

Eastern Cape
PARKS & TOURISM AGENCY

BID NO: 18/FY/24

**REFURBISHMENT OF NUWEKLOOF STAFF
ACCOMMODATION AT BAVIAANSKLOOF WORLD
HERITAGE SITE**

Closing Date & Time : 30 JANUARY 2024

A Tender for Category : CIDB 3CE Only CIDB Registered Contractors

Name of Tenderer : _____

Compulsory Briefing : 19 January 2024 @ 12h00 noon, at Baviaanskloof World Heritage Site (Western Section)

GPS Co-ordinates : 33°31' 31.4"S 23°38'57.9" E

Total Bid Price : _____

CSD Number : _____

CIDB CRS Number : _____

EASTERN CAPE PARKS & TOURISM AGENCY

BID NO: 18/FY/24– REFURBISHMENT OF NUWEKLOOF STAFF ACCOMMODATION AT BAVIAANSKLOOF WORLD HERITAGE SITE

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

BID NO: 18/FY/24– REFURBISHMENT OF NUWEKLOOF STAFF
ACCOMMODATION AT BAVIAANSKLOOF WORLD HERITAGE SITE

TENDER SUMMARY PAGE

NAME OF TENDERER

.....

DETAILS OF CONTACT PERSON:

NAME

.....

TELEPHONE NUMBER

.....

FAX NUMBER

.....

E-MAIL ADDRESS

.....

ADDRESS OF TENDERER

.....

.....

.....

.....

VAT REGISTRATION NO.

.....

SPECIFIC GOALS CLAIMED

(Max. 20 points)

.....

CONSTRUCTION PERIOD OFFERED*

(Max. 2 months)

.....

*(Measured from date of official Site Hand Over)

DATE OF TENDER

.....

TENDERER 'S SIGNATURE

.....

(Person authorized to sign the TENDER)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

BID NO: 18/FY/24- REFURBISHMENT OF NUWEKLOOF STAFF
ACCOMMODATION AT BAVIAANSKLOOF WORLD HERITAGE SITE

1: TENDER

Contractor

Witness 1

Witness 2

Employer

T1

Witness 1

Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

BID NO: 18/FY/24– REFURBISHMENT OF NUWEKLOOF STAFF
ACCOMMODATION AT BAVIAANSKLOOF WORLD HERITAGE SITE

PART T1: TENDERING PROCEDURES

Contractor

Witness 1

Witness 2

Employer

T1.0

Witness 1

Witness 2

PART T1: TENDERING PROCEDURES

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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.i

T1.1 TENDER NOTICE AND INVITATION TO TENDER

BID NO: 18/FY/24

RENOVATIONS OF NUWEKLOOF STAFF ACCOMMODATION AT BAVIAANSKLOOF WORLD HERITAGE SITE.

Tenderers should have a CIDB contractor grading designation of 3CE ONLY. Contractors with grading designation greater or lower than 3CE will not be considered.

Tenderers will be evaluated on three stages. In Stage 1 bids will be evaluated on compliance with bid requirements. Bidders who comply with all the requirements of Stage 1 will proceed for evaluation on Stage 2 for Price and Specific Goals utilizing 80/20 preference point system. In Stage 3 bids will be assessed for risk.

The Tender documents will only be obtainable as from the **14th of December 2023** and should be downloaded from the following websites: www.visiteasterncape.co.za/procurement/tenders; www.ectreasury.gov.za;

A COMPULSORY TENDER CLARIFICATION MEETING will be held in respect of this tender on the **19th of January 2024 at 12:00 noon at Baviaanskloof World Heritage Site (Western Section);**
Co-ordinates: 33°31' 31.4"S 23°38'57.9" E. Tenderers should already be in possession of the tender document and be familiar with the contents thereof.

The lowest or any tender will not necessarily be accepted, and the agency reserves the right to accept the Tender as a whole or in part. Bids must remain valid for a period of **150 days** after the closing date for the submission of bids, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Department.

The closing date and time for receipt of bids is **30th of January 2024 at 11:00am**. Bids must be enclosed in a sealed envelope bearing the name of the Tenderer as well as the applicable tender heading, reference number, closing time and due date and must be addressed to, **The Chief Executive Officer**, and must be submitted in the tender box located at, 17-25 Oxford Street, Corner Oxford and Fleet Street East London, before the closing time and date.

TECHNICAL ENQUIRIES

1. Ms M. Lawana, Project Manager: Tel: 043 705 4400, Fax: 043 742 5566, E-mail: Mandilakhe.Lawana@ecpta.co.za
2. Mr. M Sandi, Supply Chain Management: Tel: 043 705 4400, Fax 086 206 0595, E-mail: Mcebisi.Sandi@ecpta.co.za

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.1.1

T1.2 TENDER DATA

The conditions of bid are the Standard Conditions of Bid as contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 30960 of 10 July 2015, Construction Industry Development Board (CIDB) Standard for Uniformity in Construction Procurement as is available from the CIDB website (see www.cidb.co.za)

The Standard Conditions of Tender makes several references to the Tender Data. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender to which it mainly applies.

F.1.1 Actions

The Employer for this Contract will be the instance named in the Contract Data.

F.1.2 Tender Documents

(a) The Tender Document issued by the Employer comprises of the following:

THE TENDER		
Part T1	:	Tender Procedures
T1.1	:	Tender Notice and Invitation to Tender
T1.2	:	Tender Data
Appendix	:	Standard Conditions to Tender
Part T2		Returnable Documents
T2.1		Forms, Certificates and Schedules required for Evaluation of Tender Responsiveness
T2.2		Other Forms, Certificates and Schedules that will be Incorporated into the Contract
T2.3		Documentation, Forms and Schedules Required for Tender Evaluation Purposes

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.1.2

T2.4		Other Documentation, Forms and Schedules required for Tender Evaluation Purposes
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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.1.3

THE CONTRACT (Part3)		
Part C1		Agreements and Contract Data
C1.1		Form of Offer and Acceptance
C1.2		Contract Data
Part C2		Pricing Data
C2.1		Pricing Instructions
C2.2		Provisional Bills of Quantities
C2.3		Amendments, Qualifications and Alternatives by Tenderer
Part C3		Scope of Work
C3.1		Standard Specifications
C3.2		Project Specifications
C3.3		Particular Specifications
C.4		Drawings
Part C4		Site Information
C4.1		Geotechnical Information of Site

The Tender Document and the drawings shall be obtained from the Employer or his authorized representative at the physical address stated in the Tender Notice, upon payment of the amount stated in the Tender Notice.

The following documents are relevant to this Tender and Tenderers are advised to obtain their own copies thereof:

- (a) **“Standardized Specifications for Civil Engineering Construction” SANS 1200.**
- (b) **“Code of Practice for the application of the National Building Regulations” SABS 0400-1990**
- (c) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the Construction Regulations 2003 (Government Gazette No 25207 of 18 July 2003, Notice No R1010).**
- (d) In addition, Tenderers are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in the this document as t h e y are essential for the Tenderer to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.
 - (i) The Construction Industry Development Board Act No 38 of 2000 and the Regulations in terms of the CIDB Act 38/2000, Government Gazette Notice No 33239 of 28 May 2010,
 - (ii) SANS 1921:2004 Construction and Management

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Part 1: General Engineering and Construction Works.

Part 2: Accommodation of Traffic on Public Roads occupied by the Contractor Part 3 : Structural Steelwork

Part 5: Earthworks Activities which are to be performed by hand

- (iii) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its Regulations as published in the Government Gazette No. 34350 of 8 June 2011

F.1.4 Communication and Employer's Agent

The Employer's agent is : ROMH CONSULTING, Mr. Simnikiwe Xawuka
Address : 6 Leadwood House, Cedar Square
Bonza Bay Road, Beacon Bay
East London, 5247
Contact Number : 043 748 0018

F.2.1 Eligibility

A Tenderer will not be eligible to submit a Tender if:

- (a) the Contractor submitting the Tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Tenderer does not have the legal capacity to enter into the contract;
- (c) the Contractor submitting the Tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;
- (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy;
- (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competent, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract.
- (f) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

The following Tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their Bids evaluated:

Contractors who have a contractor grading designation equal to or higher than a Contractor grading designation determined in accordance with the Tender sum, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for a 3 C E class of construction work; and

Joint ventures are eligible to submit Bids provided that:

- (a) every member of the joint venture is registered with the CIDB

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.7 Site visit and clarification meeting

The arrangements for the clarification meeting and site inspection, which is **compulsory** for this contract, are as follows:

Compulsory Site Inspection and Clarification Meeting –

Location/venue: Baviaanskloof World Heritage Site (Western Section)
Date: 19th of January 2024
Starting time: 12:00
GPS Co-ordinates: 33°31' 31.4"S 23°38'57.9"E

F.2.12 Alternative Tender offers

No alternative offers will be considered, but the original tender document needs to be completed and submitted as well.

F.2.13 Submitting a Tender Offer

Tender offers shall be submitted as an original only. All three volumes of the tender document must be printed and neatly ring bound. All three documents must be submitted on the tender closing date with all the relevant information completed and pages signed. All the required information and documentation required for the evaluation of the tender must be bound into the document. The Provisional Bills of Quantities must be completed by hand.

F.2.13.1 Delivery of Tender

The Employer’s address for delivery of Tender offers and identification details to be shown on each Tender offer package are:

Location of Tender boxes: At Reception in the offices of Eastern Cape Parks & Tourism, East London

Physical address: (1) 17-25 Oxford Street, Corner Oxford and Fleet, East London

Identification Details: RENOVATIONS OF NUWEKLOOF STAFF ACCOMMODATION AT BAVIAANSKLOOF WORLD HERITAGE SITE

F.2.15 Closing time

The closing time for submission of Tender Offers is **11:00am** .

Telephonic, telegraphic, telex, facsimile, electronic or e-mailed Bids will not be accepted.

F.2.16 Tender offer validity

The Tender offer validity period is 150 days from the closing time for submission of Bids.

F.2.17 Clarification of Tender Offer after submission

For this contract the employer may, after clarification with the Tenderer, agree to amend the total of the prices stated by the Tenderer in his Tender offer.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.19 Inspections, tests and analyses

Access shall be provided for inspections and testing by personnel acting on behalf of the Employer.

F.2.22 Return of Tender Documents

Where a Tenderer who received a Tender document does not submit a Tender, the Tender documents issued to him must be returned to the Employer within 14 days after the closing date for submission of Bids.

F2.23 Certificates

The following documentation must be provided with the Tender:

1. A Full Copy of the Central Supplier Database (CSD) Report for the month of January 2024
2. Proof of Contractor Registration with the CIDB (CRS number to be provided).
3. A Valid Copy of the Tenderer’s Workmen’s Compensation Certificate, Act 4 of 2002.
4. A Valid Copy of the Tenderer’s Unemployment Insurance Certificate, Act 4 of 2002.
5. A signed Joint Venture Agreement (if Tenderer is a Joint Venture)

F.3.4 Opening of Tender Submissions

Bids will be opened in public at the date and time stipulated in the tender advert.

F.3.5 One envelope system

The One envelope system will be followed for this Tender.

F.3.9 Arithmetical Errors, omissions and discrepancies

- **Add to clause F.3.9.1 the following:**

“If it is found obvious that a bona-fide mistake was made in writing out the Tender amount, or if the total Tender amount is corrected according to the prescripts of **F.3.9.2 to F3.9.4** below, the amount in words shall be amended”.

- **Replace clauses F.3.9.2, F3.9.3 and F3.9.4 with the following:**

“Check responsive Tender offers for arithmetical errors, correcting them in the following manner:

- (a) If a Bills of Quantities (or schedule of quantities or schedule of rates) applies and there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the **unit rate as quoted shall govern** and the **line item total shall be corrected**.

However, in exceptional cases where, in the opinion of the Employer, there is an obviously gross misplacement of the decimal point in either the unit rate or line total, or where the error was obviously not a result of incorrect arithmetic but rather the result of a writing error, the Employer reserves the right to correct either the Tendered rate or the line total as the case may be, subject to clarification in terms of Clause F.2.17.

- (b) Where there is an error in the total of the prices, either as a result of corrections required by this checking process or in the Tenderer’s addition of prices, the total of the prices shall be adjusted to obtain the correct Tender value.”

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3.11 Evaluation of Tender Offers

Before evaluating Tender offers, the Bids will be in accordance with Method 2 of the CIDB Standard Tender Evaluation in Three stages, namely:

- Stage 1: Compliance Requirements
- Stage 2: Financial Offer and Specific Goals
- Stage 3: Risk Assessment

Stage 1: Compliance with bid requirements

Bidders must comply with the set of compliance requirements listed below. Failure to comply with Any of the below requirements will lead to immediate rejection of the bid.

- (i) **Compulsory Briefing:** Bidders must attend the compulsory briefing meeting on site.
- (ii) **CIDB:** Bidders must be registered with CIDB with a contractor grading designation equal to **3CE Only**. Contractors with designation greater or lower than 3CE will not be considered.
- (iii) **Company Experience:** Bidders **MUST** provide evidence of completion of at least two (2) civil engineering projects (CE) water/ sewer related projects. Proof will be accepted in the following documents:
 - a. Practical Completion certificates, or
 - b. Final completion certificate, or
 - c. Reference forms attached to the bid document.

Only projects with a rand value of **R 800,000.00** and above will be considered for evaluation.

(iv) Methodology

The bidder shall submit a project proposal highlighting the methodology to be used in the project. The proposal submitted must demonstrate the bidder's level of understanding of the project scope and should include the following sections;

- Preliminary program
- Methodology and approach
- Project Organogram
- Quality Plan and approach
- Occupational Health and Safety Plan for the project
- Environmental Management Plan for the project

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Cash-flow projections

Bidders must take note of the following factors which will be used in evaluating responsiveness of submissions.

- The Preliminary Programme submitted must include the full scope of work as described in the work specification and schedule of quantities. It should highlight all the planned activities, the sequence of executing the works and the completion timeframes of the activities. The logic of the sequencing of construction activities and correlation with the cash flow shall be considered together with practicality of the completion timeframes provided for the respective activities.
- The Methodology submitted must demonstrate the approach to be used in carrying out construction activities and must be inclusive of the methodology for construction work in line with the scope of work.
- The Occupational Health & Safety Plan and Environmental Management Plan submitted must be project specific and should highlight the bidder's awareness and commitment to compliance with all relevant regulations i.e. (Construction Regulations, 2014; OHS ACT 1993; National Environmental Management Act, 1998; Environmental Conservation Act, 1989 etc.).

Failure to comply with any of the methodology requirements will lead to immediate rejection of the bid.

v) Team Capability: Bidders must provide CV's and copies of qualifications/certification (where applicable) for the following team members. **Failure to submit both the CV and qualifications/certification will lead to immediate rejection of the bid.**

Resources	Qualifications	No of years' Experience
Contracts Manager	N6 or National Diploma or higher in Civil/Building	5 or Higher
Site Agent	N6 or National Diploma or higher in Civil/Building	5 or Higher
General Foreman	Civil Works (Water, Sanitation, Electricity and External works)	8 or Higher
Electrician	Trade test/ Wireman's Licence with Department of labour	5 or Higher
Plumber	Trade test with Department of labour	5 or higher

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Occupational Health and Safety Officer	NOSA Certification or any other NQF 5 qualification or higher in OHS	1 or Higher
Environmental Control Representative/ Officer	Relevant Certification/Qualification	1 or higher

- vi) **Plant and Equipment:** At minimal level the following plants and equipment has been identified as critical to have or hire for execution of the project. Bidders must submit evidence of availability of plant as per the schedule below: **Failure to provide evidence of all the required plant will lead to immediate rejection of the bid.**

Equipment	Evidence required
4 Tonne truck	<ul style="list-style-type: none"> • Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
Tipper truck	<ul style="list-style-type: none"> • Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
TLB/ Excavator	<ul style="list-style-type: none"> • Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
Plate compactor	<ul style="list-style-type: none"> • Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner
Jack Hammer	<ul style="list-style-type: none"> • Proof of ownership, or • Proof of purchase, or • Lease agreement with the owner

NB: Failure to comply with any of the above requirements will lead to immediate rejection of the bid.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Stage 2: Price and Specific Goals

Criteria	Points
Price	80
Specific Goals	20
Total	100

Price and specific goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals for the company. A copy of CSD report, Medical Certificate and Proof of Address must be submitted as proof of specific goals.

Price and Specific Goals points will be calculated as described in the Preferential Procurement Regulations of 2022. SBD 6.1 form must be used to claim points for specific goals of the company.

Specific Goals Category	Weighting (of 20 Points)	Number of points	Acceptable evidence
Local Production and Content	40%	8	<ul style="list-style-type: none"> DTI Local Content Declaration Form (SBD 6.2) DTI Local Content Declaration Form (Annexure C)
>51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993))	20%	4	<ul style="list-style-type: none"> CSD Report CIPRO Certificate ID Copies
10-50% HDI Ownership		2	
<10% HDI Ownership		0	
Locality (Enterprises located in the Eastern Cape Province)	10%	2	<ul style="list-style-type: none"> Municipal Account, or Proof of Address
Enterprise located outside the Eastern Cape		0	
>51% Youth Ownership	15%	3	<ul style="list-style-type: none"> CSD Report CIPRO Certificate ID Copies
10-50% Youth Ownership		1.5	
<10% Youth Ownership		0	
>51% Women Ownership	10%	2	<ul style="list-style-type: none"> CSD Report CIPRO Certificate ID Copies
10-50% Women Ownership		1	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Specific Goals Category	Weighting (of 20 Points)	Number of points	Acceptable evidence
<10% Women Ownership		0	
>51% Disability Ownership	5%	1	• Medical Certificate
10-50% Disability Ownership		0.5	
<10% Disability Ownership		0	
TOTAL	100%	20	

When the above documentation is not provided as proof the company will automatically score zero points for specific goals.

Stage 3: Risk Analysis

In addition to the evaluation of Responsiveness, a risk analysis will be performed on the Tenderers having the highest ranking / number of points to ascertain if any of the following, as relevant, present an unacceptable commercial risk to the employer in terms of:

- a) Clause F.3.13 of the Standard Conditions of Tender
- b) Unduly high or unduly low Tendered rates or amounts in the Tender offer. In this regard, a financial risk analysis will be performed to verify that the rates entered in the Bill of Quantities are reasonable and balanced. Bids may be disqualified if Tendered rates are found to be distorted. Such evaluation will include "Rate Only" items;
- c) Contract data provided by the contractor; and
- d) The contents of the Tender Returnables which are to be included in the contract

Cancellation and re-invitation of Bids

The employer may, prior to the award of a Tender, cancel the Tender if –

- (a) due to changed circumstances, there is no longer a need for the goods or services specified in the invitation
- (b) funds are no longer available to cover the total envisaged expenditure;
- (c) no acceptable Bids are received; or
- (d) there is material irregularity in the tender process

If the Tender is cancelled, it shall be published in the Government Tender Bulletin or the media in which the original Tender invitation was advertised and all invited tenderers will be informed.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

The following conditions shall apply:

- (i) Any discounts offered unconditionally shall be taken into account when calculating comparative prices.
- (ii) Although discounts offered conditionally shall not be taken into account for evaluation purposes, such discounts shall be implemented when payment is effected (should the Tender prove to be successful).
- (iii) Points scored shall be rounded off to the nearest 2 decimal places.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Declarations

A Tender must, in the manner stipulated in the Tender document, declare that:

- (a) the information provided is true and correct;
- (b) the signatory to the Tender document is duly authorized; and
- (c) documentary proof regarding any Tendering issue will, when required, be submitted to the satisfaction of the relevant organ of state.

The employer shall act against the Tenderer or person guilty of such misconduct.

In addition to any other remedy the employer may have against such person(s), the employer may also:

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

Tax Clearance

- a) It is essential to ensure that persons conducting business with the State are tax compliant at the awarding of bids as no bid may be awarded to persons who are not tax compliant
- b) In order to comply with the provisions of tax, bidders must utilize the Standard Bidding Document (SBD1) issued with this bid
- c) Bidders must submit their tax compliance status PIN together with the bid
- d) The Central Supplier Database and tax compliance PIN are the approved methods that will be utilized to verify tax compliance as the South African Revenue Services does not issue Tax Clearance Certificates but has made an online provision available, via eFiling, for bidders to print their own Tax Clearance Certificates which they can submit with their bids
- e) Printed copies of Tax Clearance Certificates will be accepted and verified on the eFiling.

F.3.13.1 Acceptance of Tender Offer

Tender offers will only be accepted if:

- (a) the Tenderer has submitted with his Offer all relevant documentation as stated in F2.23
- (b) the Tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;
- (c) the Tenderer or any of its directors is not 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; and

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (d) the Tenderer has not:
 - (i) abused the Employer's Supply Chain Management System or
 - (ii) failed to perform on any previous contract.
- (e) the Tenderer has achieved the minimum score for quality as stated in F.3.11.

F3.17 Copies of contract

The number of paper copies of the signed contract to be provided by the Employer is **ONE**.

