Annexure 1 of the General Administrative Regulations)

- O H&S Representatives Inspection Register
- Excavations Inspection
- Lifting Equipment
- Demolition Inspections
- Designers inspection of Structures Record
- Arc & Gas Welding & Flame Cutting Equipment Inspections
- Construction Vehicles & Mobile Plant Inspections
- Electrical Installation and Machinery Inspections
- Fire Equipment Inspection & Maintenance
- First Aid
- Hazardous Chemical Substances
- Lifting Tackle and Equipment Inspections
- Inspection of Cranes
- Inspection of Ladders
- Machinery Inspections
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections
- Accommodation of traffic daily inspection book

Schedule B is a list of the records to be kept on site .

The Health & Safety File shall be handed over to the Client on completion of the contract. It must contain all the documentation handed to Contractor/s by any sub-contractor/ss together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

A.8 RISK ASSESSMENT

Before commencement of any construction work during the construction period, the Contractor/s shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 9 of the Construction Regulations 2014).

Risk is a measure of the likelihood that the harm from a particular hazard will be realized, taking into account the possible severity of the harm. Harm to people includes death, injury (permanent or temporary), physical or mental health or any combination thereof. Risk management in health and safety includes the identification of hazards, assessing risks, taking action to eliminate or reduce the risk, monitoring the effectiveness and performing regular reviews of the entire process. The Contractor/s shall compile method statements to address or handle the following:

- Hazards particulars to contract
- Identify what could go wrong and how
- Identify the likelihood of this happening
- Identify the persons at risk
- Identify the extent of possible harm
- Measures to eliminate or reduce each risk
- A monitoring plan
- A review plan

Contractor/ss must ensure that all subcontractor/ss conduct risk assessments for their scope of work as well.

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineers, subcontractor/ss, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor/s.

A.9 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

A.9.1 Health and Safety Plan

The Contractor/s shall appoint his employees and any subcontractor/ss to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Client shall ensure that all subcontractor/ss and employees are committed to the implementation of his Safety Plan.

A.9.2 Health and Safety Induction Training

The Contractor/s shall ensure that all employees under his control, including subcontractor/ss and their employees, undergo a health and safety induction training course by a competent

person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor/s shall ensure that every employee or visitor on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

A.9.3 OH&S Training Requirements

(As required by the Construction Regulations and as indicated by the O H&S Specification and the Risk Assessment/s):

- General Induction (Section 8 of the OH & S Act)
- Site / Job Specific Induction (also visitors) (Section 8 & 9 of the Act)
- Site/Project Manager
- Construction Supervisor
- O H&S Representatives (Section 18 (3) of the Act)
- Training of the Appointees
- Operation of Cranes (Driven Machinery Regulation 18 (11))
- Operators and Drivers of Construction Vehicles & Mobile Plant (Construction Regulation 23)
- Basic Fire Prevention & Protection (Environmental Regulations 9 and Construction regulation 29)
- Basic First Aid (General Safety Regulations Annexure Regulation 3)
- Storekeeping Methods & Safe Stacking (Construction Regulation 28)
- Emergency, Security and Fire Coordinator

A.10.1 Construction Supervisor

The Contractor/s shall appoint a full-time Construction Supervisor with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

A .10.2 Construction Safety Officer

Subject to the decision by the Inspector of the Department of Labour and taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor/s shall appoint in writing a full time or part time Construction Safety Officer. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision will be made in the Bill of quantities to cover the cost of a dedicated construction safety officer appointed after award of the contract if so ordered by the Engineer.

A .10.3 Health and Safety Representatives

In terms of Sections 17 and 18 of the Act 85 (OHSA 1993) the Contractor/s shall appoint a health and safety representative whenever he has more than 20 employees in his employ on the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific work place.

The number of health and safety representatives for a work place shall be at least one for every 50 employees.

The function of the health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor/s), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor/s) or inspector on general matters affecting the health and safety of employees, to inspect the work place, plant, machinery etc. on a regular basis, to participate in consultations with inspectors and to attend meetings of the health and committee.

A .10.4 Health and Safety Committee

In terms of Sections 17 and 18 of the Act (OHSA 1993) the Contractor/s (as employee), shall establish one or more health and safety committee(s). Where there are two or more health and safety representatives at a work place, the persons selected by the Contractor/s to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor/s and the inspector, and to make recommendations regarding health and safety to the Contractor/s and to keep record of meetings, recommendations and reports made by the committee.

A.10.5 Competent Persons

In accordance with the Construction Regulations the Contractor/s shall appoint, in writing, competent persons responsible for supervising construction work for the following work situations that may be expected on the site of the works.

- (a) Risk assessment (Regulation 9);
- (b) Fall protection (Regulation 10);
- (c) Structures (Regulation 11);
- (d) Form work and support work (Regulation 12);
- (e) Excavation work (Regulation 13);
- (f) Demolition work (Regulation 14);
- (g) Tunneling (Regulation 15);
- (h) Scaffolding work (Regulation 16);
- (i) Suspended platform operations (Regulation 17);
- (j) Cranes (Regulation 22);
- (k) Construction vehicle and mobile plant (Regulation 23);
- (l) Electrical installation and machinery on construction site (Regulation 24);
- (m) Use and temporary storage of flammable liquids on construction site (Regulation 25);
- (n) Water Environments (Regulation 26);
- (o) Housekeeping on construction sites (Regulation 27)
- (p) Stacking and storage on construction sites (Regulation 28);
- (q) Fire precautions on construction sites (Regulation 29); and
- (r) Construction welfare facilities (Regulation 30).