The Standard Conditions of Tender to follow is obtained from Annexure F of CIDB Standard for Uniformity in Construction Procurement (28 May 2010), which contains references to the Tender Data for details that apply specifically to the Tender.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T1.3 STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly, and transparently, comply with all legal obligations, and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents, and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek, and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- (a) **conflict of interest** means any situation in which:
- i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially.
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- (b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (c) **corrupt practice** means the offering, giving, receiving, or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- (d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- (e) **organization** means a company, firm, enterprise, association, or other legal entity, whether incorporated or not, or a public body
- (f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer’s agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied, and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer’s agent are stated in the tender data.

F.1.5 The employer’s right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection but will give reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all tender offers, re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for bids.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that bids be clarified, specified, and fine-tuned in order to improve a tenderer’s competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate bids received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 TENDERER'S OBLIGATIONS

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer complies with the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for bids.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Site visit and clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) may not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept the proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for bids that a tender is to be withdrawn or substituted.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds, policies, etc.

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3 THE EMPLOYER'S UNDERTAKINGS

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the Tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the Tender Notice until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, will then notify it to all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened, and where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid bids in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation above the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive bids, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions, and discrepancies

F.3.9.1 Check responsive bids for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line-item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line-

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

item total as quoted shall govern, and the unit rate shall be corrected.

- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern, and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the Tender Data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.3 Method 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (T EV) in accordance with the following formula:
$$T_{EV} = N_{FO} + N_P$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7.

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula:

$$T_{EV} = N_{FO} + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so. Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this subclause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality, and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (T_{EV}) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$T_{EV} = N_{FO} + N_P + N_Q$$

where: N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences, and quality, as relevant, to two decimal places.

F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

where: N_{FO} is the number of tender evaluation points awarded for the financial offer.
 W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.
 A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_o / M_s$$

where: S_o is the score for quality allocated to the submission under consideration;
 M_s is the maximum possible score for quality in respect of a submission; and
 W_2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the Tender data.

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,
- is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

CONTRACT NO.: 18/FY/24

**REHABILITATION OF NUWEKLOOF STAFF ACCOMMODATION AT
BAVIAANSKLOOF WORLD HERITAGE SITE**

PART T2: RETURNABLE DOCUMENTS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.12

RETURNABLE DOCUMENT CHECKLIST

Tenderers to complete this checklist to ensure that all information in the Tender Document is completed included and read by the Tenderer.

Page	Ref	Description	Completed/ Included/ Read
		All pages requiring signatures signed by the Tenderer (Authorised Person)	
1		Correct Tender Offer Amount on BOQ's carried forward to Tender Summary (Page iv) and Form of Offer (Page C1.3)	
T2.3	T2.1	Forms, Certificates and Schedules required for evaluation of Tender responsiveness	
T2.4	T2.1.1	Compulsory Tender Briefing / Site Inspection Certificate	
T2.5- T2.7	T2.1.2	Certificate of Authority for Signatory	
T2.8	T2.1.3	Registration Certificates / Agreements / Identity Documents	
T2.9- T2.17	T2.1.4	Joint Venture / Consortium Disclosure Form	
T2.18	T2.1.5	CSD REPORT/ Compliance PIN	
T2.19	T2.1.6	Proof of Registration with CIDB	
T2.20	T2.1.7	Proof of Workmen's Compensation Registration	
T2.21	T2.2	Other Forms, Certificates and Schedules that will be incorporated into the contract	
T2.22	T2.2.1	Record of Addenda to Tender Documents	
T2.23	T2.2.2	Local Employment Generation	
T2.24	T2.2.3	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)	
T2.25- T2.26	T2.2.4	Form Concerning Fulfilment of the Construction Regulations, 2003	
T2.27	T2.2.5	Form of Required Information	
T2.28- T2.31	T2.2.6	Bidders Disclosure (SBD 4)	
T2.32- T2.33	T2.2.7	SBD 6.1 (Preferential Procurement Claim Form)	
T2.37	T2.2.8	Local Content Declaration (SBD 6.2)	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Page	Ref	Description	Completed/ Included/ Read
T2.37	T2.3	Documentation, Forms and Schedules required for Tender evaluation purposes (Functionality Evaluation)	
T2.38- T2.39	T2.3.1	Related Experience of Tenderer	
T2.40- T2.51	T2.3.2	List of Key Personnel	
T2.52- T2.53	T2.3.3	Schedule of Plant and Equipment	
T2.54- T2.55	T2.3.4	Schedule of Proposed Sub-Contractors	
T2.56	T2.3.5	Provisional Programme and Method Statement	
T2.60	T2.4	Other Documentation, Forms and Schedules required for Tender evaluation purposes	
T2.61	T2.4.1	Form of Intent to provide a Performance Guarantee	
T1.2.6	F.3.11	Compliance Requirements	
		<ul style="list-style-type: none"> • Compulsory briefing • Proof of CIDB contractor grading designation equal to 3CE Only • Evidence of execution or completion of at least two (2) Civil Engineering (GB). (Minimum of 800,000.00 per project) • Team Capability • Methodology • Plant and Equipment 	
C1.18	C1.2.2	Part 2: Data Provided by the Contractor (Contract Specific Data)	
C2.5	C2.2	Pricing Data (Provisional Bills of Quantities)	
BOQ's	C2.2	Sign and date Final Summary	
BOQ's	C2.2	Completed in BLACK INK only and corrections crossed out and initialed	
C2.6	C2.3	Amendments, Qualifications and Alternatives by Tenderer	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

PART T2: RETURNABLE DOCUMENTS

Notes:

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

TABLE OF CONTENTS		Page
T2.1	Forms, Certificates and Schedules required for evaluation of Tender responsiveness	T2.3 – T2.19
T2.2	Other forms, certificates and schedules that will be incorporated into the contract	T2.20-T2.35
T2.3	Documentation, forms, and schedules required for Tender evaluation purposes (Functionality Evaluation)	T2.36-T2.51
T2.4	Other documentation, forms and schedules required for Tender evaluation purposes	T2.52-T2.59

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.0

T2.1 FORMS, CERTIFICATES AND SCHEDULES REQUIRED FOR EVALUATION OF TENDER RESPONSIVENESS

	Page No.
T2.1.1 Tender Briefing / Site Inspection Attendance Certificate	T2.1
T2.1.2 Certificate of Authority for Signatory	T2.2-T2.5
T2.1.3 Registration Certificates/Agreements/Identity Documents	T2.6
T2.1.4 Joint Venture/Consortium Disclosure Form	T2.7-T2.16
T2.1.5 CSD/Tax Compliance Requirements	T2.17
T2.1.6 Proof of Registration with CIDB	T2.18
T2.1.7 Proof of Workmen's Compensation Registration	T2.19

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.1 TENDER BRIEFING / SITE INSPECTION ATTENDANCE
CERTIFICATE**

This is to certify that (Tenderer).....of
Address.....
Telephone number Fax
number E-mail
address

Was represented by the person(s) named below at the compulsory meetings held for all Tenderers
as per the Tender Data (T1.2 – F.2.7)

I/We hereby acknowledge that I/We visited the site and acquainted ourselves with the conditions
likely to influence the work and all aspects that could influence either the cost or the construction of
the services prior to determining our rates and prices.

I/We further certify that I/we are satisfied with the description of the work and explanations given at the
meeting and that I/We understand perfectly the work to be done, as specified and implied, in the
documentation and information provided.

TENDERER'S REPRESENTATIVE(S):

Name: Signature

Capacity:

Name: Signature

Capacity:

EMPLOYER'S REPRESENTATIVE:

Name: Signature.....

Capacity: Date.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.2 CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the Tenderer by ticking the appropriate box hereunder. The Tenderer must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated. Examples are shown below.

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of

....., hereby confirm that by resolution of the Board (copy

attached) taken on 20....., Mr/Ms, acting in the

capacity of, was authorized to sign all documents in connection with the tender for **Tender No. 18/FY/24** and any contract resulting from it, on behalf of the company.

Chairman:

Chairman :

As Witness: 1.

2.

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as

..... hereby authorize Mr/Ms

....., acting in the capacity of

..... to sign all documents in connection with the tender for **Tender No.18 / F Y / 24** and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: this certificate is to be completed and signed by all of the key members upon whom rests the directions of the affairs of the Close Corporation as a whole.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(III) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,
.....hereby authorize Mr/Ms
.....acting in the capacity of
....., to sign all documents in connection with the
tender for **Tender No.18/FY/24** and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
Lead partner			

behalf.

Note: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of Partnership as a whole.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(IV) CERTIFICATE JOINT VENTURE

We, the undersigned, are submitting this Tender offer in Joint Venture and hereby authorize Mr/Ms
, authorized signatory of the

company..... acting in the capacity of lead partner, to sign all documents in connection with the tender for **Tender No.18/FY/24** and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation
Lead Partner		Signature
		Name
CIDB Registration No.		Designation

Note : This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole Owner:

As Witnesses:

1.

2.

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.3 REGISTRATION CERTIFICATES/AGREEMENTS /
IDENTITY DOCUMENTS

Attach hereto certified copies of Registration Certificates for Companies and Closed Corporations and certified copies of Identity Documents for Partnerships and Sole proprietors as well as signed Agreements and Powers of Attorney for Joint Venture / Consortium if applicable.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.7

T2.1.4 JOINT VENTURE/CONSORTIUM DISCLOSURE FORM

TO BE COMPLETED ONLY IF TENDER IS SUBMITTED IN A JOINT VENTURE OR CONSORTIUM

GENERAL

- i) All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.
- ii) A copy of the joint venture agreement must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:
 - a) the contributions of capital and equipment
 - b) work items to be performed by the Affirmable Joint Venture Partner's own forces
 - c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.
- iii) Copies of all written agreements between partners concerning the contract must be attached to this form including those which relate to ownership options and to restrictions/limits regarding ownership and control.
- iv) ABE partners must complete ABE Declaration Affidavits.
- v) The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned. A letter/ notice of intention to formalise a joint venture once the contract has been awarded will not be considered.
- vi) Should any of the above not be complied with, the joint venture will be deemed null and void and will be considered non-responsive.

1. JOINT VENTURE PARTICULARS

- a) Name
- b) Postal address.....
.....
- c) Physical address
- d) Telephone

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

e) Fax

2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER

2.1(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements
.....

2.2(a)

Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements.
.....

(Continue as required for further non-Affirmable Joint Venture Partners)

3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER

3.1(a) Name of Firm
Postal Address
Physical Address
Telephone
Fax
Contact person for matters pertaining to Joint Venture Participation Goal requirements
.....

3.2(a) Name of Firm
Postal Address
Physical Address
Telephone

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements.

.....

3.3(a) Name of Firm

Postal Address

Physical Address

Telephone

Fax

Contact person for matters pertaining to Joint Venture Participation Goal requirements.

.....

(Continue as required for further Affirmable Joint Venture Partners)

4. BRIEF DESCRIPTION OF THE ROLES OF THE AFFIRMABLE JOINT VENTURE PARTNERS IN THE JOINT VENTURE

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

5. OWNERSHIP OF THE JOINT VENTURE

a) Affirmable Joint Venture Partner ownership percentage(s) %

b) Non-Affirmable Joint Venture Partner ownership percentage(s) %

c) Affirmable Joint Venture Partner percentages in respect of: *

(i) Profit and loss sharing.....

(ii) Initial capital contribution in Rands.....

.....

.....

(*Brief descriptions and further particulars should be provided to clarify percentages).

(iii) Anticipated on-going capital contributions in Rands

.....

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (iv) Contributions of equipment (specify types, quality, and quantities of equipment) to be provided by each partner.
-
-
-

6. RECENT CONTRACTS EXECUTED BY PARTNERS IN THEIR OWN RIGHT AS PRIME CONTRACTORS OR AS PARTNERS IN OTHER JOINT VENTURES

	NON-AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

	AFFIRMABLE JOINT VENTURE PARTNERS	PARTNER NAME
a)		
b)		
c)		
d)		
e)		

7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE

(Identify by name and firm those individuals who are, or will be, responsible for, and have authority to engage in the relevant management functions and policy and decision making,

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

indicating any limitations in their authority e.g., co-signature requirements and Rand limits).

(a) Joint Venture cheque signing

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

(b) Authority to enter into contracts on behalf of the Joint Venture

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

(c) Signing, co-signing and/or collateralizing of loans

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

(d) Acquisition of lines of credit

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

(e) Acquisition of performance bonds

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

(f) Negotiating and signing labour agreements

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

8. MANAGEMENT OF CONTRACT PERFORMANCE

(Fill in the name and firm of the responsible person).

(a) Supervision of field operations

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

(b) Major purchasing

.....

(c) Estimating

.....

(d) Technical management

.....

9. MANAGEMENT AND CONTROL OF JOINT VENTURE

(a) Identify the "managing partner", if any,

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

(b) What authority does each partner have to commit or obligate the other to financial institutions, insurance companies, suppliers, subcontractors and/or other parties participating in the execution of the contemplated works?

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

(c) Describe the management structure for the Joint Venture's work under the contract.

MANAGEMENT FUNCTION / DESIGNATION	NAME	PARTNER*

* Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner".

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

10. PERSONNEL

(a) State the approximate number of operative personnel (by trade/function/discipline) needed to perform the Joint Venture work under the Contract.

TRADE/FUNCTION/ DISCIPLINE	NUMBER EX AFFIRMABLE JOINT VENTURE PARTNERS	NUMBER EX NON- AFFIRMABLE JOINT VENTURE PARTNERS

(Fill in "ex Affirmable Joint Venture Partner" or "ex non-Affirmable Joint Venture Partner").

(b) Number of operative personnel to be employed on the Contract who are currently in the employ of partners.

(i) Number currently employed by Affirmable Joint Venture Partners

.....

(ii) Number currently employed by the Joint Venture

.....

(c) Number of operative personnel who are not currently in the employ of the respective partner and will be engaged on the project by the Joint Venture

.....

(d) Name of individual(s) who will be responsible for hiring Joint Venture employees.

.....

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(e) Name of partner who will be responsible for the preparation of Joint Venture payrolls.

.....
.....

11. CONTROL AND STRUCTURE OF THE JOINT VENTURE

Briefly describe the manner in which the Joint Venture is structured and controlled.

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

The undersigned warrants that he/she is duly authorised to sign this Joint Venture Disclosure Form and affirms that the foregoing statements are true and correct and include all material information necessary to identify and explain the terms and operations of the Joint Venture and the intended participation of each partner in the undertaking.

The undersigned further covenants and agrees to provide the Employer with complete and accurate information regarding actual Joint Venture work and the payment therefore, and any proposed changes in any provisions of the Joint Venture agreement, and to permit the audit and examination of the books, records, and files of the Joint Venture, or those of each partner relevant to the Joint Venture, by duly authorised representatives of the Employer.

Signature

Duly authorised to sign on behalf of.....

Name

Address

Telephone

Date

Signature

Duly authorised to sign on behalf of..... Name

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name
.....
Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name
.....
Address
Telephone
Date

Signature
Duly authorised to sign on behalf of..... Name
.....
Address
Telephone
Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signature

Duly authorised to sign on behalf of..... Name

.....

Address

Telephone

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1.5

CENTRAL SUPPLIER DATABASE/ TAX COMPLIANCE PIN

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

Tenderers' Full CSD report for the month of January 2024 / Tax compliance PIN must be attached hereto.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.18

T2.1.6 CIDB CERTIFICATE

The Tenderer shall attach hereto the Contractors proof of valid registration certificate with CIDB. CRS number(s) also to be provided.

In the case of Consortium/Joint Venture Bids, each partner shall provide their own valid CIDB registration certificate.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.19

T2.1.7 PROOF OF WORKMEN'S COMPENSATION REGISTRATION

The Tenderer shall attach hereto valid proof of workmen's compensation registration or proof of payment of contributions in terms of the compensation of occupational injuries and diseases (Act No. 4 of 2002).

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.20

T2.2 OTHER FORMS, CERTIFICATES AND SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT

	Page No.
T2.2.1 Record of Addenda to Tender documents	T2.21
T2.2.2 Local Employment Generation	T2.22
T2.2.3 Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)	T2.23
T2.2.4 Form Concerning Fulfilment of the Construction Regulations, 2003	T2.24-T2.26
T2.2.5 Form of Required Information	T2.27-T2.28
T2.2.6 Bidders Disclosure (SBD 4)	T2.29-T2.32
T2.2.7 SBD 6.1 – Preferential Points Declaration	T2.33-
T2.35T2.2. Local Content Declaration	T2.37

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.i

T2.2.1 RECORD OF ADDENDA TO TENDER DOCUMENTS

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

ADD NO.	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		

SIGNATURE: _____ DATE: _____

(of Authorised Person)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.2 LOCAL EMPLOYMENT GENERATION

The Contractor must submit with his Tender, on the table below, his anticipated component of local personnel that will be employed on the Contract both in terms of number of persons and total person days for each category provided. The number of local personnel should include the local personnel employed by sub-contractors.

The contractor will not be allowed to import skilled personnel if the required skills exist within the local community. The contractor will however be allowed to make use of his own permanently employed machine operators and drivers.

Current policy requires that the female and youth labour components be maximized and that females should take up not less than 5% of the employment generated.

The specific employment goals, which are to be met for this project, are as follows:

- (a) A minimum of 10 local labour employment (residing in the area where the office is built).
- (a) A minimum of 5% of the local labour employed on the project is required to be females.
- (b) A minimum of 20% of the local labour employed on the project is required to be youth (18 – 35 years of age); and
- (c) A minimum of 1% of the local labour employed on the project is required to be disabled persons.

Non-compliance with the above requirements could be grounds for disqualifying the Tender.

Number of persons planned to be employed														
Occupational Category	Total		Adult				Youth				Disabled			
			Female		Male		Female		Male		Female		Male	
	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days	Persons	Person Days
Clerical														
Labourer														
Managerial														
Semi skilled														
Skilled														
Supervisor														
Total														

Please note: - The definition of youth is any person under the age of 35 years. (18-35 Years)
 - Each person may only be counted once. If a person falls into more than one category, disabled persons take preference, then youth, then adults.
 - Must include all occupational categories (Clerical, Labourer, Managerial, Semi skilled, Skilled and Supervisor).

SIGNATURE: _____ DATE: _____
 (Authorised Person)

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

**T2.2.3 UNEMPLOYMENT INSURANCE FUND (UIF)
REGISTRATION CERTIFICATE (ACT 4 OF 2002)**

A valid Tenderer's Unemployment Insurance Fund (UIF) Registration Certificate to be inserted here.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.4 FORM CONCERNING FULFILMENT OF THE CONSTRUCTION REGULATIONS, 2003

In terms of regulation 4(3) of the Construction Regulations, 2003 (hereinafter referred to as the Regulations), promulgated on 18 July 2003 in terms of Section 43 of the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993) the Employer shall not appoint a contractor to perform construction work unless the Contractor can satisfy the Employer that his/her firm has the necessary competencies and resources to carry out the work safely and has allowed adequately in his/her Tender for the due fulfilment of all the applicable requirements of the Act and the Regulations.

- I confirm that I am fully conversant with the Regulations and that my company has (or will acquire/procure) the necessary competencies and resources to comply with all of the requirements of the Regulations timeously, safely and successfully.

YES	
NO	

- Proposed approach to achieve compliance with the Regulations (Tick)

Own resources, competent in terms of the Regulations (refer to 3 below)	
Own resources, still to be hired and/or trained (until competency is achieved)	
Specialist sub-contract resources (competent) - specify:	

- Provide details of proposed key persons, competent in terms of the Regulations, who will form part of the Contract team as specified in the Regulations (CV's to be attached).

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

4. Provide details of proposed training (if any) that will be undergone:

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

5. Potential key risks identified and measures for addressing risks:

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

6. I have fully included in my Tendered rates and prices (in the appropriate payment items provided in the Schedule of Quantities) for all resources, actions, training and any other costs required for the due fulfilment of the Regulations for the duration of the construction and defects repair period.

(Tick)

YES	
NO	

SIGNATURE OF PERSON(S) AUTHORISED TO SIGN THIS TENDER:

- 1. Date
- 2. Date

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2
------------	-----------	-----------	----------	-----------	-----------

T2.2.5 **FORM OF REQUIRED INFORMATION**

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

NAME OF TENDERER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE NUMBER

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE
BEEN ATTACHED? (MBD 2) **YES/NO**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR
THE GOODS/SERVICES/WORKS OFFERED? **YES/NO**
(IF YES ENCLOSE PROOF)

SIGNATURE OF TENDERER:

DATE:

CAPACITY IN WHICH THIS TENDER IS SIGNED:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2.6 BIDDER'S DISCLOSURE (SBD4)

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 interest 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:

.....

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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**

2.3.1 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 consortium¹ 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.

¹ 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.

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 PREFERENCE POINT SYSTEMS

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

80/20

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

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.

The 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.)

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Specific Goals Category	Weighting (of 20 Points)	Number of points	Acceptable evidence
Local Production and Content	40%	8	<ul style="list-style-type: none"> DTI Local Content Declaration Form (SBD 6.2) DTI Local Content Declaration Form (Annexure C)
>51% Historically Disadvantaged Individuals Ownership (South African citizen - who, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993))	20%	4	<ul style="list-style-type: none"> CSD Report CIPRO Certificate ID Copies
10-50% HDI Ownership		2	
<10% HDI Ownership		0	
Locality (Enterprises located in the Eastern Cape Province)	10%	2	<ul style="list-style-type: none"> Municipal Account, or
Enterprise located outside the Eastern Cape		0	<ul style="list-style-type: none"> Proof of Address
>51% Youth Ownership	15%	3	<ul style="list-style-type: none"> CSD Report CIPRO Certificate ID Copies
10-50% Youth Ownership		1.5	
<10% Youth Ownership		0	
>51% Women Ownership	10%	2	<ul style="list-style-type: none"> CSD Report CIPRO Certificate ID Copies
10-50% Women Ownership		1	
<10% Women Ownership		0	
>51% Disability Ownership	5%	1	<ul style="list-style-type: none"> Medical Certificate
10-50% Disability Ownership		0.5	
<10% Disability Ownership		0	
TOTAL	100%	20	

When the above documentation is not provided as proof the company will automatically score zero points for specific goals.

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 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

..... SIGNATURE(S) OF TENDERER(S)					
SURNAME AND NAME:					
DATE:					
ADDRESS:					
<input style="width: 100%; height: 20px;" type="text"/> Contractor	<input style="width: 100%; height: 20px;" type="text"/> Witness 1	<input style="width: 100%; height: 20px;" type="text"/> Witness 2	<input style="width: 100%; height: 20px;" type="text"/> Employer	<input style="width: 100%; height: 20px;" type="text"/> Witness 1	<input style="width: 100%; height: 20px;" type="text"/> Witness 2

T2.2.9 LOCAL CONTENT DECLARATION (SBD 6.2)

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;

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:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Description of services, works or goods	Stipulated minimum threshold
Solar PV Components <ul style="list-style-type: none"> Laminated PV Modules 15% Module Frame 65% DC Combiner boxes 65% Mounting Structure 90% Inverter 40% 	See individual threshold
HDPE pipes	100%
Water piping Fittings	100%
Sewer piping (PVC)	100%
Sewer piping Fittings	100%
Cement	100%
Nail, Bolts and Nuts	100%
Wire products: fencing mesh	100%
Galvanized steel gate	100%

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

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 are 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.

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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 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/industrialdevelopment/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; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.9 ANNEXURE C – LOCAL CONTENT DECLARATION – SUMMARY SCHEDULE

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Annex C

Local Content Declaration - Summary Schedule

Bid No.

Bid description: **RENOVATIONS OF NIJWEKLOOF STAFF ACCOMMODATION**

Designated product(s)

Tender Authority: **Eastern Cape Parks and Tourism Agency**

Bid Entity name:

Bid Exchange Rate:

Specified local content %:

EU GBP

Note: VAT to be excluded from all calculations

Bid Item no's	List of Items	Bid price - each (incl VAT)	Calculation of local content			Bid sustainability		
			Exempted imported value	Bid value net of exempted imported content	Local content % (per item)	Total bid value	Total exempted imported content	Total imported content
1	Solar PV Components: Laminated PV Modules							
2	Module frame							
3	DC Combiner boxes							
4	Mounting Structure							
5	Inverter							
6	HDPE pipes							
7	Water piping fittings							
8	Sewer Piping (PVC)							
9	Sewer Piping fittings							
10	Cement							
11	Nails, Bolts and nuts							
12	Wire Products: fencing mesh							
13	Galvanized Steel Gate							

Total bid value

Total Exempt imported content

Total bid value net of exempt imported content

Total imported content

Total local content

Average local content % of tender

Signature of Bidder

Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T.3.1

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

Bid No. _____
 Bid description: _____
 Designated Products: _____
 Bidders Authority: _____
 Bidder Entity name: _____
 Bidder Exchange Rate: _____

Note: VAT to be excluded from all calculations

Pula EU GBP

A. Exempted imported content

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content							Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Exempted imported value		
Total exempt imported value											This total must correspond with Annex C -	

B. Imported directly by the Tenderer

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content							Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Total imported value		
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)	
Total imported value by tenderer											R O	

Contractor Witness 1 Witness 2 Employer Witness 1 Witness 2

C. Imported by a 3rd party and supplied to the Tenderer

Description of imported content		Unit of measure	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity imported	Total imported value
(D33)		(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3rd party											R 0	

Calculation of imported content

D. Other foreign currency payments

Type of payment		Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange
(D46)		(D47)	(D48)	(D49)	(D50)
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party					R 0

Calculation of foreign currency payments

Summary of payments		
Local value of payments		
(D51)		
(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above		R 0
This total must correspond with Annex C - C 23		

Signature of tenderer from Annex B

Date:

<input type="text"/>	<small>Witness 1</small>	<input type="text"/>	<small>Witness 2</small>	<input type="text"/>	<small>Employer</small>	<input type="text"/>	<small>Witness 1</small>	<input type="text"/>	<small>Witness 2</small>
----------------------	--------------------------	----------------------	--------------------------	----------------------	-------------------------	----------------------	--------------------------	----------------------	--------------------------

Annex E

Local Content Declaration - Supporting Schedule to Annex C

Bid No.	
Bid description:	
Designated products:	
Bidder Authority:	
Bid Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
Total local products (Goods, Services and Works)			

Manpower costs (Tenderer's manpower cost)	
Factory overheads (Rental, depreciation & amortisation, utility costs, consumables etc.)	
Administration overheads and mark-up (Marketing, insurance, financing, interest etc.)	
Total local content	

This total must correspond with Annex C -

Signature of tenderer from Annex B

Date: _____

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3 DOCUMENTATION, FORMS AND SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES (COMPLIANCE REQUIREMENTS)

Page No.

Refer Section F.3.11 – Stage 1: Compliance Requirements

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.1 RELATED EXPERIENCE OF TENDERER

(NB: This schedule is used in evaluating Compliance requirements)

The Tenderer shall list below or in a separate schedule a statement of those works/services of similar nature which they have satisfactorily completed in the past five years. Information must be provided in the format provided below. It is essential that telephone contact details of references be supplied. Present commitments and their due dates for completion shall also be listed. Where applicable, the project value can be adjusted to reflect the impact of inflation, using the Consumer Price Index (CPI) with the completion date being taken as the base date for the calculation **(Refer Section F.3.11 – Stage 1: Compliance requirements)**

1. PREVIOUS PROJECTS UNDERTAKEN:

EMPLOYER		DESCRIPTION AND NATURE OF WORKS/ SERVICES	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
EMPLOYER/ CONTACT PERSON/ TEL. NO.	CONSULTING ENGINEER/ CONTACT PERSON/ TEL. NO.			

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

2. CURRENT PROJECTS UNDERTAKEN:

EMPLOYER		DESCRIPTION AND NATURE OF WORKS/ SERVICES	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
EMPLOYER/ CONTACT PERSON/ TEL. NO.	CONSULTING ENGINEER/ CONTACT PERSON/ TEL. NO.			

DATE: _____ SIGNATURE OF TENDERER: _____
 (Authorized Person)

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

T2.3.2 LIST OF KEY PERSONNEL

For purpose of evaluating functionality, the Tenderer shall attach hereto a shortened CV and copies of qualifications/certification for each key member listed below.

The Tenderer shall list below the key personnel to be used on this project.

NAME	RESPONSIBILITIES AND AVAILABILITY TO PROJECT	QUALIFICATIONS (ATTACHED COPY)	EXPERIENCE
	Contracts Manager		
	Site Agent		
	General Foreman		
	Electrician		
	Plumber		
	Occupational Health and Safety Officer		
	Environmental Control Representative/ Officer		

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.3

CURRICULUM VITAE OF KEY PERSONNEL

NB: BIDDERS MUST SUBMIT CV's OF KEY PERSONNEL

This form should be completed for each key person listed in the table in section T 2.3.2.

Responsibility or role on the project (as per table T2.3.2)	Contracts Manager
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
<p>Certification:</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience and that I will be available to execute the work for which I have been nominated.</p>	
_____	_____
(Signature of Person named in schedule)	Date

Attach additional pages if more space is required

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Responsibility or role on the project (as per table T2.3.2)	Site Agent
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
<p>Certification:</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience and that I will be available to execute the work for which I have been nominated.</p>	

(Signature of Person named in schedule)	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Responsibility or role on the project (as per table T2.3.2)	General Foreman
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
<p>Certification:</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience and that I will be available to execute the work for which I have been nominated.</p>	

(Signature of Person named in schedule)	Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.6

Responsibility or role on the project (as per table T2.3.2)	Electrician
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
<p>Certification:</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience and that I will be available to execute the work for which I have been nominated.</p>	
<hr/>	
(Signature of Person named in schedule)	Date

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Responsibility or role on the project (as per table T2.3.2)	Plumber
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
<p>Certification:</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience and that I will be available to execute the work for which I have been nominated.</p>	

(Signature of Person named in schedule)	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Responsibility or role on the project (as per table T2.3.2)	Occupational Health and Safety Officer
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
<p>Certification:</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience and that I will be available to execute the work for which I have been nominated.</p>	

(Signature of Person named in schedule)	Date

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Responsibility or role on the project (as per table T2.3.2)	Environmental Control Representative/ Officer
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	Years with firm:
Employment record: (List of chronological order starting with earliest work experience)	
Experience record pertinent to required service:	
<p>Certification:</p> <p>I, the undersigned, certify that to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience and that I will be available to execute the work for which I have been nominated.</p>	
<p>_____</p> <p>(Signature of Person named in schedule) Date</p>	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

SUPPLEMENTARY INFORMATION

Please attach any supporting documentation, CV, Copies of qualifications/ certificates and any other supplementary information to this page.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.11

T2.3.3 SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that the Tenderer presently own or lease and will have available for this contract or will acquire or hire for this contract if my/our Tender is accepted.

- (a) **Details of major equipment that is owned and immediately available for this contract.**

DESCRIPTION (type, size, capacity etc.)	QUANTITY	YEAR OF MANUFACTURE

Attach additional pages if more space is required.

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

(b) Details of major equipment that will be hired, or acquired for this contract if Tender is accepted. Contact details of plant hire company to be provided.

DESCRIPTION (type, size, capacity, etc.)	QUANTITY	HOW ACQUIRED	
		HIRE/ BUY	SOURCE

Attach additional pages if more space is required

The Tenderer undertakes to bring onto site without additional cost to the Employer any additional plant not listed but which may be necessary to complete the contract within the specified contract period.

DATE: _____ SIGNATURE OF TENDERER: _____
(Authorized Person)

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

T2.3.4 SCHEDULE OF PROPOSED SUB-CONTRACTORS

In terms of Clause 4.4 of the Conditions of Contract for Construction, the Tenderer shall enter below the names of sub-contractors he intends to employ for work on this contract, as well as the portion and value of the work to be executed by such sub-contractors.

Based on the definition of SMME provided below the Tenderer should indicate in which category, i.e. Medium, Small, Very Small or Micro, the intended sub-contractor is categorized if applicable.

DESCRIPTION OF PORTION OF WORK	APPROX. VALUE (EXCL. VAT)	NAME, ADDRESS AND TELEPHONE NUMBER OF SUB-CONTRACTOR/SMME	SMME (YES / NO)	SMME CATEGORY MEDIUM/ SMALL/ VERY SMALL/ MICRO	% HDI OWNERSHIP OF SUB-CONTRACTOR

* According to the national Small Business Amendment Act, 2003 (Act No. 26 of 2003) small business (i.e. SMME) is defined as follows:

A separate and distinct business entity, including co-operative enterprises and non- governmental organizations, managed by one owner or more which, including its branches or subsidiaries, if any, is predominantly carried on in any sector or sub-sector of the economy as mentioned in column 1 of the Schedule and which can be classified as a micro, a very small, a small or a medium enterprise by satisfying the criteria mentioned in columns 3, 4 and 5 of the Schedule opposite the smallest relevant size or class as mentioned in column 2 of the Schedule.

(Schedule for Construction Sector given on the following page).

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

SCHEDULE (ONLY CONSTRUCTION SECTOR SHOWN)

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
Sector or Sub-sectors in accordance with the Standard Industrial Classification	Size or Class	Total full-time equivalent of paid employees: Less than:	Total annual turnover: Less than:	Total gross asset value (fixed property excluded): Less than:
Construction	Medium	200	R 26 million	R 5 million
	Small Very	50	R 6 million	R 1 million R0,50
	Small Micro	20	R 3 million	million R0,10
		5	R0,20 million	million

It is to be noted that an entity awarded a contract may not sub-contract more than 25% of the value of the contract.

DATE: _____ SIGNATURE OF TENDERER: _____
(Authorized Person)

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

T2.3.5 CONSTRUCTION METHODOLOGY AND PROGRAMME

Eligibility criteria: The respondent should be able to demonstrate its capability to bring a contract to a satisfactory conclusion by describing the methodology of approach and programme to accomplish the project's required outcomes.

The respondent must explain its understanding of the requirements for successful planning and implementation of infrastructure on nature reserves.

The approach paper should explain the methodologies which are to be adopted under these conditions and demonstrate the compatibility of those methodologies.

The approach should further include a top-quality project plan which outlines processes, procedures and associated resources, applied by whom and when with relevant reporting systems, indicate how risks will be managed, what quality assurance measures are to be put in place. Special emphasis should be placed on key performance indicators as well as innovative procedures to be used.

The successful Tenderer shall submit a detailed programme within 14 days after the commencement date. The Tenderer need to submit a high-level programme in the table provided below to illustrate a comprehensive understanding of the work required as well as a pragmatic approach in performing the work required:

DESCRIPTION OF PHASE AND SECTION OF THE WORKS	ENVISAGED DURATION (WEEKS)	STARTING WEEK NO.*	FINISHING WEEK NO.
Site handover	1	1	1
Site establishment			

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

DESCRIPTION OF PHASE AND SECTION OF THE WORKS	ENVISAGED DURATION (WEEKS)	STARTING WEEK NO.*	FINISHING WEEK NO.

* The execution of the Works should start within 14 days from the Site Handover Date.

DATE: _____ SIGNATURE OF TENDERER _____

(Authorized Person)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.4 OTHER DOCUMENTATION, FORMS AND SCHEDULES
REQUIRED FOR TENDER EVALUATION PURPOSES

Page No.

T2.4.1 Form of Intent to provide a Performance Guarantee

T2.54

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.4.1 FORM OF INTENT TO PROVIDE A PERFORMANCE GUARANTEE

The Tenderer must attach hereto a letter from the bank or institution with whom he has made the necessary arrangements, to the effect that the said bank or institution will be prepared to provide the required performance guarantee when asked to do so.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.1 LIST OF RETURNABLE DOCUMENTS

THE TENDERER MUST SUBMIT THE FOLLOWING DOCUMENTS WITH THIS TENDER. IF THE DOCUMENTS ARE NOT INCLUDED IN THE DOCUMENT, THE DEPARTMENT WILL NOT CONSIDER THIS TENDER. (MANDATORY REQUIREMENTS)

Clause referred to in Standard Conditions of Tender	Document
2.1	<p>Tenderers should provide their CRS Number of registered Contractor as well as JV Partner*. CRS Number of Tenderers or JV Partners needs to be filled in below:</p> <p><u>Tenderer/Leading JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><u>JV Partner</u></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p>*NB: Recent printout from CIDB website indicating the CRS number will also be accepted.</p>
2.13.4	Letter of authorization to sign the Form of Offer and where required in tender document. (See Item T2.2.9 Form I page T2.2.15)
2.25	<p>CSD Report/ Tax Compliance Pin. See Item T2.2.20 Form T page T2.2.33)</p> <p>In Bids where Consortia/Joint Venture/Sub-contractors are involved each party must submit a separate and full CSD reports</p>
2.7	Attendance of the Compulsory Tender Clarification meeting as stipulated.
F.2.11	Tampering with or taking the documents apart is strictly prohibited, this will lead to the tender being considered as non-responsive. All documentation must be stapled into the tender document or attached in a separate file.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.4.2

EASTERN CAPE PARKS & TOURISM AGENCY

CONTRACT NO.: 18/FY/24

**REFURBISHMENT OF NUWEKLOOF STAFF ACCOMMODATION AT
BAVIAANSKLOOF WORLD HERITAGE SITE**

PORTION 2: CONTRACT

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.1

EASTERN CAPE PARKS & TOURISM AGENCY

CONTRACT NO.: 18/FY/24

**REFURBISHMENT OF NUWEKLOOF STAFF ACCOMMODATION AT
BAVIAANSKLOOF WORLD HERITAGE SITE**

PART C1: THE CONTRACT

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

PART C1: THE CONTRACT

Notes:

The Tender Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

TABLE OF CONTENTS		Page
C1:	AGREEMENT AND CONTRACT DATA	C1.1
C1.1	FORM OF OFFER AND ACCEPTANCE	C1.1-C1.8
C1.2.1:	CONDITIONS OF CONTRACT	C1.9-C1.14
C1.2.2:	CONTRACT SPECIFIC DATA	C1.15-C1.18
C1.2.3:	PRO-FORMA PERFORMANCE GUARANTEE	C1.19-C1.22
C1.2.4:	ADJUDICATOR APPOINTMENT	C1.23-C1.25
C2:	PRICING DATA	C2.1
C2.1:	PRICING INSTRUCTIONS	C2.1-C2.2
C2.2:	PROVISIONAL BILLS OF QUANTITIES	C2.3
C3:	SCOPE OF WORK	C3.1
C3.1:	PROJECT SPECIFICATIONS	C3.1-C3.11
C3.2:	PARTICULAR SPECIFICATIONS	C3.12-C3.58
C3.3:	TENDER DRAWINGS	C3.59
C3.4	CONTRACT BOARD LAYOUT DETAIL	C3.60
C4:	SITE INFORMATION	C4.1
C4.1:	GEOTECHNICAL INFORMATION OF SITE	C4.1
C5:	ANNEXURES	C5.1

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.1

C1. AGREEMENT AND CONTRACT DATA

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 in respect of the following works:

TENDER No. 18/FY/24- REFURBISHMENT OF NUWEKLOOF STAFF ACCOMMODATION AT BAVIAANSKLOOF WORLD HERITAGE SITE

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

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

The offered total of the prices inclusive of Value Added Tax is:

R _____ (in words) _____)

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 in the Conditions of Contract identified in the Contract Data.

Signature: *(of person authorized to sign the Tender):* _____

Name: *(of signatory in capitals):* _____

Capacity: *(of Signatory):* _____

Name of Tenderer: *(organization):* _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Address:

Telephone number: _____ Fax number: _____

Witness: _____

Signature: _____

Name:

(In capitals: _____

Date: _____

(Failure of a Tenderer to sign this form will invalidate the Tender)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 the amount due in accordance with the Condition of Contract as set out in the general and Special Conditions of Contract and identified in the Contract Data. Acceptance of the Tenderer upon the terms and conditions and contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in -

Part 1 Agreement, and Contract Data, (which include this Agreement) Part 2

Pricing Data, including the bill of Quantities.

Part 3 Scope of Work Part 4

Site Information

and the schedules, forms, drawing 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 deliver the security in terms of Clause 14 of the JBCC PBA Edition 6.2 May 2018 within the period stated in the contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contract 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, within 14 days of the date on which this Agreement comes into effect. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notified 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.

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Signature:

Name: *(in capitals)*

Capacity:

Name of Employer: (organization)

Address:

Witness:

Signature:

Name:

Date:

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter 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 and 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: _____

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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 the amendments to the documents listed in the Tender Data and addend 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 during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the Tender documents and the receipt by the 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: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

FOR THE TENDERER:

Signature: _____

Name: _____

Capacity: _____

Witness:

Signature: _____

Name: _____

Date: _____

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C1.2 CONTRACT DATA – CONDITIONS OF CONTRACT

Part 1: General Conditions of Contract	C1.9
Part 2: Special Conditions of Contract	C1.9
1. General	C1.9
2. Amendments to the General Conditions of Contract	C1.9

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.8

PART 1: GENERAL CONDITIONS OF CONTRACT

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

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

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

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

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

The Contract Specific Data, General and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardized Specifications in the interpretation of any ambiguity or inconsistency.

--	--	--	--	--	--

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C 1.1 CONTRACT DATA

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C1.24

EASTERN CAPE PARKS AND TOURISM AGENCY

BID FOR THE REFURBISHMENT OF NUWEKLOOF STAFF ACCOMMODATION AT BAVIAANSKLOOF WORLD HERITAGE SITE

C1.1 Contract Data

The General Conditions of Contract for Construction Works, third edition, 2015, published by the South African Institution of Civil Employer Agenting (SAICE), Private Bag X200, Halfway House, 1685, is applicable to this contract and is obtainable from www.saice.org.za.

Copies of the General Conditions of Contract may be obtained from the South African Institution of Civil Employer Agenting Tel: 011 – 805 5947

PART 1: DATA PROVIDED BY THE EMPLOYER

The General Conditions of Contract for Construction Works make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract.

The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the general conditions of contract.