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor/s from any of his responsibilities to comply with all requirements of the Construction Regulations.

Before commencement of work under the contract, the Contractor/s shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor/s's duties and responsibilities are clearly set out in the Construction Regulations 2014, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor/s of any of his duties and

responsibilities in terms of the Construction Regulations.

In addition, the Contractor/s shall also comply with the requirements of the Compensation of Occupational Injuries and Diseases Act 130 of 1993 (COIDA) and to this effect shall submit a letter of good standing with the compensation Insurer to the Client before work on site commences.

(a) Contractor/ss Position in Relation to the Employer (Client) (Regulation 5)

In accordance with Section 5 of the Regulations, the Contractor/s shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Contractor/s and Subcontractor (Regulation 7)

The Contractor/s is in terms of the definition in Regulation 2(b) the equivalent of Contractor/s as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 7.

Any subcontractor/ss employed by the Contractor/s shall be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor/s shall, however, provide and demonstrate to the Contractor/s a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor/s shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2014.

(c) Supervision of Construction Work (Regulation 8)

The Contractor/s shall appoint the safety and other personnel and employees as required in terms of Regulation 8. Appointment of those personnel and employees does not relieve the Contractor/s from any of the obligations under Regulation

(d) Risk Assessment (Regulation 9)

The Contractor/s shall have the risk assessment performed before commencement of the work, and it must be available on site for inspection at all times. The Contractor/s shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractor/ss under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor/s, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training.

(e) Fall Protection (Regulation 10)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 10 of the Construction Regulations.

(f) Structures (Regulation 11)

The Contractor/s will be liable for all claims arising from the collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings

related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or in sufficient design standards on which the specification and the drawings are based.

In addition, the Contractor shall comply with all aspects of Construction Regulation 11 of the Construction Regulations. A contractor/s must ensure that –

1 (a) all reasonably practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work.

(b) no structure or part of a structure is loaded in a manner which would render it unsafe;

(c) all drawings pertaining to the relevant structure to be kept on site and are available on request to an inspector, other contractor/ss, the clients agent or employees.

(g) Form work and Support Work (Regulation 12)

The Contractor/s will be responsible for the adequate design of all form work and support structures by a competent person.

All drawings pertaining to form work shall be kept on site and all equipment and materials used in for work shall be carefully examined and checked for suitability by a competent person. A design certificate of the form work and support structures shall be submitted by a professional Engineer.

The provisions of Regulation 12 of the Construction Regulations shall be followed in every detail.

(h) Excavation Work (Regulation 13)

It is essential that the Contractor/s shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor/s shall therefore ensure that all excavation work is in terms of the Standard Specifications and Project Specifications and the Construction Regulations, carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor/s from any of his duties and responsibilities under Regulation 13 of the Construction Regulations.

(i) Demolition work (Regulation 14)

(1) A contractor/s must appoint a competent person in writing to supervise and control all demolition work on site.

(2) A contractor/s must ensure that before any demolition work is carried out, and in order to ascertain the method of demolition to be used, a detailed structural engineering survey of the structure to be demolished is carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed by that person.

(3) During a demolition, the competent person contemplated in sub regulation (1) must check the structural integrity of the structure at intervals determined in the method statement contemplated in sub regulation (2), in order to avoid any premature collapses.

(4) A contractor/s who performs demolition work must-

- (a) with regard to a structure being demolished, take steps to ensure that-
 - (i) no floor, roof or other part of the structure is overloaded with debris or material in a manner which would render it unsafe;
 - (ii) all reasonably practicable precautions are taken to avoid the danger of the structure collapsing when any part of the framing of a framed or partly framed building is removed, or when reinforced concrete is cut; and
 - (iii) precautions are taken in the form of adequate shoring or other means that may be necessary to prevent the accidental collapse of any part of the structure or adjoining structure;
- (b) ensure that no person works under overhanging material or a structure which has not been adequately supported, shored or braced;

- (c) ensure that any support, shoring or bracing contemplated in paragraph (b), is designed and constructed so that it is strong enough to support the overhanging material;
 - (d) where the stability of an adjoining building, structure or road is likely to be affected by demolition work on a structure, take steps to ensure the stability of such structure or road and the safety of persons;
 - (e) ascertain as far as is reasonably practicable the location and nature of electricity, water, gas or other similar services which may in any way be affected by the work to be performed, and must before the commencement of demolition work that may affect any such service, take the steps that are necessary to render circumstances safe for all persons involved;
 - (f) cause every stairwell used and every floor where work is being performed in a building being demolished, to be adequately illuminated by either natural or artificial means;
 - (g) cause convenient and safe means of access to be provided to every part of the demolition site in which persons are required to work; and
 - (h) erect a catch platform or net above an entrance or passageway or above a place where persons work or pass under, or fence off the danger area if work is being performed above such entrance, passageway, or place so as to ensure that all persons are kept safe where there is a danger or possibility of persons being struck by falling objects.
- (5) A contractor/s must ensure that no material is dropped to any point, which falls outside the exterior walls of the structure, unless the area is effectively protected.
- (6) No person may dispose of waste and debris from a high place by a chute unless the chute-
- (a) is adequately constructed and rigidly fastened;
 - (b) if inclined at an angle of more than 45 degrees to the horizontal, is enclosed on its four sides;
 - (c) if of the open type, is inclined at an angle of less than 45 degrees to the horizontal;
 - (d) where necessary, is fitted with a gate at the bottom end to control the flow of material; and
 - (e) discharges into a container or an enclosed area surrounded by barriers.
- (7) A contractor/s must ensure that every chute used to dispose of rubble is designed in such a manner that rubble does not free-fall and that the chute is strong enough to withstand the force of the debris travelling along the chute.
- (8) A contractor/s must ensure that no equipment is used on floors or working surfaces, unless such floors or surfaces are of sufficient strength to support the imposed loads.
- (9) Where a risk assessment indicates the presence of asbestos, a contractor/s must ensure that all asbestos related work is conducted in accordance with the Asbestos Regulations, 2001, promulgated by Government Notice No. R. 155 of 10 February 2002.
- (10) Where a risk assessment indicates the presence of lead, a contractor/s must ensure that all lead related work is conducted in accordance with the Lead Regulations, 2001, promulgated by Government Notice No. R.236 of 28 February 2002.
- (11) Where the demolition work involves the use of explosives, a method statement