The following amendments and additions to the Clauses are the contract specific data applicable to this Contract:

Clause	Description / Wording
1.1.1.13	The Defects Liability Period is 12 (twelve) months, measured from the date of Certificate of Completion.
1.1.1.15	The Employer is: EASTERN CAPE PARKS AND TOURISM AGENCY. represented by such person or persons duly authorised thereto by ECPTA in writing and the legal successors in title to this person.
1.1.1.16	The Employer's Agent is ROYAL MNDawe HOLDINGS (Pty) Ltd (hereinafter referred to as ROMH) represented by the Employee duly authorised thereto in writing.
1.1.1.28	<i>Delete the contents of Sub-Clause 1.1.1.28 and replace with the following:</i> "Scope of Work means the document(s) containing the Standard Specifications, the Project Particular Specifications and the Drawings, that specify and describe the Works which are to be provided, and any other requirements and constraints relating to the manner in which the work is to be carried out."
New 1.1.1.35	"Drawings means all drawings, calculations and technical information forming part of the Tender Documents (other than information contained in the Specifications) and any modifications thereof or additions thereto from time to time approved in writing by the Employer Agent or delivered to the Contractor by the Employer Agent."
New 1.1.1.36	"Parties" means the Contractor and the Employer.
New 1.1.1.37	"Approved programme" means the latest programme submitted by the Contractor and approved by the Employer's Agent. The latest programme agreed and approved by the Employer's Agent supersedes previous approved programmes
1.2.1.	<i>Delete the contents of Sub-Clause 1.2 and replace with the following:</i> Any written communication between the parties shall have been duly delivered or notices issued if:

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Clause	Description / Wording
1.2.1.1	Handed to the addressee or to his duly authorised agent; or
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <p>Telephone: (0)43 492 0896</p> <p>Address (Physical): 17-25 Oxford Street East London Email: Nathenkosi.Kupiso@ecpta.co.za</p>
1.2.1.2	<p>The Employer's Agent address for receipt of communications and notices is:</p> <p>Address (Physical): No. 6 Leadwood House; Cedar Square Bonza Bay Road Beacon Bay EAST LONDON</p> <p>Telephone: 043 – 748 0018</p> <p>Email: simnikiwex@romh.co.za</p>
New 1.2.1.3	<p>Any notice or claim required in accordance with this Contract shall be communicated separately from other communications, on a separate cover with specific reference to the clause in terms of which the communication was made</p> <p>Provided that the Employer, Employer's Agent and Contractor shall be entitled, by written notice to each other, to change their said addresses.</p>
1.3.5	<p><i>Add the following to the end of Sub-Clause 1.3.5:</i></p> <p>"No part of any document or drawings issued with this enquiry may be copied, photographed or repeated in any manner or by any process without the written consent of the Employer Agent. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and Processes contained in the documents and drawings.</p> <p>The person, firm, or body to whom these documents are issued or made available shall be held jointly and severally responsible in their personal and corporate capacities for any contravention of the requirements of Sub-Clause 1.3.5. The recipients of these documents shall treat the documents as well as the details contained herein as private and confidential."</p>
3.1.1	<p><i>Delete the contents of Sub-Clause 1.2 and replace with the following:</i></p> <p>"The natural person appointed by the Employer to administer the Contract shall be a registered professional in a built environment profession that is appropriate to the Scope of Work."</p>
3.2.1	<p><i>Delete the contents of Sub-Clause 3.2.1 and replace with the following:</i></p> <p>"The function of the Employer's Agent is to administer the Contract in accordance with the provisions of the Contract."</p>
3.2.3	<p><i>Add the following to the end of Clause 3.1.3:</i></p>

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Clause	Description / Wording
	<p>"The Employer Agent shall obtain specific approval from the Employer before executing any of his functions or duties according to the following Clauses of the General Condition of Contract:</p> <ul style="list-style-type: none"> a) The issuing of instructions for dealing with fossils and the like in terms of Clause 4.7. b) The issuing of an instruction to accelerate progress in terms of Clause 5.7. c) Suspend the progress of the works in terms of Clause 5.11.2. d) The approval of any extension of time for completion in terms of Clause 5.12. e) The reduction of a penalty for delay in terms of Clause 5.13.2. f) The issuing of a variation order in terms of Clause 6.3.2. g) The agreeing of the adjustment of the sums for general items in terms of Clause 6.11. h) The giving of a ruling on a contractor's claim in terms of Clause 10.1.5. i) The inclusion of credits in the next payment certificate in terms of Clause 10.1.5.2.
4.1.2	In Clause 4.1.2, line 5, amend "any drawing" to read "any design, drawing".
4.2.3	<p>Add new Sub-Clause 4.2.3:</p> <p>Should the Contractor fail to proceed with due diligence with any Employer's Agent's instruction, the Employer's Agent may notify the Contractor to proceed within 7 days from receipt of such notice. Without further notice, on default by the Contractor, the Employer may employ other parties or use its own resources to give effect to such instruction in addition to any other rights that the Employer may have inter alia in terms of Clause 9.2.1.3.6. The Employer may recover such costs from the Contractor resulting from same.</p>
4.3.1	<p>Add the following to the clause:</p> <p>For conventional construction works the Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) shall apply and the minimum employment conditions which will apply shall be guided by the latest Sectorial Determination: Civil Employer Agenting Sector published from time to time.</p> <p>Compliance with the National Environmental Management Act (NEMA), Act 107 of 1998.</p> <p>Basic Conditions of Employment Act of 1997 (Act No 75 of 1997) as per Government Notice R63 of 25 January 2002, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers."</p> <p>"The Contractor shall comply with the Occupational Health and Safety Specification prepared by the Employer in terms of the Construction Regulations, 2014 promulgated in terms of Section 43 of the Occupational Health and Safety Act (Act No. 85 of 1993).</p> <p>Without limiting the Contractor's obligations in terms of the Contract, the Contractor shall before commencement of the Works or any part thereof, be in the possession of an approved Health and Safety Plan."</p>
4.3.3	<p>Add the following at the end of Clause 4.3:</p> <p>"4.3.2" With regard to the Compensation for Occupational Injuries and Diseases Act (Act No. 130 of 1993), the Contractor shall, within such time as is stated in the Appendix to Part 1 of the Contract Data for the production of insurance policies in terms of Clause 8.6.6, deliver to the Employer a letter, either</p>

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Clause	Description / Wording
	<p>(a) from his Insurance Company certifying that the Contractor has affected insurance with the Company for the full extent of his potential liability in respect of all workmen employed by him on the Contract and undertaking to notify the Employer of the expiry date of the policy at least one calendar month before such date, or</p> <p>(b) from the Compensation Commissioner certifying that the Contractor has complied with the requirements of the above-mentioned Act and is at present in good standing with the Compensation Fund."</p> <p>4.3.4 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <p>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</p> <p>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with. The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its associated Regulations.</p> <p>(iii) The Contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>(iv) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent 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 Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</p> <p>4.3.5 The Contractor shall furthermore, in compliance with Constructional Regulations 2014 to the Act:</p> <p>(i) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014 and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2003 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within fourteen (14) days after the Commencement Date for each assignment and shall be implemented and maintained from the Commencement of the Works.</p> <p>(ii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of</p>

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Clause	Description / Wording
	<p>the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p>(iii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p>
4.4.1	The Contractor shall not sub-contract more than 50% of the contract price
4.4.4	<p><i>Add the following to 4.4.4</i></p> <p>The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Employer shall be governed by "General Conditions of Subcontract for Construction Works (First Edition) 2018</p>
4.4.5	<p><i>Delete the contents of Sub-Clause 4.4.5 and replace with the following:</i></p> <p>"Any consent granted in accordance with Clause 4.4 or appointment of a sub-contractor in accordance with Clause 4.4.3 shall not imply a contract between the Employer and the subcontractor, or a responsibility or liability on the part of the Employer to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.</p> <p>The Employer Agent's consent in respect of any particular subcontractor may be withdrawn at any time should reasonable grounds be given therefore in writing to the Contractor by the Employer Agent, in which event the Contractor shall forthwith terminate the engagement of that subcontractor on the Works.</p> <p>The withdrawal by the Employer Agent of his consent in respect of any particular subcontractor that is engaged in the execution of any portion of the works, including any portions of the Works which are sub-let by the Contractor in accordance with Clause 4.4.3 shall not relieve the Contractor of any of his obligations under the Contract, nor of any of his obligations to sub-let the particular portions of the Works concerned."</p>
4.5.4	<p><i>Delete the contents of Sub-Clause 4.5.4 and replace with the following:</i></p> <p>"For this contract the fees, taxes, levies and other charges to be paid by the Contractor in terms of Sub-Clause 4.5.1.1 will not be refunded by the Employer. The cost thereof shall be deemed to be included in the prices tendered for relevant items in the Bill of Quantities."</p>
4.12.2	<p><i>Add the following to the end of Sub-Clause 4.12.2:</i></p> <p>The Contractor's Construction Manager and senior foremen shall be on site at all times when work is being performed. No work may be performed without these persons being on site.</p>
5.2.1	Commencement Date of the Contract shall be the date the Employer signs the Form of Acceptance and notifies the Tenderer and the Tenderer confirms receipt of the notice of

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Clause	Description / Wording
	Acceptance.
5.3.1	<p>The Contractor is required to submit the documents listed below to the Employer's Agent for his approval within 28 days of Commencement Date.</p> <ul style="list-style-type: none"> a) Health and Safety Plan (Ref. to Clause 4.3) b) Initial Programme (Refer to Clause 5.6) c) Security (Refer to Clause 6.2) d) Insurance (Refer to Clause 8.6) e) Cash flow projections f) Quality Assurance Plan g) Method Statement in terms of EMP <p>In addition to the above, Site handover will only be granted once the Contractor has been introduced to the local community leadership (this is arranged by the Employer in parallel with the above approval process)."</p>
5.3.3	<p>Add the following to the end of Sub-Clause 5.3.3:</p> <p>"However, deemed commencement of the Works shall not be construed as approval of the documentation submitted.</p> <p>"The Contractor shall not commence working until the Department of Labour has issued the Construction Work Permit in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014</p>
5.4.1	<p>Between the wording "... Site," and "the location" In the third line, add the following:</p> <p>"subject to the Contractor having an approved project specific health and safety plan in terms of the Occupational Health and Safety Act 1993: Construction Regulations 2014 and complied with the initial requirements thereof,"</p>
5.4.2	<p>The access and possession of Site shall not be exclusive to the Contractor but as set out in the Scope of Works.</p>
New 5.4.4	<p>Add the following new Sub-Clause 5.4.4:</p> <p>"The Contractor shall bear all costs and charges for special and temporary rights of way required by him in connection with access to the Site. The Contractor shall also provide at his/her own cost any additional facilities outside the Site required by him/her for the purposes of the Works."</p>
5.5.1	<p>The stipulated maximum time limit for Practical Completion is 6 (six) months measured from the commencement date.</p> <p>The period to achieving Practical Completion starts from Commencement Date of the Contract (5.2.1) and is inclusive of:</p> <ul style="list-style-type: none"> a) 28 days to comply with Clause 5.3.1 b) 30 days to allow Employer to obtain Construction Work Permit in terms of Construction Regulation 2014, provided the Health and Safety Plan of the Contractor was in order and approved by the Employer Agent (namely Construction Health and Safety Agent)
5.6.1	<p>The Contractor shall deliver his Works programme within fourteen (14) days after the Commencement Date for each individual order.</p>

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Clause	Description / Wording
5.8.1	<p>Delete the words "between sunset and sunrise" in the first line and replace with "outside normal working hours".</p> <p>"Normal non-working days shall be Saturdays and Sundays.</p> <p>The Contractor will be allowed to work on Saturdays if he so chooses, but Saturdays will not be taken into account when calculating working days or any extension of time granted.</p> <p>The special non-working days are:</p> <ol style="list-style-type: none"> 1) All statutory holidays as declared by National or Regional Government. 2) The year-end break that commences on the first working day after 16 December. Work resumes on the first working day after 5 January of the next year."
5.9.3	<p>Delete the contents of Sub-Clause 5.9.3 and replace with the following:</p> <p>"The Contractor shall give adequate written notice to the Employer's Agent of any instructions or drawings, which the Contractor may require for the execution of the Works and the Employer's Agent shall deliver such instructions and/or drawings to the Contractor. The notice shall include details of the necessary drawing or instruction, details of by when it should be issued, and details of the nature and amount of the delay likely to be suffered if it is late."</p>
5.12.1	<p>Add the following to Clause 5.12.1:</p> <p>An Extension of Time awarded only becomes effective at the original Due Completion Date if, by that date, Practical Completion has not been achieved.</p> <p>To adjust the Due Completion Date, the circumstance must in fact delay Practical Completion.</p> <p>Float belongs to the Project.</p>
5.12.2.2	<p>Add the following to Clause 5.12.2.2:</p> <p>Add to this clause the following:</p> <p>"Extension of time resulting from abnormal weather will be calculated as per the provisions in C3.3.2.23.5 of the Project Document.</p>
5.12.3	<p>Replace the entire sub-clause with the following:</p> <p>"If extension of time is granted, the Contractor shall be paid for such actual delays incurred within the extension period granted, at the rate tendered in the Bill of Quantities for extension of time. For the evaluation of concurrent delays, the delay and disruption protocol of the society of construction law will be applied. Extension of time for concurrent delays may be approved without costs."</p>
5.12.4	<p>Delete the contents of Clause 5.12.4 and replace with the following:</p> <p>"instead of granting extension of time, if feasible, the Employer's Agent may request the Contractor to accelerate the rate of progress to achieve Practical Completion without extension of time and agree the cost for payment of such acceleration in accordance with Clause 5.7.3."</p>
5.12.5	<p>Add the following to Clause 5.12</p> <p>5.12.5 Critical Path Provision</p>

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Clause	Description / Wording
	A delay in so far as extension of time is concerned, will be regarded as a delay only if, on a claim by the Contractor in accordance with the General Conditions of Contract, the Employer's Agent rules that all progress on an item or items of work on the critical path of the approved programme for the execution of the Works by the Contractor, has been brought to a halt. Delays on normal working days only, based on a working week, of five normal working days, will be taken in account for the extension of time.
5.13.1	<p><i>Delete the contents of Sub-Clause 5.13 and replace with the following:</i></p> <p>If the Contractor fails by the Due Completion Date to complete the Works, or any specific portion thereof that is identified in the Scope of Works to the extent which entitles him in terms of Clause 5.14.2 to receive a Certificate of Practical Completion for the Works, then the Contractor shall be liable to the Employer for the sum(s) stated below as (a) penalty/ies for every day which shall elapse between the Due Completion Date for the Works or the specific portion of the Works and the actual Date of Practical Completion of the Works or of the specific portion. The penalty for delay shall be: R2 000 or 0.02% of the Contract Value (excluding VAT) per day; whichever is the higher value."</p>
5.14.1	<p><i>Delete the contents of Sub-Clause 5.14.1 and replace with the following:</i></p> <p>"Save as otherwise provided in the Contract, the Contractor shall be entitled to receive a Certificate of Practical Completion when the Works have reached Practical Completion. The requirement for achieving Practical Completion is that all components of the Works can each be used for its intended purpose within the limits of the Scope of Work (eg water retaining structures shall have passed the specified water tightness tests, bulk mains and reticulation pipelines passed the tests and the backfill completed to the levels required by the Employer's Agent).</p> <p>When the Works are about to reach the said stage, the Contractor shall, in writing, request a Certificate of Practical Completion and the Employer's Agent shall, within 14 days after receiving such request, either where the Works:</p> <ul style="list-style-type: none"> • Has reached Practical Completion issue a Certificate of Practical Completion to the Contractor and to the Employer; or • Has not reached Practical Completion, issue a written list to the Contractor defining the incomplete work and defects to be rectified to achieve Practical Completion. Should the Employer's Agent not issue a Certificate of Practical Completion or such a list within the 14 days, Practical Completion shall be considered to have been achieved on the expiry of the 14 days of the written request in terms of Clause 5.14.1.
5.14.2	<p><i>Delete the contents of Sub-Clause 5.14.2 and replace with the following:</i></p> <p>"As soon as the work referred to in the list issued in terms of Clause 5.14.1 has been duly completed and defects that manifested after the list was issued rectified, the Employer's Agent shall deliver to the Contractor and to the Employer a Certificate of Practical Completion together with a further written list setting out the work to be completed to justify the issuing of a Certificate of Completion."</p>
5.16.3	The latent defect period is ten (10) years.
6.2.1	<p><i>Add the following to the end of Sub-Clause 6.2.1:</i></p> <p>"The security to be provided by the Contractor shall be:</p>

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Clause	Description / Wording
	<ul style="list-style-type: none"> A performance guarantee of ten per cent (10%) of the Contract Sum (worded exactly as per the pro forma included in C1.3). <p>The performance guarantee shall be from an approved South African Insurance Company or Bank to be jointly and severally bound with the Contractor, in accordance with the provisions of the Form of Guarantee."</p>
6.2.3	<p>Delete the contents of Sub-Clause 6.2.3 and replace with the following:</p> <p>"The Contractor shall ensure that the performance guarantee remains valid and enforceable until the issue of the Certificate of Completion and shall submit proof of renewal to the Employer's Agent."</p>
6.5.1.2.1	<p>Add the following to the end of Sub-Clause 6.5.1.2.1:</p> <p>"Gross remuneration" referred to in Sub-Clause 6.5.1.2.1 shall be the nominal hourly or monthly remuneration actually paid to workmen and foremen before any additions for the Contractor's contribution to pension, medical aid, housing, tools, unemployment insurance, site allowance etc., and also before any deductions for tax, pension, medical aid, unemployment insurance, etc."</p>
6.5.1.2.2	<p>Add the following to the end of Sub-Clause 6.5.1.2.2:</p> <p>"Net cost of materials" referred to in Sub-Clause 6.5.1.2.2 shall be the net invoiced cost of materials after the deductions of all discounts, direct or indirect."</p>
6.5.1.2.3	<p>The percentage allowance to cover overhead charges is 15%.</p>
6.6.1	<p>In Clause 6.6.1.2.1, the first line, after the word "sums", insert ", excluding VAT," and in Clause 6.6.1.2.2, the third line, after the word "amount" insert ", excluding VAT,"</p>
6.6.2	<p>In Clause 6.6.2, line 4, after the word "price", insert ", excluding VAT,"</p>
6.8.2	<p>Add the following to the end of Sub-Clause 6.8.2:</p> <p>"The value of the certificates issued shall be adjusted in accordance with the Contract Price Adjustment Schedule (GCC 2015-page 86) with the following coefficients// indices / references:</p> <p>The values of the coefficients are:</p> <p>a = 0,25 b = 0,15 c = 0,55 d = 0,05</p> <p>The relevant geographical area is "Eastern Cape (Province)".</p> <ol style="list-style-type: none"> The base month will be the month prior to the month in which tenders close. The applicable industry for the Producer Price Index for materials is "Civil Employer Agenting". The applicable area for the Producer Price Index for fuel is "Coast".

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Clause	Description / Wording
	<p><i>The Contract Price Adjustment Schedule in GCC 2015 (page 86) is to be amended. Delete and replace the corresponding paragraph(s) with the following:</i></p> <ul style="list-style-type: none"> • "L" is the "Labour Index" and shall be the "Consumer Price Index" for the urban area nearest to the Site as stated in the Contract Data and as published in the Statistical News Release P0141, Table 14 (Additional tables) of Statistics South Africa. • "P" is the "Plant Index" and shall be the "Producer Price Index" for "Civil Employer Agenting Plant" as published in the Statistical News Release P0151, Table 4 of Statistics South Africa. • "M" is the "Materials Index" and shall be the "Consumer Price Index" for "Building and Construction", for the industry as stated in the Contract Data, and as published in the Statistical News Release P0151, Table 3 of Statistics South Africa. • "F" is the "Fuel Index" and shall be the "Producer Price Index" for "Diesel at Wholesale Level", for the area as stated in the Contract Data, as published in the Statistical News Release P0151, Table 4 of Statistics South Africa.
6.8.3	Price adjustments for variations in the costs of special materials: Not allowed
6.9.1	<p>Add to Clause 6.9.1:</p> <p>"The Contractor shall where practicable before delivery, and in any event not later than 24 hours after delivery to the Site, inform the Employer's Agent of any materials which are not his sole property."</p>
6.9.2	In Clause 6.9.2, last line, amend "Works" to read "Permanent Works".
6.10.1	<p>In Clause 6.10.1.5, line 4 amend "documentary evidence" to read "a signed statement".</p> <p>The Contractor shall attach to his certificate the required information regarding the nature, number etc. of labour employed.</p>
6.10.1.5	The percentage advance on materials not yet built into permanent works is 80% (eighty percent).
6.10.3	<p>The percentage retention on the amounts due to the Contractor is 10% (ten percent).</p> <p>The "Limit of the retention money" is 5% (five percent) of the Contract Price.</p>
7.2.1	<p>Add at the end of Clause 7.2.1:</p> <p>"Unless otherwise directed in writing by the Employer's Agent, materials for the Permanent Works shall be new and unused.</p>
7.4.4.1	<p><i>Replace the comma after the word "them" in the last line of Sub-Clause 7.4.4.1 with a full stop, and replace the word "and" with the following:</i></p> <p>"The cost of all tests and testing required as part of the Contractor's own quality control programme, whether particularised or not, shall be deemed to have been allowed for in his tender; and"</p>
7.8	The Defects Liability Period shall be 12(twelve) months, measured from the date of Certificate of Completion.
7.8.1	In subclause 7.8.1 delete the following:

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Clause	Description / Wording
7.8.2.2	<p>"(fair wear and tear excepted)"</p> <p>In subsubclause 7.8.2.2 add the following: ", subject to such work being done on a written instruction by the Employer's Agent."</p>
8.3.1	<p>Excepted risks</p> <p>In Clause 8.3.1.9 insert at the beginning, "Except where the Contract specifically so provides,".</p>
8.6.1	<p><i>Add the following to the end of Sub-Clause 8.6.1:</i></p> <p>"Insurances shall be maintained in force for the duration of the Contract, and in respect of Sub-Contractors, the Contractor shall be deemed to have complied with the provisions of the requirements relating to insurance by ensuring that the Sub-Contractors have effected such insurances."</p>
8.6.1.1.2	<p>The value of the materials supplied by the Employer to be included in the insurance sum is Nil.</p>
8.6.1.1.3	<p>The amount to cover professional fees for repairing damages and loss to be included in the insurance sum is 15% (fifteen percent) of the Contract Price.</p>
8.6.1.2	<p><i>Add the following to the end of Sub-Clause 8.6.1.2:</i></p> <p>"SASRIA (Riot) Certificate to be issued in joint names of Employer and Contractor for the full value of the works (including VAT)."</p>
8.6.1.3	<p>The limit of indemnity shall be R 3 000 000,00.</p> <p>Add to Clause 8.6.1.3: "The minimum amount of insurance required in terms of this Clause shall be per event, the number of events being unlimited.</p>
8.6.1.5	<p><i>Add the following to the end of Sub-Clause 8.6.1.5:</i></p> <p>"Furthermore, the insurance cover effected by the Contractor shall meet the following requirements:</p> <ul style="list-style-type: none"> a) Insurance of Construction Plant and Equipment (including tools, offices and other temporary structures and contents) and all other items (except those intended for incorporation into the Works) brought onto the site for a sum sufficient to provide for their replacement. b) Insurance in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993. c) Motor Vehicle Liability Insurance comprising (as a minimum) "Balance of Third Party" Risks including Passenger Liability Indemnity. d) Where the contract involves manufacturing and/or fabrication of the works or part thereof at premises other than the Site, the Contractor shall satisfy the Employer that all materials and equipment for incorporation in the works are adequately insured during manufacture and/or fabrication. In the event of the Employer having an insurable interest in such works during manufacture or fabrication then such interest shall be noted by endorsement to the Contractor's Policies of Insurance.

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Employer

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Witness 2

Clause	Description / Wording
	<p>e) The insurance policy held by the Contractor shall cover "wet risks" where a portion of the works is subject to possible, occasional or regular inundation."</p> <p>f) Where one or more hired vehicles or Contractor's own vehicles are required for the Employer Agent's site monitoring staff, such vehicles are to be fully comprehensively insured.</p> <p>g) Insurance of all materials stored off Site, and intended for incorporation in the Permanent Works, including their delivery to the Site and off-loading on Site, to the value of such materials for which payment is made in terms of Clause 6.10.1.1 hereof.</p>
8.6.5	<p><i>In the second line of Sub-Clause 8.6.5, after the word "effected" add the words "in the joint names of the Employer and the Contractor"</i></p> <p><i>Add the following to the end of Sub-Clause 8.6.5:</i></p> <p>"The insurance policy shall contain a specific provision whereby cancellation of the policy prior to the end of the period referred to in Cause 8.2.1 cannot take place without the prior written approval of the Employer."</p> <p>"The Employer shall approve (or disapprove) the terms of the insurances within fourteen (14) days from the date of receipt of the policies provided in terms of Clause 8.6.5."</p>
8.6.6	<p>Add to Clause 8.6.6:</p> <p>"The policies and the proof of payment of premiums and continuity of the policies shall be produced within fourteen (14) days."</p>
8.6.8	<p>Add Clause 8.6.8:</p> <p>"In the event of any claim arising under the policies held in terms of this Clause, the Contractor shall forthwith take all necessary steps to lodge his claim on the joint behalf of himself and the Employer, and to secure settlement of such claim, and he shall submit to the Employer's Agent copies of all claims and associated documents.</p> <p>The claim submitted by the Contractor shall cover the cost of repairing and making good as required by Clauses 8.2.2.1 and 8.2.2.3."</p>
9.1.4	<p>Replace the contents of Clause 9.1.4 with the following:</p> <p>"Up to the time of termination of the Contract by either party in terms of this Clause, or until the Contractor gives notice in terms of this Clause to terminate the Contract and the Contractor is precluded from exercising his right to terminate the Contract because the Employer agrees to bear any resultant additional costs provided for in Clause 9.1.2.2 hereof, the Contractor:</p> <p>a) will be entitled to an extension of calendar time for working days lost as may be approved by the Employer's Agent, and</p> <p>b) will be reimbursed the cost of delays per working day, where the number of working days will be determined pro rata the effect the delays have on the progress of the work as agreed with the Employer's Agent. Payment in full and final settlement will be made at the rates tendered for the payment items specially provided in the Bill of Quantities</p> <p>Where the circumstances described in Clauses 9.1.1 and 9.1.2 are applicable only to a certain portion of the contract, the Employer's Agent will decide after consulting the Contractor, to what extent the Contract as a whole is affected and whether or not a claim</p>

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Clause	Description / Wording
	<p>in terms of this Clause can be submitted.</p> <p>No payment will be made in terms of this Clause after the expiry of the Due Completion Date.</p>
9.2.1.3.2	<p><i>Add the following to the end of Sub-Clause 9.2.1.3.2:</i> “or to maintain and extend the validity of the performance guarantee until the Certificate of Completion; or”</p> <p><i>Delete the contents of Sub-Clause 9.2.1.3.6 and replace with the following:</i></p> <p>“Is not executing the Works in accordance with the Contract, or is neglecting or failing to carry out his obligations under the Contract, inter alia to comply with any instruction under Clause 4.2;or”</p>
New 9.2.1.3.9	<p>“The Contractor committed a corrupt or fraudulent act during the procurement process or the execution of the contract.</p>
New 9.2.1.3.10	<p>An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the Contractor.”</p>
10.1.1.1	<p><i>Delete the contents of Sub-Clause 10.1.1.1 and replace with the following:</i></p> <p>“The Contractor shall within 28 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written claim, referring to this Clause and setting out:”</p>
10.1.1.1.3	<p><i>Delete the contents of Sub-Clause 10.1.1.1.3 and replace with the following:</i></p> <p>“The length of the extension of time, if any, claimed and the basis of the calculation by incorporating the effects of each circumstance, event, act or omission on the critical path of an approved programme, indicating the delay to Practical Completion, and”</p>
10.1.1.2	<p><i>Delete the contents of Sub-Clause 10.1.1.2 and replace with the following:</i></p> <p>“If, by reason of the nature and circumstances of the claim, the Contractor cannot reasonably comply with all or any of the provisions of Clause 10.1.1.1.11 to 10.1.1.1.4 to deliver a claim within the said period of 28 days, he shall:</p>
10.1.1.2.1	<p>Within the said period of 28 days issue a further notice referring to the relevant notice in terms of Clause 10.1.2 and confirming his intention to make the claim and comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as he reasonably can, and</p>
10.1.1.2.2	<p>As soon as practicable, comply with such of the requirements of Clause 10.1.1.1.1 to 10.1.1.1.4 as have not yet been complied with.”</p>
10.1.1.3	<p><i>Delete the contents of Sub-Clause 10.1.1.3 and replace with the following:</i></p> <p>“If the circumstance, event, act or omission relating to the claim are of an ongoing nature:</p>
10.1.1.3.1	<p>the Contractor shall, within 14 days after the commencement of each circumstance, event, act or omission giving rise to such a claim, deliver to the Employer's Agent a written notice of his intention to submit a claim, referring to this Clause and setting out the particulars of the circumstance, event, act or omission. Provided that the additional payment or compensation or delay that occurred before 14 days prior the date on which the notice in terms of this clause was delivered, shall be deemed to be covered by the</p>

Contractor

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Clause	Description / Wording
	rates and/or prices set out in the Pricing Data and the time stated in the Contract Data relating to Clause 5.5.1.
10.1.1.3.2	The Contractor shall, in addition to delivering the said further notice within 28 days in terms of Clause 10.1.1.2.1, each month deliver to the Employer's Agent, in writing, updated particulars required in terms of Clause 10.1.1.1.1 to 10.1.1.1.4 and, within 28 days after the end of the circumstance, event, act or omission deliver his final claim."
10.1.1.4	<i>Add the following new Sub-Clause 10.1.1.4:</i> Discussions of claims during site meetings and minutes of such discussions shall not be regarded as a claim or notice by the Contractor of his intention to make a claim unless it is supported by a written submission in terms of Clause 10.1.1.1"
10.1.2	The Contractor shall issue an early warning notifying to the Employer's Agent as soon as he becomes aware of any circumstance, event, act or omission which could: a) increase the Contract Prices, b) Delay Practical Completion, or c) Impact on quality, or d) impair the performance of the Works in use
10.1.4	If, in respect of any claim to which this Clause refers, the Contractor fails to deliver his claim within the 28 day claim period in terms of Clause 10.1.1.1 or does not deliver a further notice within the period of 28 days in terms of Clause 10.1.1.2.1 or does not deliver his final claim within 28 days after the circumstance, event, act or omission ceased in terms of Clause 10.1.1.3.2, the Due Completion Date shall not be extended, the Contractor shall not be entitled to additional payment, and the Employer shall be discharged all liability in connection with the claim. Provided that failure by the Contractor to give an early warning notice in terms of Clause 10.1.2 which an experienced Contractor could have given, the claim shall be assessed by the Employer's Agent and the ruling in terms of Clause 10.1.5 shall be taken into account the lack of mitigation measures employed due the lack of such early warning notice."
10.1.5	Where the Employer's Agent fails to make a ruling within such 28 days the claim shall be deemed to be refused
10.3.2	Amicable settlement in terms of Sub-Clause 10.4 shall be utilised for all disputes prior to referring any dispute to adjudication
10.4	
10.4.2	Where an amicable settlement fails subsequently to adjudication, the dispute shall be resolved by arbitration.
10.5.1	Dispute resolution shall be by means of adjudication
10.5.3	The number of Adjudication Board Members to be appointed is one (1).
10.7.1	The determination of disputes which are unresolved in terms of Clause 10.5.3 shall be by arbitration.
10.10.1	<i>Delete the contents of Sub-Clause 10.10.1 and replace with the following:</i> Nothing herein contained shall deprive the Contractor or the Employer of either party's right to institute immediate court proceedings in respect of failure by the Employer or the Contractor, as the case may be, to pay the amount of a payment certificate on its due date, or to pay any amount of retention money on its due date for payment.
10.10.3	<i>Delete the contents of Sub-Clause 10.10.3 and replace with the following:</i>

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Clause	Description / Wording
	The Adjudication Board, arbitrator and the court shall have full power to open up, review and revise any ruling, decision, order, instruction, certificate or valuation of the Employer's Agent. The Arbitrator and the court shall have full power to and to reconsider any decision by the Adjudication Board relevant to the matter in dispute, and neither party shall be limited in such proceedings before such arbitrator or court to the evidence or arguments put before the Employer's Agent for the purpose of obtaining his ruling, or the Adjudication Board for the purpose of obtaining a decision.
	ADDITIONAL CONDITIONS OF CONTRACT
11	The Contractor is to provide all labour, material, workmanship, machinery and everything which is or may be necessary in and for the execution and entire completion of the Contract in accordance with the Conditions of Contract, Drawings and Scope of Work.
12	The Contractor shall treat the details of the Works comprised in this Contract as private and confidential (save in so far as may be necessary for the purposes hereof) and shall not publish or disclose the same or any particulars thereof in any trade or technical paper elsewhere without prior written consent of the Employer Agent.
13	<p>Penalty for failure to meet proposed direct participation of targeted enterprise (new clause)</p> <p>In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:</p> <p>Where $P = 0,50 \times (D - D_0) \times NA$</p> <p>D = tendered Contract Participation Goal percentage.</p> <p>D₀ = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.</p> <p>NA = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as expenditure specified by the Employer Agent for items with no local labour content; eg cost of Employer's OH&S Agent and ECO).</p> <p>P = Rand value of penalty payable</p>
14	<p>Penalty for failure to meet proposed direct participation of targeted labour (new clause)</p> <p>In the event that the Tenderer fails to substantiate that any failure to achieve the Contract Participation Goal was due to quantitative under runs, the elimination of items, or any other reasons beyond the Contractor's control which may be acceptable to the Employer, it shall be liable to pay to the Employer a financial penalty calculated in the following manner:</p> <p>Where $P = 0,50 \times (D - D_0) \times NA$</p> <p>D = tendered Contract Participation Goal percentage.</p> <p>D₀ = the Contract Participation Goal which the Employer's representative based on the credits passed, certifies as being achieved upon completion of the contract.</p> <p>NA = Net Amount (actual contract expenditure, adjusted to exclude non-applicable expenditure such as expenditure specified by the Employer Agent for items with no local labour content; eg cost of Employer's OH&S Agent and ECO).</p> <p>P = Rand value of penalty payable</p>

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PART 2: DATA PROVIDED BY THE CONTRACTOR

PART 2: DATA PROVIDED BY THE CONTRACTOR

Clause	Description / Wording
1.1.1.4	The time for achieving Practical Completion is months (measured from the Commencement Date)
1.1.1.9	The Contractor is: <i>(The legal name of the Contractor)</i>
1.2.1.2	<p>The Contractor's address for receipt of communications and notices is:</p> <p>Address (Postal): Address (Physical):</p> <p>.....</p> <p>.....</p> <p>Telephone: Facsimile:</p> <p>Email:</p>

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Employer

Witness 1

Witness 2

C1.2.3 PERFORMANCE GUARANTEE

GUARANTOR DETAILS AND DEFINITIONS

"Guarantor" means:

Physical address:

"Employer" means:

"Contractor" 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:

"Expire Date" means:

CONTRACT DETAILS

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

PERFORMANCE GUARANTEE

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum.
- 2 The Guarantor's period of liability shall be from and including the date of issue of this Performance Guarantee and 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. 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.
- 3 The Guarantor hereby acknowledges that:
 - 3.1 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;
 - 3.2 its obligation under this Performance Guarantee is restricted to the payment of money.
- 4 Subject to the Guarantor's maximum liability referred to in 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in 4.1 to 4.3:
 - 4.1 A copy of a first written demand issued by the Employer to the Contractor 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

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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;

- 4.2 A first written demand issued by the Employer to the guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) days has elapsed since the first written demand in terms of 4.1 and the sum certified has still not been paid;
- 4.3 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.
- 5 Subject to the Guarantor's maximum liability referred to in 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:
 - 5.1 the Contract has been terminated due to the Contractor's default and that this Performance Guarantee is called up in terms of 5; or
 - 5.2 a provisional or final sequestration or liquidation court order has been granted against the Contractor and that the Performance Guarantee is called up in terms of 5; and
 - 5.3 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.
- 6 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of 4 and 5 shall not exceed the Guarantor's maximum liability in terms of 1.
- 7 Where the Guarantor has made payment in terms of 5, 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.
- 8 Payment by the Guarantor in terms of 4 or 5 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 9 Payment by the Guarantor in terms of 5 will only be made against the return of the original Performance Guarantee by the Employer.
- 10 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer may deem 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.
- 11 The Guarantor chooses the physical address as stated above for the service of all notices for all purposes in connection herewith.
- 12 This Performance Guarantee is neither negotiable nor transferable and shall expire in terms of 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.
- 13 This Performance Guarantee, with the required demand notices in terms of 4 or 5, shall be regarded as a liquid document for the purposes of obtaining a court order.
- 14 Where this Performance Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's 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.

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Signed at

Date

Guarantor's signatory: (1)

Capacity

Guarantor's signatory (2)

Capacity

Witness signatory: (1)

Witness signatory: (2)

Contractor

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Witness 2

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Witness 1

Witness 2

C1.2.4 ADJUDICATION

Adjudication shall be carried out in terms of Clauses 10.5 and 10.6 of the General Conditions of Contract 2015.

The Disclosure Statement and the Adjudication Board Member Agreement to be used in this Contract are contained Appendices 4 and 5 of the General Conditions of Contract 2015.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C.2 PRICING DATA

C.2.1 PRICING INSTRUCTIONS

- a) The Conditions of Contract, the Contract Data, the Scope of Work, the Site Information and the Drawings shall be read in conjunction with the Bill of Quantities.
- b) Measurement and payment shall be in accordance with the relevant provisions of clause 8 of each of the SANS 1200 Standardized Specifications for Civil Employer Agenting Construction or the Particular Specifications referred to in the Scope of Work, subject to the variations and amendments contained therein. Where applicable the:
- i) Building work has been drawn in accordance with Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Seven Edition), 2015.
 - ii) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- c) The Bill of Quantities comprises items covering the Contractor'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 of Quantities, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the Employer's Agent is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill of Quantities.

Clause 8 of each Standardized Specification, and the measurement and payment clause of each Particular Specification, read together with the relevant clauses of the Scope of Work, all set out which ancillary or associated activities are included in the rates for the specified operations.

- d) Descriptions in the Bill of Quantities are abbreviated and comply generally but may differ from those in the Standardized Specifications and Scope of Work. No consideration will be given to any claim by the Contractor submitted on such a basis. The Bill of Quantities has been drawn up generally in accordance with the latest issue of Civil Employer Agenting Quantities². Should any requirement of the measurement and payment clause of the appropriate Standardized or Particular Specifications be contrary to the terms of the Bill of Quantities or, when relevant, to the Civil Employer Agenting Quantities, the requirement of the appropriate Standardized or Particular Specification, as the case may be, shall prevail.
- e) Unless stated to the contrary, items are measured net in accordance with the Drawings without any allowance having been made for waste.
- f) 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.

Provision is made on the Summary of the Bill of Quantities for the addition of Value Added Tax.

- g) 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.

Contractor

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Witness 2

Employer

Witness 1

Witness 2

The Tenderer shall also fill in a rate against the items where the words "rate only" appears 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.

- h) 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. 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.

The quantities set out in the Bill of Quantities are the estimated quantities of the Contract Works, but the Contractor will be required to undertake the quantities as may be directed by the Employer's Agent from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.