must be developed in accordance with the applicable explosives legislation, by an appointed person who is competent in the use of explosives for demolition work and all persons involved in the demolition works must adhere to demolition procedures issued by the appointed person.

(12) A contractor/s must ensure that all waste and debris are as soon as reasonably practicable removed and disposed of from the site in accordance with the applicable legislation.

(j) Tunneling (Regulation 15)

The Contractor/s shall comply with Regulation 13 wherever tunneling of any kind is involved.

(k) Scaffolding (Regulation 16)

The Contractor/s shall ensure that all the provisions of Regulation 16 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"]

(l) Cranes (Regulation 22)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(m) Construction Vehicles and Mobile Plant (Regulation 23)

The Contractor/s shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 23 as a minimum.

All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site. Construction Regulation 23 1

- (a) A contractor/s must ensure construction vehicles and mobile plant are of an acceptable design and construction.
- (b) Are maintained in good working order
- (c) Are used in accordance with their design and the intention for which they were designed, having due regard to safety and health.
- (d) Are operated by a person who has had appropriate training, is certified competent and in possession of proof of competence and is authorized in having to operate those construction vehicles and mobile plant. Also by a person who has a medical certificate of fitness to operate the construction vehicle and/or mobile plant and issued by an occupational health practitioner in the form of Annexure 3.
- (e) Have suitable and safe means of access and egress.
- (f) Are properly organized and controlled in any work situation by providing adequate signaling or other control arrangement to guard against the dangers relating to the movement of vehicles and plant, in order to ensure their continued safe operating.
- (g) Are prevented from falling into excavations, water or any other area lower than the working surface by installing adequate edge protection, which may include guardrails and crash barriers.
- (h) Are fitted with structures designed to protect the operator from falling material or being crushed should the vehicle or plant overturn.
- (i) Are equipped with an acoustic warning device which can be activated by the operator.
- (j) Are equipped with an acoustic automatic reverse ring alarm; and
- (k) Are inspected by the authorized operator or driver on a daily basis using a relevant checklist prior to use and that the findings of such inspection are recorded in a register kept in the construction vehicle or mobile plant. Construction Regulation 2 states
 - (a) A contractor/s must ensure that no person rides or is required or permitted to ride on a construction vehicle or mobile plant otherwise than in a safe place provided there on for that purpose;
 - (b) every contractor/s site is organized in such a way that, as far as reasonably practicable, pedestrians and vehicles can move safely and without risk to health;
 - (c) the traffic routes are suitable for the persons, construction vehicles or mobile plants using them, are sufficient in number, in suitable positions and of sufficient size;
 - (d) every traffic route is, where necessary, indicated by suitable signs;
 - (e) all construction vehicles and mobile plant left unattended at night, adjacent to a public road in normal use or adjacent to construction areas where works in progress, have appropriate lights or reflectors, in order to identify the location of the vehicles or plant;
 - (f) all construction vehicles or mobile plant when not in use, have brackets, controls in neutral position, motors stopped, wheels chocked, brakes set and ignition secured.
 - (g) whenever visibility conditions warrant additional lighting, all mobile plant are equipped with at least two headlights and two taillights when in operation;
 - (h) tools, material and equipment are secured and separately by means of a physical barrier in order to prevent movement when transported in the same compartment with employees.
 - (i) vehicles used to transport employees have seats firmly secured and adequate for the number of employees to be carried; and
 - (j) all construction vehicles or mobile plant travelling, working or operating on public roads comply with the requirement of the National Road Traffic Act, 1996.

(n) Use of Temporary Storage of Flammable Liquids on Construction Sites (Regulation 25)

The Contractor/s shall comply with the provisions of the General Safety Regulations (Government Notice R 1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(o) Water Environments (Regulation 26)

Where construction work is done over or in close proximity to water; the provisions of Regulation 24 shall apply.

(p) Housekeeping on Construction Sites (Regulation 27)

Housekeeping on all construction sites shall be in accordance with the provisions of the environmental Regulations for work places (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 27 of the Construction Regulations.

(q) Stacking and Storage on Construction Sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions of Regulation 26 of the Construction Regulations shall apply.

(r) Fire Precautions on Construction Sites (Regulation 28)

The provisions of the Environmental Regulations for workplaces. In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 28 of the Construction Regulations.

(s) Construction Welfare Facilities (Regulation 28)

The Contractor/s shall comply with the construction site provisions as in the Regulation 28 of the Construction Regulations.