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

- i) 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 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

- j) 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	h	=	hour
m	=	metre	kg	=	kilogram
km	=	kilometre	t	=	ton (1 000 kg)
m ²	=	square metre	No	=	number
m ² .pass	=	square metre-pass	sum	=	lump sum
ha	=	hectare	MN	=	Meganewton
m ³	=	cubic metre	MN.m	=	Meganewton-metre
m ³ .km	=	cubic metre-kilometre	PC sum	=	Prime Cost sum
ℓ	=	litre	Prov sum	=	Provisional sum
kℓ	=	kilolitre	%	=	per cent
MPa	=	MegaPascal	kW	=	kilowatt
Mℓ	=	Megalitre (1000 kℓ)	kN	=	kilonewton

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C2.2

BILLS OF QUANTITIES

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

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C2.2

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
1	SABS 1200A	SECTION A : PRELIMINARY & GENERAL				
1.1	8.3	Schedule Fixed-Charge and Value-Related Items				
1.1.1	8.3.1	Contractual Requirements	Sum	1		
	8.3.2	Establishment of Facilities on Site:				
	8.3.2.1	Facilities for the Engineer:				
1.1.2	(b)	Nameboards (No.)	Sum	1		
	8.3.2.2	Facilities for the Contractor:				
1.1.3	a)	Offices and Storage Sheds	Sum	1		
1.1.4	b)	Workshops	Sum	1		
1.1.5	c)	Laboratories	Sum	1		
1.1.6	d)	Living Accommodation	Sum	1		
1.1.7	e)	Ablution and Latrine Activities	Sum	1		
1.1.8	f)	Tools and Equipment	Sum	1		
1.1.9	g)	Water Supplies, Electric Power and Communications	Sum	1		
1.1.10	i)	Access to Contractor Facilities	Sum	1		
1.1.11	j)	Plant	Sum	1		
	8.3.3	Other Fixed-Charge Obligations:				
1.1.12	8.3.3	Health and Safety Obligations	Sum	1		
1.1.13	8.3.3	Risk Assessments	Sum	1		
1.1.14	8.3.3	Provision for the Preparation of a Project Specific OH&S Plan	Sum	1		
1.1.15	8.3.3	Health and Safety File	Sum	1		
1.1.16	8.3.3	Training	Sum	1		
1.1.17	8.3.3	Medical Assessment of Employees	Sum	1		
1.1.18	8.3.3	Operation and maintenance of Quality Assurance System	Sum	1		
1.1.19	8.3.3	General Safety Obligations	Sum	1		
1.1.20	8.3.3	Compliance with Requirements of Environmental Management Plan	Sum	1		
1.1.21	8.3.4	Remove Site Establishment on Completion	Sum	1		
1.2	8.4	Scheduled Time-Related Items				
1.2.1	8.4.1	Contractual Requirements	Sum	1		
	8.4.2	Operation and Maintenance of Facilities on Site, for Duration of Construction:				
	8.4.2.1	Facilities for the Engineer:				
1.2.2	(b)	Nameboards (1 No.)	Sum	1		
	8.4.2.2	Facilities for the Contractor:				
1.2.3	a)	Offices and Storage Sheds	Sum	1		
1.2.4	b)	Workshops	Sum	1		
1.2.5	c)	Laboratories	Sum	1		
1.2.6	d)	Living Accommodation	Sum	1		
Carried Forward						R -

RENOVATIONS OF NUWEKLOOF STAFF ACCOMMODATION
AT BAVIAANS WORLD HERITAGE SITE



					Brought Forward		R
1.2.7	e)	Ablution and Latrine Activities	Sum	1			
1.2.8	f)	Tools and Equipment	Sum	1			
1.2.9	g)	Water Supplies, Electric Power and Communications	Sum	1			
1.2.9	g)	Water Supplies, Electric Power and Communications	Sum	1			
1.2.10	i)	Access to Contractor Facilities	Sum	1			
1.2.11	j)	Plant	Sum	1			
1.2.12	8.4.3	Supervision for the Duration of Construction	Sum	1			
1.2.13	8.4.4	Company and Head Office Overhead costs for Duration of Contract	Sum	1			
1.2.14	8.4.5	Quality Control and Quality Assurance System for the Duration of the Contract	Sum	1			
1.2.15	8.4.5	Maintain Health and Safety Plan	Sum	1			
1.3	8.5	Sums Stated Provisionally by Engineer					
1.3.1	a)	Provision for ESKOM Application and Installation	Prov Sum	1	R 7 140,04	R 7 140,04	
1.3.2	b) 1)	Additional Testing required by the Employer Agent	Prov Sum	1	R 2 856,02	R 2 856,02	
1.3.3	b) 2)	Overhead, Charges, Profit etc. on Item 1.3.2	%				
1.3.4	b) 1)	Community Liaison Officer (CLO) Remuneration	Prov Sum	1	R 7 140,04	R 7 140,04	
1.3.5	b) 2)	Overhead, Charges, Profit etc. on Item 1.3.4	%				
1.3.6	b) 1)	Provision of Preliminary and General Items for EME Sub-contractors	Prov Sum	1	R 5 712,03	R 5 712,03	
1.3.7	b) 2)	Overhead, Charges, Profit etc. on Item 1.3.10	%				
1.4	8.6	Prime Cost Items					
1.4.1	a)	Provisional contingency allowance for miscellaneous items	Prov Sum	1	R 7 140,04	R 7 140,04	
1.4.2	b)	Overhead, Charges, Profit etc. on Item 1.4.1	%				
1.4.3	c)	Transport and labour to handle and install miscellaneous items as per Item 1.4.1 above	Sum	1			
1.5	8.7	Daywork					
1.5.1		TLB	hour	1	R 1 000,00	Rate only	
1.5.2		6m ³ Tipper Truck	hour	1	R 800,00	Rate only	
1.5.3		Roller Compactor	hour	1	R 60,00	Rate only	
1.5.4		Rammer Compactor	hour	1	R 50,00	Rate only	
1.5.5		Storage Shed / Hut	hour	1	R 30,00	Rate only	
1.5.6		Portable Ablution	hour	1	R 20,00	Rate only	
1.5.7		Generator	hour	1	R 35,00	Rate only	
1.5.8		Water Pump	hour	1	R 35,00	Rate only	
1.5.9		Survey Equipment e.g. Dumpy Level	hour	1	R 35,00	Rate only	
1.6	8.8	Temporary Works					
1.6.1	8.8.1	Provide , maintain, scarify as necessary access road and / or track to provide access to all sections of the pipeline route	Sum	1			
1.6.2	8.8.2	Traffic Accommodation for Pipeline Construction within the Road Reserve	Sum	1			
1.6.3	8.8.4	Supply, Detect, Expose and Protect Existing Services Intersecting and Adjoining Pipeline Route	Sum	1			
Total Section A Carried to Summary							R 29 988,16

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
3	SABS 1200 L	SECTION C : WATER SUPPLY				
	SABS 1200 DB	EARTHWORKS (PIPE TRENCHES)				
		EXCAVATION				
		Excavate in all materials for trenches, backfill and compact, for pipes:				
	8.3.2(a)	Up to 110 mm diam. for depths up to 1m	m	400		
	8.3.3.1	Make up deficiency in backfill material including compaction (provisional)				
		a) from other necessary excavations or stockpiles on site	m³	120		
	PSD 8.3.8.1	Hand excavation to expose existing water services	m³	50		
	SABS 1200 LB	BEDDING (PIPES)				
		PROVISION OF BEDDING				
		a) Suitable granular material from other trenches or necessary excavations on site, including compaction.				
		1) Selected cradle material	m³	80		
		2) Selected blanket material	m³	160		
	8.2.2.3	b) Commercial sources, including for compaction.(Provisional)				
		1) Selected cradle material	m³	80		
		2) Selected blanket material	m³	160		
	PSLC 8.2.10	c) Concrete for bedding of pipes - 15 MPA	m³	2		
SABS 1200 L	PIPELINE					
8.2.2	Supply, lay, bed (Class C), joint, incl. cut pipes to length where required, test and disinfect: Extra-over SABS 1200L for pipelaying					
	HDPE pipes to ISO 4427 with compression joints					
	a) 25mm diam. HDPE - PN10	m	80			
	a) 50mm diam. HDPE - PN10	m	420			
Carried Forward						R

				Brought Forward	R	-
8.2.2	Supply, lay, bed (Class C), joint, incl. cut pipes to length where required, test and disinfect: Extra-over SABS 1200L for pipelaying					
	HDPE Compression Bends with ends to suit HDPE pipes					
	c) 50mm diam	No.		4		
	Compression fittings for use on HDPE pipes					
	End caps					
	50mm diam	No.		2		
	VALVES, FLOW METER, ETC.					
8.2.3	Supply, joint, incl. cut pipes where necessary and test extra over for pipe laying					
	a) Gate valves Class 16, cap top, cast iron to SABS 664					
	Socketed for uPVC pipes					
	b) PN16 Double Union Ball Valve					
	50mm diam	No.		4		
				Carried Forward	R	-

				Brought Forward	R
		ANCILLARIES			
PSL 8.2.11	Anchor / thrust blocks and pedestals				
	Concrete mix 15/19 (25 MPA)	m ³	2		
PSL 8.2.15	Marker on kerb	No.	4		
8.2.13	VALVE CHAMBERS AND BOXES:				
	Valve chambers and boxes, complete				
	Valve boxes for gate valves	No.	4		
1200DB 8.3.2 (a)	Excavate in all materials, incl bedding, backfill and compaction for erf connections	m			
8.2.3	Supply and install fittings				
	b) 25 mm "Cobra conex" 90 deg bend	No.	10		
	c) 50mm x 25mm / 32mm HDPE Compression Branch Saddle	No.	10		
PSL 8.2.17	Connection to existing municipal watermains	Sum	1		
PSL 8.2.18	Construction of the Pressure Reducing Valve Complete at the Water Main Tee	Sum	1		
	Provision of Rainwater Tanks for Rain water Harvesting	No.	3		
Total Section C Carried to Summary				R	-

RENOVATIONS OF NUWEKLOOF STAFF ACCOMMODATION
AT BAVIAANS WORLD HERITAGE SITE

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
4		SECTION D : SEWERS				
	SABS 1200 DB	EARTHWORKS (PIPE TRENCHES)				
4.1		EXCAVATION				
	8.3.2(a)	Excavate in all materials for trenches, backfill, compact and dispose of surplus/ unsuitable material, for pipes:				
		a) 110 mm up to 160 mm diam. for depths:				
		For depths over and up to:				
4.1.1		0,0m 1,0m	m	70		
4.1.2		1,0 m 1,5m	m	2,5		
4.1.3		1,5m 2,0m	m	1		
4.1.6		Extra-over items 4.1.1 to 4.1.5 incl. for (provisonal)				
4.1.7		Intermediate excavation				
4.1.8		Hard rock excavation				
	8.3.2(a)	HAND EXCAVATION: Excavate in all materials for trenches, backfill, compact and dispose of surplus/ unsuitable material, for pipes:				
		a) 110 mm up to 160 mm diam. for depths:				
		For depths over and up to:				
4.1.9		0,0m 1,0m	m	10		
4.1.10		1,0 m 1,5m	m	10		
4.1.11		1,5m 2,0m	m	10		
		Extra-over items 4.1.9 to 4.1.13 incl. for (provisonal)				
		Intermediate excavation	m³	5		
		Hard rock excavation	m³	5		
	8.3.2(c)	Excavate and dispose of unsuitable material from trench bottom (Provisonal)	m³	5		
		EXCAVATION. ANCILLARIES Make up deficiency in backfill material (Provisonal)				
	8.3.3.1	Make up deficiency in backfill for replacing unsuitable material or filling over pipes in roadway (provisonal)				
		a) from other necessary excavations or stockpiles on site	m³	50		
		EXISTING SERVICES				
		Services across and in trenches:				
	PSD 8.3.8.1 (c)	Hand excavation to expose services or working in restricted areas	m²	20		
	SABS 1200 LB	BEDDING (PIPES)				
4.2		PROVISION OF BEDDING				
		a) From site, including compaction				
		1) Selected sand cradle	m³	40		
		2) Selected fill blanket	m³	20		
	8.2.2.3	b) From commercial sources, including compaction				
		1) Selected sand cradle	m³	40		
		2) Selected fill blanket	m³	25		
	8.2.2.1	Sand bedding (Prov.)	m³	5		
		Stone bedding (Prov.)	m³	5		
		Encasing of pipes in concrete	m³	5		
		Geotextile fabric (Prov.)	m³	5		
Carried Forward						R -

RENOVATIONS OF NUWEKLOOF STAFF ACCOMMODATION
AT DAVIAANS WORLD HERITAGE SITE

		Brought Forward		R	-	
4.3	SABS 1200 LD	PIPEWORK				
	8.2.1	Supply, lay, joint,bed Class uPVC Class 34 sewer pipe and air test sewer pipes with spigot and socket joint.				
		110 mm diameter class 34	m	72,5		
		160 mm diameter class 34	m	0		
	1200 LD 8.2.3	MANHOLES, ETC. Manholes to Dwg No. 6027/016/010 complete with Type 4 cover and frame, for depths over and up to				
		0 - 0.5 m	No.	1		
		0.5 m - 1,0 m	No.	1		
		1,0 m - 1,5 m	No.	1		
		Extra-over Items .5.2.3 to 4.2.9 for Type 2A SANS approved polymer concrete cover and frame.	No.	2		
		Extra-over Items .5.2.3 to .5.2.9 for Type 4A SANS approved Polymer concrete manhole covers and frames.	No.	2		
		Erf Connections				
		100 mm, 4-5 m long, to sewers up to 225 mm	No.	1		
		Sloping drop				
		100 mm, 2-3 m long, to sewers up to 225 mm	No.	1		
4.4	SABS	SUNDRIES				
		Anchor blocks, concrete mix	m ²	2		
		Marker posts, complete, installed	No.	5		
		Permanent plug stoppers	No.	2		
		Break into and connect to existing manhole, including flexible joints and make good all benching.	Sum	1		
		Raising or lowering of existing manholes	No.	1		
		Locate, exposed and cut into existing 110mmØ sewer prior to conservancy tank. Make connection, seal and make good to original condition.	No			
	SABS 8.2.2	Supply and install specials complete. End caps.				
		110mm Ø	No.	2		
		160mm Ø	No.	0		
		Short stub end at manholes or inspection chamber				
		110mm Ø	No.	2		
		160mm Ø	No.	0		
4.5	SABS 1200	MISCELLANEOUS ITEMS				
		SEPTIC TANK				
		Construction of complete Spetic Tank as per drawing: ROM-143-07-076-04-05	No	1		
		Decomission and fill up existing Spetic Tank	Sum	1		
Total Section D Carried to Summary					R	-

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
		SECTION E: SECURITY FENCING				
PB 8	E1	SECURITY FENCING				
PB 8.1	E1.1	Clear 1m wide strip for fence line	m	200		
PB 8.2	E1.2	Supply, delivery and installation of new security fencing, 2.5mm diameter strain fencing wire, single strand	m	200		
PB 8.2.2	E1.3	Supply and Install Pre-stressed posts embedded in 15Mpa concrete base:				
	E1.3.1	100x100mm Pre-stressed concrete gate posts 2400mm long with 500mm over hang set in 500x500x800mm concrete base	No	2		
	E1.3.2	100x100mm Pre-stressed concrete corner posts 2400mm long with 500mm over hang set in 450x450x700mm concrete base	No	6		
	E1.3.3	100x100mm Pre-stressed concrete straining posts 2400mm long with 500mm over hang set in 450x450x700mm concrete base	No	72		
	E1.3.4	80x80mm Pre-stressed concrete stay posts 2200mm long set in 400x700x400mm concrete base	No	48		
	E1.3.5	100x100mm Pre-stressed concrete intermediate posts 2400mm long with 500mm overhang set in 450x450x700mm concrete base	No	48		
PB 8.2.3	E1.4	Supply and Install: 1800mm high ridgeback dropper	No	78		
PB 8.2.4	E1.5	Supply and Install: 500mm Flat Wrap razor wire with 3 strands of binding wire	m	200		
PB 8.2.5	E1.6	Supply and Install: 1800x300x150x0.3mm Standard density Razor Mesh fixed to straining wires	m ²	360		
PB 8.2.6	E1.7	Supply and Install: 6m wide iron sliding gate with razor wire (in accordance with the manufacturer's specifications)	No	1		
		TOTAL SECTION E: Carried to Summary			R	0,00

RENOVATIONS OF NUWEKLOOF
STAFF ACCOMMODATION
AT BAVIAANS WORLD HERITAGE SITE



ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
2	SABS 1200 C	SECTION B : SITE CLEARANCE				
2.1	8.2.1	Clear and grub (incl all trees up to 1m girth) within site boundaries	m ²	100		
	PSC 8.2.2	Remove and grub trees incl taking to a dump site				
2.2		a) Girth greater than 1m	No.	1		
2.3	8.2.10	Strip topsoil to nominal depth 150mm and stockpile on site only where instructed by engineer	m ³	30		
		Take down existing fences	m	50		
2.4	8.2.7	Dismantle and remove existing pipework and dispose of off site	m	30		
	PSC 8.2.14	Demolish and remove existing structures				
2.5		a) Concrete elements not suitable for breaking or re-use	m ³	100		
2.6	8.9	Transport waste material (plastic, garden and home refuse, rubbish) and debris to dump site	m ³	200		
2.7	8.2.8	Demolish and remove structures/buildings up to 250mm thick	m ²	50		
2.8	8.2.8	Dismantle steelwork, iron roof sheets etc. up to 3m high	t	10		
2.9	8.2.9	Cart Hazardous materials and debris to Willowmore Depot or to dispose to registered site	m ³ .km	70		
Total Section B Carried to Summary						R -

ITEM NO	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
		SECTION H : MODULAR HOUSING UNITS				
1		Supply one (1) en-suite bedroom prefabricated modular unit with a fitted kitchen and lounge . The unit will be approximately 45 m ² in size. Including: Roof Installation ABT Walling & Superstructure Typical optional extra's: <i>Aluminium venetian blinds</i> <i>HVAC - Window wall units</i> <i>Built in kitchen cupboard with double sink</i> <i>Worktops, Carpentry, Joinery & Ironmongery</i> <i>Electrical Installation</i> <i>Plumbing</i> <i>Glazing</i> <i>Painting</i>	No.	1		
2		Supply a two (2) en-suite bedroom prefabricated modular unit with a communal fitted kitchen and lounge. The unit will be approximately 45 m ² in size. Including: Roof Installation ABT Walling & Superstructure Typical optional extra's: <i>Aluminium venetian blinds</i> <i>HVAC - Window wall units</i> <i>Built in kitchen cupboard with double sink</i> <i>Worktops, Carpentry, Joinery & Ironmongery</i> <i>Electrical Installation</i> <i>Plumbing</i> <i>Glazing</i> <i>Painting</i>	No.	1		
3		EXTERNAL WORKS Concrete, Formwork & Reinforcement for the modular Strip foundation: refer to DWG: ROM-143-07-075-04-01 Solar Installation - Geysers 150Lt (Supply and install)	m ² m ³ No.	30 30 2		
4		FURNITURE Supply and deliver a Double bed base set : 137cm x 188cm Supply and delivery of L - couch	No.	3 2		
5		Transport - 2 x Specialised Loads delivered to site(estimate subject to change)	No.	2		
Total Section B Carried to Summary						R -

Item	Description	Unit	Qty	Supply	Install	Amount
	ELECTRICAL INSTALLATIONS					
	NOTE : The "SANS 10142-1" are the requirements to be used during the implementation of this project.					
1	Solar System kit					
1,1	340W Solar Panels		12			
1,2	Microcare 100 Amp LCD MPPT Charge Controller	Sum	1			
1,3	Microcare 5 kW Bi-Directional Pure Sine Wave inverter		1			
1,4	Ritar 280Ah 12V AGM Battery or similar approved		8			
2	Site Reticulation					
3	Site Reticulation Cable Terminations					
4	Kiosk-1 Circuit Breakers					
5	Kiosk-2 Circuit Breakers					
6	DB-1 Circuit Breakers					
7	Modular 2 House Wires and Terminations					
8	Modular 2 Plug Outlets and Isolators					
9	Modular 2 Light Switches					
10	Modular 2 Light Fixings					
11	Modular 2 DB-1 Testing and Commissioning - COC	Sum	1			
12	Modular 2 Lightning Protection System - By	Sum	1			
12,1	Contractor's Mark-up for Profit	%	5			
	DB-2 Circuit Breakers					
	Modular 1 House Wires and Terminations					
	Modular 1 Plug Outlets and Isolators					
	Modular 1 Light Switches					
	Modular 1 Light Fixings					
	Modular 1 DB-2 Testing and Commissioning - COC	Sum	1			
	Modular 1 Lightning Protection System - By	Sum	1			
	Contractor's Mark-up for Profit	%	5			
TOTAL CARRIED FORWARD TO SUMMARY PAGE						R0,00

CIVIL WORKS - ESTIMATE

ITEM	DESCRIPTION		AMOUNT
SECTION A	Preliminary & General	R	-
SECTION B	Site Clearance	R	-
SECTION C	Fencing	R	-
SECTION D	Water Supply	R	-
SECTION E	Sewer	R	-
SECTION G	Electrical	R	-
SECTION H	Modular Units x 2 (Accommodate 3 people)	R	-
		SUBTOTAL	R -
		Add: 15% vat	R -
		TOTAL	R -

SUMMARY OF SCHEDULES

SECTION A: PRELIMINARY AND GENERAL	R
SECTION B: SITE CLEARANCE	R
SECTION C: FENCING	R
SECTION D: WATER SUPPLY	R
SECTION E: SEWER SYSTEM	R
SECTION F: BUILDING WORKS	R
SECTION G: ELECTRICAL	R
SUB-TOTAL OF TENDER	R
ADD 10% CONTEGENCIES	<u>R</u>
SUB-TOTAL OF TENDER	R
ADD 15% VALUE ADDED TAX	<u>R</u>
AMOUNT CARRIED TO FORM OF OFFER AND ACCEPTANCE	R

Notes:

1. The Contract Price is not subject to Contract Price Adjustment
2. The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name	Position
Tenderer	

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

EASTERN CAPE PARKS & TOURISM AGENCY

CONTRACT NO: 18/FY/24

**REFURBISHMENT OF NUWEKLOOF STAFF ACCOMMODATION AT
BAVIAANSKLOOF WORLD HERITAGE SITE**

1. PART C3: SCOPE OF THE WORKS

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.3

C.3 SCOPE OF WORK

REFURBISHMENT OF NUWEKLOOF STAFF ACCOMMODATION AT BAVIAANSKLOOF WORLD HERITAGE SITE

The Works comprise of the upgrading and maintenance of two existing structures situated at Nuwekloof in Baviaanskloof:

- i) Upgrade of the Water Supply and Sewer System
- ii) Installation of the Fencing
- iii) Supply and installation of Modular Units

C.3.1 PROJECT SPECIFICATIONS

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

The employer's objectives is to construct and upgrade the Nuwekloof Staff Accommodation

1.2 Overview of the works

The work comprises of

- i) Supply water supply
- ii) Provide adequate sewer disposal
- iii) Upgrade / Installation of septic tank
- iv) Decommission the existing engine room
- v) Demolish the existing drywall structure (engine room)
- vi) Provide rainwater harvesting
- vii) Stormwater management on the site
- viii) Landscaping of the site
- ix) Provide shaded parking for the staff
- x) Fence the site and provide an access gate. Provision of a single (1) ensuite bedroom modular with a kitchenette and a lounge/ dining. The proposed size of the modular is 45 m².
- xi) Two times - Provision of a two (2) ensuite bedroom modular with a communal kitchenette and a lounge/ dining area. The proposed modular size of each two bedroom modular is 52 m².
- xii) Provision of furniture and appliances, a double bed in each room and a four seater couch per unit

1.3 Location of the works

The proposed site is located at the following co-ordinated reference points:

NAME	CO-ORDINATES
Nuwekloof Staff Accommodation	33°31' 31.4"S 23°38'57.9" E

Contractor

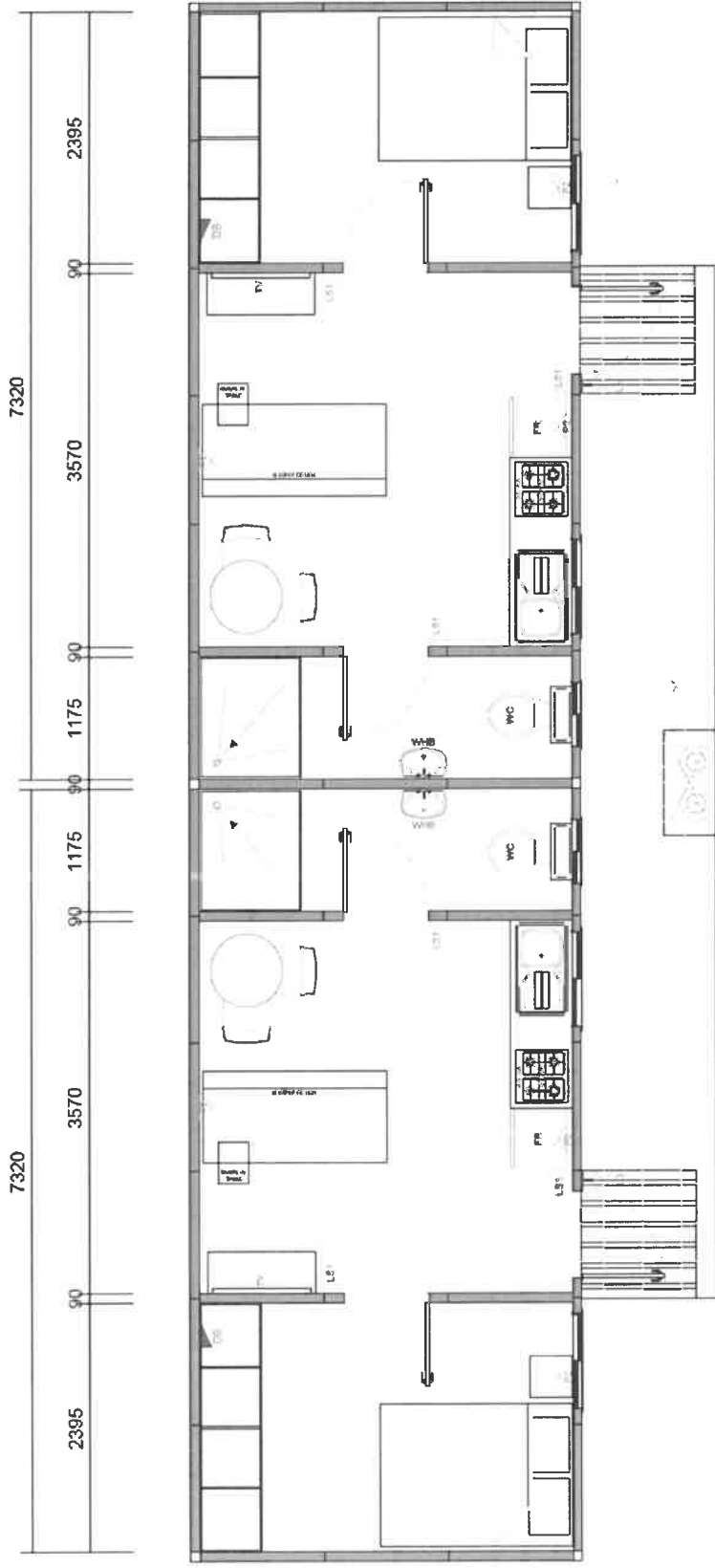
Witness 1

Witness 2

Employer

Witness 1

Witness 2



3660

1.4 Temporary works (Decanting)

Not applicable

1.5 Occupational Health and Safety

The contractor needs to study the following documents:

- Occupational Health and Safety Act, 1993 – Asbestos Regulations, 2001
- Occupational Health and Safety Act, 1993 – Construction Regulations, 2003
- SITE OHS Doc

2 DRAWINGS

The drawings used for setting up the Provisional Bills of Quantities are as follows:

As per Engineers' and Architects' Drawing Schedules

3 PROCUREMENT

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule.

Competitive bids shall be invited in respect of each of the above portions of the works in accordance with the relevant provisions of the latest edition of the CIDB Standard for Uniformity in Construction Procurement. The Contract Data in the associated procurement documents shall be based on the JBCC Principal Building Agreement 6.2 Edition May 2018 / CIDB Standard subcontract (labor only) / JBCC Nominated / Selected Subcontract Agreement with minimal project specific variations and amendments that do not change their intended usage.

The Employer together with the Contractor shall evaluate the bids received in accordance with the provisions of the Standard Conditions of Tender contained in Annex F of Standard for Uniformity in Construction Procurement. The evaluation panel shall comprise equal representatives from the Employer and from the Contractor.

The Contractor shall without delay enter into contract with the successful tendering subcontractor based on their accepted tender submission. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The Contractor shall indicate within the list of proposed sub-contractors the names and copies of the registration documents of the proposed sub-contractor registered with the necessary council to be an approved asbestos removal specialist.

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

4 CONSTRUCTION

4.1 Applicable SANS 2001 standards for construction works.

The following parts of SANS 2001 Construction works standards and associated specification data are applicable to the works:

- 1) SANS 2001BE1
- 2) SANS 2001BS1
- 3) SANS 2001CC2
- 4) SANS 2001CG1
- 5) SANS 2001CM1
- 6) SANS 2001CS1
- 7) SANS 2001CT2
- 8) SANS 2001DP1
- 9) SANS 2001DP2
- 10) SANS 2001DP3
- 11) SANS 2001DP4
- 12) SANS 2001DP5
- 13) SANS 2001DP6
- 14) SANS 2001EM1

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.6

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards. Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

4.2 Applicable national and international standards

- Standardized Specifications for Civil Engineering Construction SANS 1200
- The National Building Regulations SABS0400
- Construction and Management Requirements for Works Contracts SANS1921-1
- Targeted Construction Procurement SANS1914-4

4.3 General Clause

- 4.3.1. The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers (local) is in the following proportions:
- i) 10 % women;
 - ii) 50% youth who are between the ages of 18 and 25; and
 - iii) 1% on persons with disabilities.

4.4. Certification by recognized bodies

CIDB Certificate

4.6. Plant and materials provided by the employer

Not Applicable

4.7. Services and facilities provided by the employer

Not Applicable

4.8. Plant and equipment

The plant and equipment used on the site shall not be inferior to that described in the Schedule of Plant and Equipment.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

5 Management

5.1 SANS 1921 standards

The SANS 1921 Construction works standards and associated specification data are applicable to the works:

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works	
Clause	Specification data
Essential data	
4.1.7	There are no requirements for drawings, information and calculations for which the contractor is responsible
4.2.1	The responsibility strategy assigned to the contractor for the works is A.
4.2.2	The structural engineer is MBSA Consulting
4.3.1	The planning, programme and method statements are to comply with the following: <ol style="list-style-type: none"> 1) Program to be submitted in Microsoft Project format 2) Gantt chart to indicate critical path and progress 3) Gantt chart to be updated before monthly site meeting
4.3.3	The notice period for inspection is 2 Days
4.9.3	The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

4.14.3	<p>The office accommodation, equipment, accommodation for site meetings and other facilities for use by the employer and his agents are:</p> <p>1) Site office which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m² in area and 3 m high, be ventilated, have good lamination, must be reasonably soundproof, and have a hard floor construction. It shall be furnished with a desk on which drawings can be rolled open and on which there is sufficient writing space and sufficient temporary chairs or benches to accommodate all persons present at site meetings. (Minimum 10-seater)</p> <p>2) The following facilities will be supplied to the employers' representatives:</p> <ul style="list-style-type: none"> - 15 Hardhats for employer's representatives visiting the site - 15 Safety (High visibility) jackets for employer representatives visiting the site
4.14.5	The Contractor is required to provide latrine and ablution facilities for the exclusive use of the professional team and client
4.14.6	<p>The requirements for the provision and erection of separate sign boards for consultants and subcontractors are:</p> <p>1) The boards must comply with the official standard type of signboard of the Employer and be at least 2750 x 1800 mm high.</p> <p>2) The boards must be constructed with a firm flat exposed face using suitable material of firm construction, painted and lettered according to the standard drawings available from the Employer on request and mounted on sturdy pipe-standards at a height of 1800 mm above natural ground level.</p>
4.17.1	<p>The requirements for the termination, diversion or maintenance of existing services are:</p> <p>1) none</p>
4.17.3	<p>Services which are known to exist on the site are:</p> <p>1) Water network.</p> <p>2) Electricity reticulation</p>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.

Additional clauses

1 Site meetings and procedures

The Employer's Representative and the Contractor shall hold meetings relating to the progress of the works at regular intervals and at other such times as may be necessary. The Contractor shall attend all site meetings and shall ensure that all persons under his jurisdiction are notified timeously of all site meetings should the Employer's Representative require their attendance at such meetings.

The Contractor shall keep on site a set of minutes of all site meetings, daily records of resources (people and equipment employed), a site instruction book, a complete set of contract working drawings and a copy of the procurement document and make these available at all reasonable times to all persons concerned with the contract.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

2 Water and electricity

The Employer does not warrant that any water supply or electricity supply that may exist is adequate for the proper execution of the works. The responsibility strategies in terms of the tabulation below that will apply to the contract is:

a) water : A

b) electricity: A

Service	Option		
	A Contractor responsibility	B Employer responsibility	C
Water	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary plumbing connections and purchase water from the local authority for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary connections to the Employer's water supply at designated points and make use of water free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and water meters to the Employer's water supply at designated points and be responsible for costs associated with all water consumed.
Electricity	The Contractor is to provide, and remove and make good upon completion, all the necessary temporary electrical connections and installations and purchase electricity from the local authority / ESKOM for the works at his own cost.	The Contractor shall make, and upon completion remove, all the necessary electrical connections to the Employer's electrical supply at designated points and make use of electricity free of charge for construction purposes only.	The Contractor shall make, and upon completion remove, all the necessary connections and meters to the Employer's electrical supply and be responsible for cost associated with all electricity consumed.

The following temporary services is the responsibility and will be supplied by the Contractor:

- Security
- Sewer services in the form of temporary toilets
- Waste disposal facility

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

SANS 1921-5, Construction and management requirements for works contracts – Part 5: Earthworks activities which are to be performed by hand.

Clause	Specification Data
--------	--------------------

Essential Data:

5.1	The depth of trenches which are to be excavated by hand is 1,2 metres.
-----	--

Additional clauses:

1	<p>Stone pitching and rubble concrete masonry</p> <p>All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, shall be collected, loaded, off loaded, and placed by hand.</p> <p>Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.</p> <p>Grout shall be mixed and placed by hand.</p>
---	---

2	<p>Manufactured Elements</p> <p>Elements manufactured or designed by the Contractor, precast concrete planks and pipes, masonry units shall not individually, have a mass of more than 320kg. In addition, the items shall be large enough so that four workers can conveniently and simultaneously acquire a proper hand hold on them.</p>
---	--

SANS 1921-6, Construction, and management requirements for works contracts – Part 6: HIV/AIDS awareness.

4.2.1(a)	<p>A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.</p> <p>A list of accredited service providers can be obtained from the Construction SETA (CETA) (Tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.</p>
----------	--

4.2.1(a)	The HIV/AIDS awareness programme is to be repeated at four month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)
----------	--

Additional clauses

The duration of each workshop is not to be less than 2½ hours.
--

5.2 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such a book shall be handed to the employer's representative for his signature no later than 1 day after rain that is considered to justify an extension of time occurs.

--

Contractor

--

Witness 1

--

Witness 2

--

Employer

--

Witness 1

--

Witness 2

5.3 Unauthorized persons

The Contractor shall always keep unauthorized persons from the works. Under no circumstances may any person except guards be allowed to sleep on the building site.

5.4 Management meetings

A schedule of meetings will be agreed with the contractor.

5.5 Daily records

The Contractor is instructed to keep a set of signed off daily diaries with specific detail relating to EPWP requirements.

5.6 Payment certificates

Monthly valuations of completed work, including materials on site, is to be completed and presented by to the client representative by no later than the 15th of each month to be assessed for payments. The payment certificate will be issued no later than the 25th of each month (Including Contractor's tax invoice) to the Principal Agent for payment within 30 calendar days.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.2 PARTICULAR SPECIFICATIONS

In addition to the Standardized and Project Specifications the following Particular Specifications shall apply to this contract and are bound in hereafter.

<u>PARTICULAR SPECIFICATION</u>	<u>PAGE NO.</u>
POHS: HEALTH AND SAFETY SPECIFICATIONS	C3.12-C3.49

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.10



HEALTH AND SAFETY SPECIFICATIONS

**THE CLIENT'S
OCCUPATIONAL HEALTH AND SAFETY**

SITE SPECIFIC SAFETY SPECIFICATION

FOR

**REFURBISHMENT OF NUWEKLOOF STAFF
ACCOMMODATION AT BAVIAANSKLOOF
WORLD HERITAGE SITE**

**MANAGED ON BEHALF OF
ECPTA**

BID NO: 18/FY/24

Closing Date: 30 JANUARY 2024

A Tender for Category CIDB: 3CE ONLY

Name of Tenderer : _____

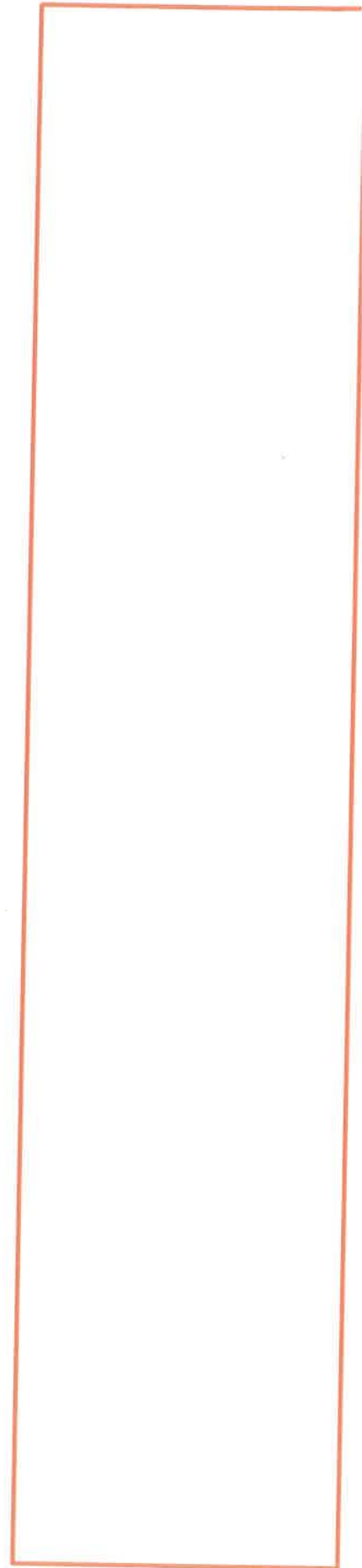


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1. INTRODUCTION

In terms of the Construction Regulation 5(1) (b) of the Occupational Health and Safety Act, No.85 of 1993 and Construction Regulation 2014, Eastern Cap Parks & Tourism Agency, as the Client and/ or its Agent on its behalf, shall be required to compile a Health & Safety Baseline Specification for any intended project and provide such specification to any prospective contractor who is making a bid or appointed to perform construction work for the Client and/or its Agent on its behalf with the same.

2. The Purpose of Construction Health and Safety Specification

This Health and Safety Specifications document is governed by the Occupational Health and Safety Act, 1993, (Act No. 85 of 1993), hereinafter referred to as " The Act. Furthermore, although the definition of Health and Safety Specifications, stipulated a documented specification, of all health and safety requirements pertaining to associated works on a construction site, so as to ensure the health and safety of person, it is required that the entire scope of the Labour Legislation, including the Basic Conditions of Employment Act, be considered as part of the legal compliance system. With reference to this specification document this requirement is limited to all health, safety and environmental issues pertaining to the site of the project as referred to here-in. Despite the foregoing it is reiterated that environmental management shall receive due attention.

2.1. Implementation of the Construction Health and Safety Specification

This specification forms an integral part of the contract, and the Contractor is required to use it at pre-tender phase when drawing up its project-specific construction phase health and safety plan. The Principal Contractor shall forward a copy of this specification to all Sub-Contractors at their bidding stage so that they can in turn prepare health and safety plans relating to their operations.

The Health and Safety Specifications does not replace the Construction Regulations, 2014, but is a supplementary specification as required in terms of the Regulations. Partial references to or quotes from the Regulations do not imply that the sections not referred to or quoted from are of lesser important or are not applicable.

The Principal Contractor is, at all times required to and will remain responsible to fully address all requirements and standards of the Occupational Health and Safety Act, the full Construction Regulations and the implementation thereof.

The client is committed to ensuring that the highest standards of health and safety prevail, and this Construction Health and Safety Specifications may contain standards which are more onerous than the statutory standards. The Construction Regulation of 2014 requires a client to stop any contractor from executing construction which is not in accordance with the approved Principal Contractor's Health and safety plan for the site or works that poses a threat to the health and safety of persons. This Health & Safety Specification may be supplemented during the project with further specific Construction Health & Safety Specifications which will be annexures of the specification contract agreement that deal with health & safety issues as these arise.

The client has appointed an OHS Agent who will (inter alia) be responsible for the approval of all Principal Contractors' H&S Plan and will be assessing the Principal Contractors' OHS plan, implementation thereof, and for suitable system and tools in place to commence construction, and more-so Site Establishment. The OHS Agent will do monthly assessments to ensure the Principal Contractor maintain the documentation associated with the Construction Health and Safety Specifications.

This Construction Health and Safety Specifications forms an integral part of the Contract, and Principal Contractors are required to make it a fundamental part of their contracts with subcontractors and suppliers.

The Principal Contractor shall ensure that the H&S plan contains sufficient evidence of:

- a) Adequate provision for the cost of health and safety measures.
- b) The principal contractor's access to and intention to appoint persons with the necessary competencies to carry out the construction work safely.
- c) The principal contractor's access to the necessary resources to carry out the construction work safely and without risk to the health of the workers.
- d) The principal contractors' planning of construction activities within the special requirements emanating from workers, traffic- and time constraints, SMME's and local labour.

The Contractor shall confirm in writing that he has familiarised himself with the content of the Construction Health and Safety Specification and that he will comply with all obligations in respect thereof (see annexure G) Each contractor and sub-contractor shall confirm in writing that he has familiarised himself with the content of the Construction Health and Safety Specification and that he will comply with all obligations in respect thereof.

2.2. Health and Safety Specifications Statutory Compliance

This document is a legal compliance document drawn up in terms of the OHS Act and are therefore binding. The approval of any document required by this Health and safety Specification, such as hazard identification and risk assessment, or any other form of communication from the Client or its representatives, shall be construed as acceptance by the Client of any obligation that absolves the Principal Contractor from achieving the required level of performance and compliance with legal requirements. All Contractors entering into a Contract shall, as a minimum, comply with the.

- Occupational Health & Safety Act and Regulations (Act 85 of 1993). A current, up to-date copy of the OHS Act and Construction Regulations must be available on site at all times.
- Compensation for Occupational Injuries & Diseases Act (Act 130 of 1993). The principal Contractor will be required to submit a letter of Registration and "good-standing" from the Compensation Insurer before being awarded the Contract.
- All Contractors shall comply with the "Integration Labour Law " and regulations.
- All relevant Municipal bylaws and National Building Regulations
- The Immigrations Act 2002 as amended and shall further ensure that no illegal persons are employed on the construction site.
- All Contractors shall comply with the National Environmental Management Act (Act 107 of 1998).
- Traffic accommodation as stated by the South African Road Traffic Signs Manual (SARTSM), Volume 2, Chapter 13,
- Protection of Personal Information Act, 2013 (POPI) amended 01 July 2020.
- Disaster Management Act, 2002 Regulations Issued in Terms Of Section 27(2) Of The Disaster Management Act, 2002 see Government Gazette No. 43257 dated 29 April 2020 For Covid-19 Occupational Health And Safety Measures In Workplaces Covid-19 (C19 OHS), 2020

2.3. Confidentiality Agreement

Information obtained from the contractor in the course of the duration of this project will be treated as confidential. It will not be used for any purpose other than those associated with on this project and shall further be scrutinized as such.