(t) Non-compliance with the Construction Regulations 2014

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects. The Contractor/s, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter. Should the Contractor/s fail to comply with the provisions of the Regulations 3 to 30 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 33.

The Contractor/s is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.

(u) Emergency Procedures

The contractor/s shall submit for acceptance to the employers Health and Safety Agent an emergency procedure which include but not limited to fire, spills, accidents to employees and exposure to hazardous substances which:

Identify the key personnel who are to be notified of any emergency.

Set out details including contact particulars of available emergency services

and The actions and steps which are to be taken during an emergency.

The contractor/s shall within 24 hours of an emergency taking place notify the employers Health and Safety Agent in writing of the emergency and briefly outline what happened and how it was dealt with.

(v) Personal Protective Equipment and Clothing

The contractor/s shall ensure that

- (a) All workers are issued with the necessary PPE
- (b) all workers are identifiable at all times by having the company for which they work for printed on their overalls and there are clear procedures in place for the replacement of lost, stolen, worn or damaged PPE or clothing.

(w) First Aid, Emergency Equipment and Procedures

1) The contractor/s shall where more than five employees are employed at a workplace, provide a first aid box or boxes at or near the workplace which shall be available and accessible for the treatment of injured persons at that workplace. Such first aid boxes shall contain suitable first aid equipment.

2) The contractor/s shall ensure that where there are more than ten employees employed on the site that for every group of up to fifty employees at that workplace, at least one person is readily available during working hours, who is competent and in possession of a valid first aid certificate.

(x) Facilities for workers

1) The contractor/s shall provide and keep clean and fit for use at or within reasonable access of the site:

- a) At least one shower facility for every 15 workers
- b) At least one sanitary facility for every 30 workers
- c) changing facilities for each sex
- d) Sheltered eating areas

2) A contractor/s shall provide reasonable and suitable living accommodation for the workers at construction sites which are remote from their homes and where adequate transportation between the site and their homes, or other suitable living accommodation, is not available.

(y) Electrical Installation (Construction Regulations 24)

A contractor/s must, in addition to compliance with the Electrical Installation Regulations, 2009, and the Electrical Machinery Regulations, 1988, promulgated by Government Notice no. 1593 of 12 August 1988 ensure that-

- a) before construction commences and during the progress thereof, adequate steps are taken to ascertain the presence of and guard against danger to workers from any electrical cables or apparatus which is under, over or on the site;

b)all parts of electrical installations and machinery are of adequate strength to withstand the working conditions on construction sites;

c)the control of all temporary electrical installations on the construction site is designated to a competent person who has been appointed in writing for that purpose;

d)all temporary electrical installations used by the contractor/s are inspected at least once a week by a competent person and the inspection findings are recorded in a register kept on the construction site; and

e)all electrical machinery is inspected by the authorized operator or user on a daily basis using relevant checklist prior to use and the findings of inspection are recorded in a register kept on the construction site.

(z) Environmental Impact The NEMA ACT, National Environmental Waste Act No.59 of 2008

Is to reform the law regulating waste management in order to protect health and the environment by providing reasonable measures for the prevention of pollution and ecological degradation and for securing ecologically sustainable development to provide for institutional arrangements and planning matters; to provide for national norms and standards for regulating the management of waste by all spheres of government; to provide for specific waste management systems/ measures; to provide for the licensing and control of waste management activities; to provide for the remediation of contaminated land; to provide for the national waste information system; to provide for compliance and enforcement; and to provide for matters connected therewith.

It is the right of the State, therefore every contractor/s responsible for implementing this ACT and must put in place uniform measures that seek to reduce the amount of waste that is generated and, where waste is generated, to ensure that waste is re-used, recycled and recovered in an environmentally sound manner before being safely treated and disposed of.

A.12 PROJECT / SITE SPECIFIC REQUIREMENTS

Project Specification which lists specific activities and considerations that have been identified for the project and the construction site and for which Risk Assessments, Safe Working Procedures (SW P), management and control measures and Method Statements (where necessary have to be developed by the Principal Contractor/s.

A.13 ARRANGEMENTS FOR MONITORING AND REVIEW

The Client will conduct a Monthly Audit to audit compliance with Construction Regulation 7 (1)

(d) to ensure that the Contractor/s has implemented and is maintaining the agreed and approved O H & S Plan. Schedule C will be used as a form at when conducting the audit. The Client reserves the right to conduct other ad hoc audits and inspections as deemed necessary.

A representative of the Contractor/s shall accompany the Client on all audits and inspections and may conduct his own audit/inspection at the same time. Each party will, however, take responsibility for the results of his own audit/inspection results.

A.14 MEASUREMENT AND PAYMENT

Payment for the Contractor/s's obligations in respect of the Occupational Health and Safety Act and Construction Regulations shall be made through three payment items described below. The three payment items together shall include full compensation for all personnel (including a dedicated full time Construction Safety Officer), costs and incidentals in respect of compliance with and enforcement of the Health and Safety specifications, which shall include for the compilation, presentation, implementation and maintenance of the site Health and Safety Plan as contemplated in Regulation 5 of the Construction Regulations.

In tendering rates for the three items the Contractor/s shall ensure that the sum of the amounts for the three items shall not be less than one percent (1%) of the Tender Amount.

Item 1.A.1

Contractor/s's initial obligations in respect of the Occupational Health and Safety Act and Construction Regulations (Sum)

The full amount will be paid in one installment only once:-

- (a) The Contractor/s has notified the Provincial Director of the Department of Labour in writing of the project.
- (b) The Contractor/s has made the required initial Appointments of Employees and Sub-Contractor/ss.
- (c) The Client has approved the Contractor/s's Health and Safety Plan.
- (d) The Contractor/s has set up his Health and Safety File.

Item 1.A .2

Contractor/ss' time related obligations in respect of the Occupational Health and Safety Act and Construction Regulations (Sum)

Payment shall be effected as follows only after payment for Item 1.A .1 has been made. Payment of incremental amounts (calculated by dividing the sum by the contract duration in months as stated in the Appendix to the Form of Tender) will be authorized in each of the subsequent progress certificates for the authorized duration of the contract. The tendered sums shall not be exceeded without prior approval from the Engineer.

Item 1.A .3

Submission of the Health and Safety File (Sum)

This amount will be paid only once the Contractor/s has met all his obligations in respect of the Occupational Health and Safety Act and the Construction Regulations and has submitted his Health and Safety File complete as envisaged on this specification to the Client's satisfaction.

SCHEDULE A
NOTIFICATION OF CONSTRUCTION WORK
Regulation 4 of the Construction Regulations, 2014

1.(a) Name and postal address of Principal Contractor/s:

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1.(b) Name and telephone number of Principal Contractor/s's contact person:

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2. Principal Contractor/ss compensation registration number:

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3.(a) Name and postal address of Client:

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3.(b) Name and telephone number of Clients contact person or agent:

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4.(a) Name and postal address of designer(s) for the project:

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4.(b) Name and telephone number of designer's contact person:

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5. Name and telephone number of principal Contractor/ss construction supervisor on site appointed in terms of regulations 8(1)

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6. Name/s of principal Contractor/ss sub-ordinate supervisors on site appointed in terms of regulation 8(2):

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7. Exact physical address of the construction site or site office:

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8. Nature of the construction work:

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9. Expected commencement date:

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10. Expected completion date:

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11. Estimated maximum number of persons on the construction site:

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12. Planned number of Contractor/ss on the construction site accountable to principal Contractor/s:

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13. Name(s) of Contractor/s already chosen:

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.....
Principal Contractor/s

.....
Date

.....
Client

.....
Date

- THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR PRIOR TO COMMENCEMENT OF WORK ON SITE
- ALL PRINCIPAL CONTRACTOR/SS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

SCHEDULE B
RECORDS TO BE KEPT ON SITE

ITEM	Clause Reference	RECORD TO BE KEPT	RESPONSIBLE PERSON
1	4(1)	Notification to Provincial Director – Schedule A Available on site	Principal Contractor
2	5(1)m	Copy of Principal Contractor/s's Health & Safety Plan Available on request	Client (Consultant
3	7(1)b	Copy of Principal Contractor/s's Health & Safety Plan As well as each Contractor/s's Health & Safety Plan Available on request	Principal Contractor /s
4	7(1)b	Health & Safety File opened and kept on site (including all documentation required i.t.o. OHS & Regulations Available on request	Contractor/s
5	7(1)	Consolidated Health & Safety File handed to Client on completion of Construction work. To include all documentation required i.t.o. OHS & Regulations and records of all drawings, designs, materials used and similar information on the structure.	Principal Contractor /s
6	7(1)	Comprehensive and Updated List of all Contractor/ss on site, the agreements between the parties and the work being done Included in Health & Safety file and available on request	Principal Contractor /s
7	7(1)	Keep record on the Health & safety File of the input by Construction Safety Officer [CR 6 (6)] at design stage or on the Health & Safety Plan	Contractor/s
8	9(1)	Risk Assessment Available on site for inspection	Contractor/s
9	7(7)	Proof of Health & Safety Induction Training	Every Employee on site
10	10(3)	Construction Supervisor has latest updated version of Fall Protection Plan	Contractor/s
11	9(1)	Inform Contractor/s in writing of dangers and hazards relating to construction work	Designer of Structure
12	11(1)(c)	All drawings pertaining to the design of structure On site available for inspection	Contractor/s
13	11(2)(b)	Record of inspection of the structure [First 2 years – once every 6 months, thereafter yearly]	Owner of Structure
14	11(2)(c)	Maintenance records – safety of structure Available on request	Owner of Structure
15	12(3)(c)	Drawings pertaining to the design of formwork/support work structure Kept on site, available on request	Contractor/s
16	13(h)(1)	Record of excavation inspection On site available on request	Contractor/s
17	17(2)(c)iv	Suspended Platform inspection and performance test records Kept on site available on request	Contractor/s
18	23(1)(k)	Findings of daily inspections (prior to use) of construction vehicles and mobile plant	Contractor/s
19	24(e)	Record of temporary electrical installation inspections and electrical machinery in a register and kept on site	Contractor/s
20	HCSR 9A	Records of MSDS for all, as reasonably practicable, hazardous chemical substances free of charge in the form of Annexure 8	Contractor/s
21			
22			
23			

SCHEDULE C

OCCUPATIONAL HEALTH AND SAFETY: AUDIT SYSTEM

Section/ Regulation	Subject	Requirements	1.1.1.2 Yes/No
Construction. Regulation 4	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site	
General Admin. Regulation 4	Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site Readily available for perusal by employees	
COLD Act Section 80	Registration with Compensation Insurer	Written proof of registration / Letter of good standing available on Site	
Construction. Regulation 7	OH&S Specification & Plan	H&S Specification received from Client OH&S plan developed Updated regularly	
Construction. Regulation 9	Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded Risk Assessment and Plan drawn up/Updated Risk Assessment Plan available on Site Employees/Subcontractor/ss informed/trained	
CR 8(1)	Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.	
Construction. Regulation 8(7)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor	
Construction. Regulation 8(8)	Designation of Subordinate Person	Competent person appointed in writing as Sub-ordinate Construction Supervisor	
Section 17 & 18 of OHS Act 85 of 1993	Designation of Occupational Health & Safety Representatives	More than 20 employees - one OH&S Representative, one additional OH&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified. Meaningful OH&S Rep. reports. Reports actioned by Management.	
Section 19 & 20 of OHS Act 85 of 1993	Occupational Health & Safety Committee/s	OH&S Committee/s established. Members appointed in writing. Meetings held monthly. Minutes kept. Actioned by Management.	
Section 37 of OHS Act 85 of 1993	Agreement with Mandatories (Subcontractor/ss)	Written agreement with Subcontractor/ss. List of Subcontractor/ss displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Work Supervisor designated Written arrangements concerning OH&S Reps & OH&S Committee Written arrangements regarding First Aid	
Construction. Regulation 10	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site	
Construction. Regulation 10(5)	Roofwork	Competent person appointed to plan & supervise Roofwork. Proof of appointees competence available on Site Risk Assessment carried out Roofwork Plan drawn up/updated Roofwork inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof available	

Section/ Regulation	Subject	Requirements	1.1.1.2 Yes/No
Construction. Regulation 11	Structures	Information re. the structure being erected received from the Designer including: - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers / hazards / special Measures to construct safely Risk Assessment carried out Method statement drawn up All above available on Site Structures inspected before each shift. Inspections register kept	
Construction. Regulation 12	Formwork & Support work	Competent person appointed in writing to supervise erection, maintenance, use and dismantling of Support & Formwork Design drawings available on site Risk Assessment carried out Support & Formwork inspected: - before use/inspection - before pouring of concrete - weekly whilst in place - before stripping/dismantling. Inspection register kept	
Construction. Regulation 16	Scaffolding	Competent persons appointed in writing to: - erect scaffolding (Scaffold Erector/s) - act as Scaffold Team Leaders - inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Written Proof of Competence of above appointees available on Site Copy of SABS 085 available on Site Risk Assessment carried out Inspected weekly/after bad weather. Inspection register/s kept	
Construction. Regulation 16	Suspended Scaffolding	Competent persons appointed in writing to: - erect Susp.scaffolding (Scaffold Erector/s) - act as Susp.Scaffold Team Leaders - inspect Susp.Scaffolding weekly and after inclement weather (Scaffold Inspector/s) Risk Assessment conducted Certificate of Authorization issued by a registered professional Engineer available on Site/copy forwarded to the Department of Labour The following inspections of the whole installation carried out by a competent person - after erection and before use - daily prior to use. Inspection register kept The following tests to be conducted by a competent person: - load test of whole installation and working parts every 12 months - hoisting ropes/hooks/load attaching devices quarterly. Tests log book kept Employees working on Susp.Scaffold medically examined for physical & psychological fitness. Written proof available	

Section/ Regulation	Subject	Requirements	1.1.1.2 Yes/No
Construction. Regulation 13	Excavations	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used	
Construction. Regulation 14	Demolition Work	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept	
Construction. Regulation 19	Materials Hoist	Competent person appointed in writing to inspect the Material Hoist Written Proof of Competence of above appointee available on Site. Materials Hoist to be inspected weekly by a competent person. Inspections register kept.	
Construction Regulations 15	Tunneling	Risk assessment carried out Comply with Mine Health and Safety Act 29 of 1996	

Section/ Regulation	Subject	Requirements	1.1.1.2 Yes/No
Construction. Regulation 22/ Driven Machinery Regulations 18 & 19	Cranes & Lifting Machines Equipment	Competent person appointed in writing to inspect Cranes, Lifting Machines & Equipment Written Proof of Competence of above appointee available on Site. Cranes & Lifting tackle identified/numbered Register kept for Lifting Tackle Log Book kept for each individual Crane Inspection: - All cranes - daily by operator - Tower Crane/s - after erection/monthly - Other cranes - annually by comp. person - Lifting tackle (slings/ropes/chainslings etc.) - 3 monthly Risk Assessment carried out	
Electrical Machinery Regulations 9 & 10/Electrical Installation Regulations	Inspection & Maintenance of Electrical Installation & Equipment (including portable electrical tools)	Competent person appointed in writing to inspect/test the installation and equipment. Written Proof of Competence of above appointee available on Site. Inspections: - Electrical Installation & equipment inspected after installation, after alterations and quarterly. Inspection Registers kept Portable electric tools and -lights and extension leads identified/numbered. Monthly visual inspection by User/Issuer/Storeman. Register kept.	
Construction. Regulation 26	Water Environments	Competent person appointed in writing to supervise diving operations and ensure maintenance, statutory inspection and testing by an Approved Inspection Authority of equipment used Written Proof of Competence of above appointee available on Site Proof of registration of all divers present on site available Risk Assessment carried out Diving Manual produced. Available on Site Record of Voice Communications kept Diving Operations record kept Each Diver keeps a personal logbook. Entries countersigned by the Diving Supervisor Decompression tables available on Site Records of any Decompression illness kept Certificate of Manufacture of any Compression Chamber or Diving Bell in use available on Site	
General Safety Regulation 8(1)(a)	Designation of Stacking & Storage Supervisor.	Competent Person/s with specific knowledge and experience designated to supervise all Stacking & Storage Written Proof of Competence of above appointee available on Site	
Construction. Regulation 29/ Environmental Regulation 9	Designation of a Person to Co-ordinate Emergency Planning And Fire Protection	Person/s with specific knowledge and experience designated to co-ordinate emergency contingency planning and execution and fire prevention measures Emergency Evacuation Plan developed: - Drilled/Practiced - Plan & Records of Drills/Practices available on Site Fire Risk Assessment carried out All Fire Extinguishing Equipment identified and on Register. Inspected weekly. Inspection Register kept Serviced annually	

Section/ Regulation	Subject	Requirements	1.1.1.2 Yes/No
General Safety Regulation 3	First Aid	Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed) First Aid freely available Equipment as per the list in the OH&S Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aiders and Certificates Name of person/s in charge of First Aid box/es displayed. Location of F/Aid box/es clearly indicated. Signs instructing employees to report all injuries/illness including first aid injuries	
General Safety Regulation 2	Personal Safety Equipment (PSE)	PSE Risk Assessment carried out Items of PSE prescribed/use enforced Records of Issue kept Undertaking by Employee to use/wear PSE	
General Safety Regulation 9	*Inspection & Use of Welding/Flame Cutting Equipment	Competent Person/s with specific knowledge and experience designated to Inspect Electric Arc, Gas Welding and Flame Cutting Equipment Written Proof of Competence of above appointee available on Site Equipment identified/numbered and entered into a register Equipment inspected monthly. Inspection Register Kept	
Hazardous Chemical Substances (HCS)	*Control of Storage & Usage of HCS	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS Written Proof of Competence of above appointee available on Site Risk Assessment carried out Register of HCS kept/used on Site	
Vessels under Pressure Regulations	Vessels under Pressure (VUP)	Competent Person/s with specific knowledge and experience designated to supervise the use, storage, maintenance, statutory inspections & testing of VUP's Written Proof of Competence of above appointee available on Site Risk Assessment carried out Certificates of Manufacture available on Site Register of VUP's on Site Inspections & Testing by Approved Inspection Authority (AIA): - after installation/re-erection or repairs - every 36 months. - Register/Log kept of inspections, tests. Modifications & repair	
Construction. Regulation 23	Construction Vehicles & Earth Moving Equipment	Operators/Drivers appointed to: - Carry out a daily inspection prior to use - Drive the vehicle/plant that he/she is competent to operate/drive Written Proof of Competence of above appointee available on Site Record of Daily inspections kept	
General Safety Regulation 13A	Inspection of Ladders	Competent person appointed in writing to inspect Ladders Ladders inspected at arrival on site and monthly thereafter. Inspections register kept	
General Safety Regulation 13B	Ramps	Competent person appointed in writing to Supervise the erection & inspection of Ramps. Inspection register kept	

SCHEDULE D: FORM OHS 1

OCCUPATIONAL HEALTH AND SAFETY: CHECK LIST

1. HEALTH AND SAFETY POLICY

- (a) Can a copy of current health and safety policy including Procedures for risk assessment be supplied. Yes No
- (b) Please give full reasons, on a separate sheet, if the health and safety policy cannot be provided

2. HEALTH AND SAFETY ADVICE

Do you :-

- (a) Employ a full time health and safety advisor? Yes No
- (b) Use the services of a health and safety consultant? Yes No
- (c) Have access to the services of a health and safety group? Yes No

3. ACCIDENT AND INCIDENT STATISTICS

- (a) Have any dangerous occurrences been reported within the last three years? Yes No

If Yes, please give brief details :-

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- (b) Has any employee or persons under your control been fatally injured at work within the last three years? Yes No

If Yes, please give brief details:-

.....

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Name of Firm :

(Block Capitals)

Tenderer Name :

(Block Capitals)

Signature : Date :

SCHEDULE E: FORM OHS 2

OCCUPATIONAL HEALTH AND SAFETY STATEMENT BY CONTRACTOR/S

I, duly authorised to represent

..... (C
ompany

name) in my capacity as
.....

(Designation) hereby confirm that I accept full and exclusive responsibility for compliance by myself and all persons who perform work for me with the provisions of the Occupational and Safety Act, No.85 of 1993 (as amended) and all regulations promulgated from time to time, whilst performing work on : Contract No. :

Contract Title :
.....

:

I confirm that all employees who perform work on the site shall be properly trained to do this in a manner which is safe and without risk to health and safety to themselves and others in the vicinity and undertake to have our activities adequately supervised in the interest of health and safety.

Name of Firm : (Block

Capitals) Tenderer Name :
(Block Capitals)

Signature :

Date :

**APPOINTMENT OF A CONTRACTOR TO PROVIDE SERVICES FOR THE
CONSTRUCTION OF NEW IMIZI YEZIZWE (INKOSI KHUMALO) IN
KWAZULU-NATAL**

**SAFETY, HEALTH AND ENVIRONMENTAL RISK
MANAGEMENT**

BASELINE RISK ASSESSMENT

**SAFETY, HEALTH AND ENVIRONMENTAL RISK MANAGEMENT
BASELINE RISK ASSESSMENT**

Brief description of Process / Task / Item..... All Possible Hazards / Risks

ID#	Type of Hazard	Hazard Quantification	Risk Identification	Existing Controls	Risk Rating						
					Prob	Severity			Freq	Total	Category
						Injury	Loss	Cost			
1.	HIV / AIDS	Killer disease	Death	Protection issue	10	10	10	6	10	46	A - Very High
			Sick	Hygiene							
				Awareness training							
2.	Noise	85dBA	NIHL	PPE	7	8	1	5	5	26	C – Medium Risk
			Discomfort	Noise inhibitors							
			Stress	Training							
				Enforcing							
3.	Hydrocarbons	TWA-OEL-RL	Any disease or pathological	PPE	N/A	N/A	N/A	N/A	N/A	N/A	N/A
		Various ^a	Manifestations	Permits							
		Table 3 of HCSR		Training							
		Leukemia		enforcing							
4.	Working at heights		Falls, injuries	Training, PPE (harness usage)	2	1	1	2	2	8	E – Very Low Risk
		>2 meters									

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						Injury	Loss	Cost			
5.	Falling objects		Injuries to others	Training, Barricade under area	4	4	2	3	2	15	D – Very Low Risk
			Equipment / Tools damage	Lanyards to tools and equipment							
		>2 meters									
6.	Handling hazardous chemical substances	Various as per HCSR	Over exposure	PPE, training, MSDS availability and adherence	4	3	2	5	2	16	D – Very Low Risk
		HCSR 9A	Health risk	Correct storage and handling							
			Fire	Correct waste disposal							
			Pollution								
7.	Electrical power tools		Electrical shock	Control, checks, registers, issue	7	8	1	5	4	25	C – Medium Risk
			Injuries	Training							
			Bad workmanship	Audits							
			Low productivity								
8.	Use of Hand tools		Injuries, damage	PPE, checks, control, training	9	3	1	5	10	28	C – Medium Risk
			Reynard phenomenon	Enforce use of PPE							
			Any disease								

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						Injury	Loss	Cost			
9.	Lifting equipment and gear		Injuries, damage, production Loss	Legal testing and checks, register	5	10	5	9	5	34	B – High Risk
				Control by identification							
				Replace defective equipment							
10.	Gas welding / Cutting		Occupational asthma	PPE, training	3	8	9	6	3	29	C – Medium Risk
			Fire, explosion	Permits							
				Storage standards							
11.	Electrical welding and / or Electrical Installation	Construction Regulations 24	Occupational asthma	PPE, training	7	9	10	6	5	37	B – High Risk
			Fire, electrical shocks	Permits							
			Sparks	Certificate of Compliance							
			Flashes, non-ionizing radiation	Competency Certs							
12.	Work on ladders and / or scaffolding	Over laden flooring boards	Falls, injuries	Checks, identification of hazards, defects, register	4	4	2	3	2	15	D – Low Risk
		Waste not removed continuously	Damage	No unauthorised modification to scaffolding							
		Openings in floor boards	Time delays	Tag scaffolds safe for use / not safe for use							
			Unstable construction								

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						Injury	Loss	Cost			
13.	Working in enclosed areas / confined spaces / excavations	As per OHS Act	Asphyxiation, death	Permits to work, PPE	5	4	4	3	3	19	D – Low Risk
			Injuries	OHS Act requirements							
			Side collapse	Training							
14.	Fire		Damage, time loss	Permits, storage control	2	2	3	3	2	12	D – Low Risk
			Costs	Good housekeeping							
			Injuries	Training							
				No fires allowed							
15.	Environmental pollution	NEMA ACT 59	Air, ground and water pollution	Site and company legal requirements	7	2	5	6	10	30	C – Medium Risk
			Workplace pollution	Audits							
				Good housekeeping at all times at work areas and laydown areas							
16.	Handling / use of gas cylinders		Explosion, fire, damage, injury	Training, safe storage, correct handling	3	8	9	6	3	29	C – Medium Risk
				Correct use of tools							
				PPE							
				Site safety requirements							

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					Prob	Severity			Freq	Total	Category
						Injury	Loss	Cost			
17.	Compressed air		Injuries	Training	7	2	1	2	5	17	D – Low Risk
			Damage	PPE							
				Enforcing							
				Control							
18.	Electrical extension cords		Electrical shock, injuries	Identification, control, checks	7	10	5	5	5	32	B – High Risk
			Time loss	Training							
			Equipment damage	Correct usage							
			Trips and falls	enforcing							
19.	Lifting operations		Falling loads	Controlling, training, competent users / operators	7	10	5	5	6	33	B – High Risk
			Injuries	Method statements / rigging and lifting studies							
			Damage	For all loads >20 tons and all tandem lifts							
				Method statement for loads >10 tons							
20.	Injuries		Lost time	Training, first aiders at hand	8	10	10	10	10	48	A – Very High Risk
			Costs	Investigations for indicators							
			Loss of skilled labour	Indicator trends							

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ID#	Type of Hazard	Hazard Quantification	Risk Identification	Existing Controls	Risk Rating						
					Prob	Severity			Freq	Total	Category
						Injury	Loss	Cost			
21.	Manual Handling		Injuries	PPE, First Aiders on hand, good ergonomics practiced.	7	2	5	6	10	30	C – Medium Risk
			Damage								
22.	Housekeeping		Slips, trips, falls	Enforcing, Control	5	5	5	5	5	25	D – Low Risk
			Incorrect disposal	Labelled Dirt bins at hand, Correct storage principals and procedures							
			Costs								
23.	Transportation Operations/ Construction vehicles	Construction Regulation 23	Air, Noise pollution	Daily checklists, competent drivers documentation, Good stacking and loading practices adhered to, Signage, Communication.	7	7	4	5	5	29	C – Medium Risk
			Damage	Good design and working order							
			Injuries/Incidents								