2.4. Definitions

- **Act:** means the OH&S Act (85 /1993)
- **Accident/Incident:** A Sudden, uncontrollable, unplanned, undesirable occurrence which disrupts the normal functioning of persons and causes or has a potential to produce or cause unintended injury, death, property damage or business interruption.
- **Client:** means any person for whom construction work is being performed
- **"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;
- **"Chief executive officer"**, in relation to a body corporate or an enterprise conducted by the State, means the person who is responsible for the overall management and control of the business of such body corporate or enterprise;
- **"danger"** means anything which may cause injury or damage to persons or property;
- **"employer"** means, subject to the provisions of subsection (2), any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section 1(1) of the Labour Relations Act, 1956 (Act No. 28 of 1956);
- **"hazard"** means a source of or exposure to danger;
- **"Health and safety equipment"** means any article or part thereof which is manufactured, provided or installed in the interest of the health and safety of any person;
- **Hazard:** The inherent potential of an activity, substance or situation to cause injury or damage to people's health or result in loss of property.
- **Health & Safety Specification:** a documented specification of all health & safety requirements pertaining to the associated works on a specific construction site, so as to ensure the health & safety of persons

- **Health & Safety File:** a file or other record in permanent form containing the information as contemplated in the regulations and health and safety specifications.
- **Health & Safety Plan:** a documented plan that addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.
- **"incident"** means an incident as contemplated in section 24 (1);
- **"mandatory"** includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user;
- **"Occupational health practitioner"** means an occupational medicine practitioner or a person who holds a qualification in occupational health recognised by the South African Medical and Dental Council as referred to in the Medical, Dental and Supplementary Health Service Professions Act, 1974 (Act No. 56 of 1974), or the South African Nursing Council as referred to in the Nursing Act, 1987 (Act No. 50 of 1978);
- **"risk"** means the probability that injury or damage will occur. The combination of the likelihood of a hazardous event and the severity of the injury or damage that the event causes to the health of people or property **Safe Working Procedure:** Work activities highlighted in the risk assessments as "High Risk" will require safe work procedures (SWP) **"safe"** means free from any hazard;
- **"Certificate of competency" or "certificate"** means certificate of competency as a mechanical or an electrical engineer, as the case may be, issued in terms of regulation 2 (1);
- **"agent"** means a competent person who acts as a representative for the client;
- **"client"** means any person for whom construction work is performed;
- **"competent person"** means a person who—has in respect of the work or task to be performed the required knowledge, training and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training; and is familiar with the Act and with the applicable regulations made under the Act;
- **"Contractor"** means an employer who performs construction work;
- **"fall prevention equipment"** means equipment used to prevent persons from falling from a fall risk position, including personal equipment, a body harness, lanyards, lifelines or physical equipment such as guardrails, screens, barricades, anchorages or similar equipment;
- **"fall arrest equipment"** means equipment used to arrest a person in a fall, including personal equipment such as body harness, lanyards, deceleration devices, lifelines or similar equipment.;
- **"Fall protection plan"** means a documented plan, which includes and provides for-
 - all risks relating to working from a fall risk position, considering the nature of work undertaken;
 - the procedures and methods to be applied in order to eliminate the risk of falling; and
 - a rescue plan and procedures;
- **"Hazard identification"** means 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;
- **"Health and safety file"** means a file, or other record containing the information in writing required by these Regulations;
- **"Health and safety plan "** means a site, activity or project specific documented plan in accordance with the client's health and safety specification;
- **"Health and safety specification"** means a site, activity or project specific document prepared by the client pertaining to all health and safety requirements related to construction work;
- **"Medical certificate of fitness"** means a certificate contemplated in regulation 7(1)(8);
- **Occupational safety:** A condition or state of being resulting from the medication of human behavior, and/or designing of the physical environment to reduce the possibility of hazards, thereby reducing accidents.

- **"personal information"** means personal information as defined in the Protection of Personal Information Act adopted by the Republic of South Africa on 26 November 2013
- **"principal contractor"** " means an employer appointed by the client to perform construction work;
- **"risk assessment"** means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard;
- **"structure"** means—
 - 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, bulk mixing plant, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;
 - any false work, scaffold or other structure designed or used to provide support or means of access during construction work; or
 - any fixed plant in respect of construction work which includes installation, commissioning, decommissioning or dismantling and where any construction work involves a risk of a person falling.

Abbreviations:

EMS	Emergency Medical Services
CV	Construction Vehicle
FPP	Fall Protection Plan
HSF	Health & Safety File
HSS	Health & Safety Specification
MP	Mobile Plant
MSD	Material Safety Data Sheet
OH&S	Occupational Health & Safety
OSHACT	Occupational Health and Safety Act 85 of 1993
PC	Principal Contractor
PPE	Personal Protective Equipment
SABS	South Africa Bureau of Standards
SWP	Standard Working Procedures

3. Scope of Work

3.1. Scope of Work

The scope of this Occupational Health, Safety and Environmental (SHE) Specification is to address the reasonable and foreseeable aspects of occupational health, safety and environmental management, which will be affected by the contract work.

The specification will provide the requirements that the Principal Contractor and other Contractors shall comply with in order to reduce the risks associated with the contract work, and that may lead to incidents causing injury and/or ill health or degradation of the environment, to a level as low as reasonably practicable and possible.

The Works comprise of the upgrading and maintenance of two existing structures situated at Nuwekloof in Baviaanskloof:

- a) Upgrade of the Water Supply and Sewer System
- b) Installation of the Fencing
- c) Supply and installation of Modular Units

Scope of Works	Potential Hazards of Scope
Establishment of Site	Site Entrance, Fencing, Security, housekeeping, vehicle and equipment movement and off loading
Electrical Works	High Voltage Working At heights Installation of DB Board Installation of new light fittings
Bulk Excavation	Excavation, Plant, Equipment, Operators, Underground cables and pipes
Installation of new sanitation and water pipes and repair of septic tank	Manual Labour Ergonomics Diseases
New Building Works	Open trenches Brick works, Excavation, Working at heights, Concrete works, plastering, Working at Heights Ergonomics
Install new Roof Sheets	Cuts from Roof sheets Fall and trips. Ladder work Weather Conditions Lifeline (stability) Scaffolding
Paving	Dust, Ergonomics, Manual Labour, Cutting of paving blocks
Installation of Steel Security Bars	Welding Cutting Galvanized. Steelwork
Concrete Works	Hazardous Chemicals Dust Ergonomics Spillage of Concrete Flow of Concrete works waste Eye injuries
Mechanical Works	Pool Pump Installation Cable Installations
Road Works	Heavy Duty Plant Dust

Swimming Pool

Traffic Control

Bulk Excavation

Concrete works

Tiling

Grouting

Water pipe works

Ergonomics

3.2. Project Location

Commando Drift Nature Reserve is situated in Baviaanskloof World Heritage Site, Western Section, Eastern Cape.

4. CONTRACTORS AND SUB-CONTRACTORS

4.1. Principal Contractor and Contractors' Requirements Construction Regulations 7

Eastern Cap Parks & Tourism Agency must ensure that all Contractors appointed by them comply with these Specifications as well as the OHS Act, Construction Regulations (July 2014), and other relevant legislation that may relate to the activities directly or indirectly. The Principal Contractor, when appointing other Contractors as 'Sub-contractors', shall mutatis mutandis ensure compliance as if it was The Principal Contractor.

Eastern Cap Parks & Tourism Agency, may only allow a Contractor to begin work on site after approving The Principal Building Contractor's health & safety plan in writing required by the Construction Regulation 7, the Principle Contractor shall keep and maintain a Site Health and Safety file where all relevant health and safety records will be kept, including site specific OHS plan, COVID-9 plan and the risk assessments conducted by the PC. Evidence of monitoring the Contractors OHS system must be kept on file. The Principal Contractor must audit each of its contractors on a monthly basis, with audit reports filed in the health & safety file on site. The audit must include an administrative assessment as well as a physical inspection of the site Activities.

Under the Construction Regulations [7(1)(a)], Principal Contractor is required to develop the Health and Safety Plan, due to new Disaster Management Declaration the OHS plan will include COVID-19 safe work procedures for each site before work commences on site and to keep it up to date throughout the Construction Phase. The Principal Contractor shall ensure compliance to the Act and its Regulations and document each record in the Health and Safety File. The Principal Contractor (CR 7 (1) (vi) must take reasonable steps to ensure that each contractor's health and safety plan contemplated in CR sub-regulation (2)(a) is implemented and maintained on the construction site;

CR 7(1) (viii) stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons

*See requirement of a health and safety file but not limited to (Annexure B)

The Following will be adhered to:

- Principle Agent shall take all reasonable steps necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of these regulations; There for a mandatory agreement as per section 37(2) will be compiled and signed before any contractor commence work on site.
- Principle Contractor shall take all reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the CLIENT and contractors, but at least once every month;
- Principle Contractor must ensure that where changes are brought about to the design and construction, that sufficient health and safety information and appropriate resources are made available to contractors to allow them to execute the work safely;
- Principle Contractor must ensure that every contractor is registered and in good standing with a recognized compensation fund or with a licensed compensation insurer prior to work commencing on site;
- Principle Agent must ensure that potential contractors submitting tenders have made provision for the cost of health and safety as well as COVID-19 measures during the construction process;
- Principle Contractor shall discuss and negotiate with Principal Contractor the contents of the health and safety plan (OHS Plan must include COVID-19 Procedures) and shall finally approve that plan for implementation.
- The Principal Contractors shall hand over a consolidated health and safety file to the client upon completion of the construction work and shall include a record of all drawings, designs, materials used and other similar information concerning the completed structure.
- Eastern Cape Parks & Tourism Agency shall only appoint a contractor to perform construction work when the CLIENT is reasonably satisfied that Principal Contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.
- The Construction Regulations 7 (c)(ii) states that the Principal Contractor ensure that potential contractors submitting tenders have made sufficient provision for health and safety, as well as COVID-19 measures during the construction process.
- Construction Regulations 7 (c)(iii) states that Principal Contractor ensure that no contractor is appointed to perform construction work unless the principal contractor is reasonably satisfied that the contractor that he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely.

The Contractors must therefore submit the following documentation for perusal and verification by the Client,

- Management Structure as envisaged at tender (organogram).
- Current Letter of Good Standing
- Proof of management training on the Occupational Health & Safety Act and other related training.

- Competency Profile of company. (Construction Manager, OHS Officer, First Aider, etc)

4.2. Costs for OHS- Compliance

All parties bidding to work on this construction project must ensure that they have made provision for the cost of complying with these specifications as well as with the OHS-Act 1993 and incorporated Regulations as a minimum requirement in their tender documentation. It must also be taken into consideration that time is money. That implies that sufficient time must be allowed for the implementation of the minimum OHS standards as well as the Disaster Management Act (implementation of COVID-19 procedures). No additional claims will be entertained at a later stage if a compliance requirement was prescribed in the OHS Act, 1993 and incorporated regulations as well as the Disaster Management Act in terms of Regulations 4(10) Gazette 43400 or this specifications document.

5. MINIMUM ADMINISTRATIVE REQUIREMENTS

5.1. Permit or Notification of Construction Work

5.1.1. Notification of Construction Work

The principal contractor shall notify the local relevant Provincial Director of the Department of Labour, before commencing with construction work of the intended work in the form of Annexure 2 of the Construction Regulations of 2014.

A Copy of the Completed Annexure 2 of the Construction Regulations, as well as proof of notification shall be included on the Health and Safety File.

A Copy of the Completed Annexure 2 is to be kept on site by the Principal Contractor.

5.2. Occupational Health and Safety Policy

The Principal Contractor and all other Contractors shall submit to the Client and to the Engineer, a copy of their organisation's Health and Safety Policy signed by their Chief Executive Officer. Each policy must include a description of the organisation and state the Health and Safety objectives and how they will be achieved and implemented by the organisation. Copies of these policies shall be attached to the Health and Safety plan and communicated to all workers. The Health and Safety policy will be displayed on site.

5.3. Legal Appointments on Site

5.3.1. Competency for Contractor's Appointed Competent Persons

Contractor's competent persons for the various risk management portfolios shall fulfil the criteria as stipulated under the definition of Competent in accordance with the Construction Regulations (February 2014). Proof of competence for the various appointments must be included in the health and safety plan. Definition of "competent person" (expressed by Construction Regulations, 2014:)

"means a person who-

- (a) has in respect of the work or task to be performed the required knowledge, training, and experience and, where applicable, qualifications, specific to that work or task: Provided that where appropriate qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, 2000 (Act No.67 of 2000), those qualifications and that training must be regarded as the required qualifications and training;"

All Legal appointments will be signed with commencing date and end date of appointment, all appointments will be on file and stored on site. See **Annexure A** of this document for a guideline on Appointments needed, the list is only an example. Appointments must be updated when applicable.

5.4. Health and Safety Organogram

Principal Contractor and all contractors must prepare an organogram, outlining the site health & safety management structure and appointed competent persons. In cases where appointments have not been made, the organogram shall reflect the intended positions. The organogram must be updated when there are changes in the Site Management Structure and dated accordingly. Organogram is to be displayed on site notice board.

5.5. Compensation for Occupational Injuries and Diseases Act 130 of 1993 (COIDA)

Principle Contractor and Contractors must also hold proof of workman's compensation assurance registration in the form of a letter of good standing and forward a copy to CLIENT before they begin work on site. A copy should also be available on site.

5.6. Medicals

All employees that will work on the project must be declared fit to do the work. The Medical certificate as prescribed in the New Construction Regulations (2014) must be done through an Occupational Health Practitioner. Proof of the Medical surveillance certificates (Annexure 3 from Construction Regulation 2014) must be available in the Health and Safety File. Failing to submit the medical on the prescribed form, will result in work not to commence / or be temporarily suspended.

Any other activities that require medicals will be sewer works and working at heights, ensuring that medicals will be for all employees according to the task they perform.

5.7. Mandatory Agreement 37.2

The OHS Act of 1993 states in section 37. ACTS OR OMISSIONS BY EMPLOYEES OR MANDATARIES (2) The provisions of subsection (1) shall mutatis mutandis apply in the case of a mandatory of any employer or user except if the parties have agreed in writing to the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of this Act.

Section 37(2), on the other hand, deals with the conduct of contractors, and states that the above provisions of section 37(1) will apply unless the parties agree in writing to the arrangements between them with respect to compliance by the contractor, to the OHS Act. As per the OHS Act, this arrangement is known as the 37.2 Agreement. The purpose of the 37.2 Agreement is:

- to confirm that the contractor will be regarded as an employer in their own right;
- stipulate the obligations of the contractor in terms of the OHS Act and applicable Regulations;
- that the contractor must comply with all of the on-site health and safety rules.

Section 37 (3)

(3) Whenever any employer or mandatory of any employer or user does or omits to do an act which it would be an offence in terms of this Act for the employer or any such user to do or omit to do, he shall be liable to be convicted and sentenced in respect thereof as if he were the employer or user.

5.8. POPI Act Compliance

As per the POPI Act the company must appoint a person that will be the responsible person for all personal information gathered by the organization. The PC must have policy, procedures, training, and a control plan in place in-line with the POPI Act. Evaluate all data being processed in your organisation – this starts with, whereby individuals complete the COVID Register (don't forget all the different areas of information being gathered, how this is captured (by whom, how, when), how is this stored? Now, ensure that all your policies and procedures are in place, staff are well aware of consequences in NOT complying – start implementation immediately. The PC must monitor, Review and update all employees' information and store it save with limited access. No personal information must be given to other people without the consent of the employee itself.

5.9. Preliminary Hazard Identification and Risk Assessments

Every Contractor performing Construction work shall, before the commencement of any Construction work or work associated with the aforesaid Construction work and during such work, cause a Risk Assessment to be performed by a competent person, appointed in writing, and the Risk Assessment shall form part of the Health and Safety Plan and be implemented and maintained as contemplated in the Construction Regulations 9(1). The Risk Assessment shall include, at least:

- The identification of the risks and hazards to which persons may be exposed to
- The analysis and evaluation of the risks and hazards identified.
- A documented plan of safe work procedures to mitigate, reduce or control the risks and hazards that have been identified.
- A monitoring plan and
- A documented review plan Based on the Risk Assessments.

- Principle Contractor must develop a Site Specific OHS rules that will be applied to regulate the Health and Safety aspects of the Construction Works
- Hazard identification will be done daily by completing a daily site task instruction (DSTI) and updated to the HIRA INDEX risk assessment to note what has been assessed.

The client's baseline risk assessment provided with this specification aims to provide the framework within which the risk must be assessed for the construction phase of the project, and to highlight any reasonably foreseeable risk which may be inherent to the project based on its current scope of works. (CR 5.1). The baseline risk assessment included in the specifications is a guideline in conducting the construction site specific risk assessment. Reference from CR.9

*See Annexure E for Baseline Risk assessment.

5.10. Record Keeping

Principle Contractor and all Contractor must keep and maintain Health and Safety records to demonstrate compliance with these Specifications, with the OHS Act 85/1993, and with the Construction Regulations (February 2014). The Client must also ensure that all records of incidents/injuries, emergency procedures, training, planned maintenance inspections, monthly contractor audits, etc. are kept in the health & safety file(s) held in the site office. The P.C. must ensure that every Contractor keeps its own health & safety file, maintains the file. Such Contractor safety files must be audited by the appointed Principal Contractors OHS officer and will be approved by the OHS Agent.

5.11. Inspection and checklist

Checklist and inspections list are a monitoring method to ensure the PC adhere to OHS policy, OHS plan and OHS system is maintained and reviewed. Inspections help management make key decisions, control costs, and protect the company. Inspections help prevent accidents and provide evidence of due diligence for liability protection. Safety inspection checklists are paper-based or digitized forms used by safety officers to inspect and identify workplace hazards that can cause potential harm to people, processes, and the environment. Checklist can be used as an aid in assessing and reviewing the management of health and safety in your workplace. The checklist is not an exhaustive list of items to be addressed and will not necessarily be comprehensive for all work situations. Ensure All Checklist are completed and stored on file. Checklist/ Registers are evidence of compliance and maintenance on Plant and Equipment.

5.12. Injury/ incident Reporting and Investigation

Injuries are to be categorized into first aid; medical; disabling (lost day); and fatal. When reporting injuries to the Client, these categories shall be used.

All contractors must investigate **all** injuries, with an annexure 1 report being completed and filed. All Contractors must report on the categories of injuries to the CLIENT at least monthly. Contractors must investigate injuries and incidents involving their employees and forward a copy of the annexure 1 investigation report to the CLIENT forthwith. Principle Contractor and all contractors must report all injuries to the Client in the form of an injury report, at least monthly.

All incidents reportable in terms of the provisions of Section 24 of the OHS Act, 1993 must be reported to the local Dept. of Labour in the prescribed manner. All Contractors must report all incidents where an employee is injured on duty to the extent that he/she

- Dies
- Becomes unconscious.
- Loses a limb or part of limb.
- Is injured or becomes ill to such a degree that he/she is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or continue with the activity for which he/she was usually employed.

Or where:

- A major incident occurred.
- The health or safety of any person was endangered.
- Where a dangerous substance was spilled
- The uncontrolled release of substance under pressure took place.
- Machinery or any part of machinery fractured or failed resulting in flying, falling or uncontrolled moving objects.
- Machinery ran out of control.

Principle contractor is required to provide the client with copies of all internal and external accident/incident investigation reports including the reports contemplated above within 7 days of the incident occurring.

5.13. Safe Work Procedure & Method statements

The following Safe Work Procedures are to form part of the HSE file and **must be compiled for all the below-identified activities, and that is:**

- Brick Building Works
- Plastering
- Roof Work
- Electrical Works
- Tiling
- Working at Heights
- Installation of Steel Security Bars
- Internal Wall finishing's,
- Waste management
- Aluminium Windows
- Earthworks
- Road Works
- Painting
- Ablutions Facilities
- Demolition Work
- Fencing
- Concrete Works
- Bulk Excavation
- Ceiling
- Paving
- Removal of Asbestos
- Pool Pump installation
- Asbestos Works
- Plant & Equipment

The safe work procedures must address the following elements:

- The work method to be followed to conduct work safely.
- Control measures implemented to mitigation & reduce the risks.
- Responsibilities of competent persons
- Required personal protective equipment.
- Correct equipment/tools/machinery to be used.
- Completed Risk Assessment
- Signed by Competent Person
- Completed Risk Assessments
- Must be communicated to workers conducting task and proof of communication must be filed.

5.14. Preparation of Health & Safety Documentation

It is the duty of Principle Contractor to ensure that all documentation that is required during the project life cycle are kept safely and updated at all times, during the construction process and must be consolidated into one set of documents that must be handed over to the Client upon completion of the construction work. This should include instructions from the design team that will be required for the continued safe operation and maintenance of this new structure(s), COC's, Drawings, Concrete Results, Lab Results on Materials, Medical Records, Audit Reports, Site Inspection Reports, Incident Investigation Reports, All Registers and Checklist, Method statement, Policies and procedures, Covid-19 screening, Stats, labour records, copy of ID documents, etc.

5.15. Emergency Procedures

The Principal Contractor shall submit a detailed Emergency Procedure for approval by the Client prior to the commencement on site. The procedure shall detail the response plan including the following key elements:

- i. List of key competent personnel
- ii. Details of Emergency services
- iii. Actions or steps to be taken in the event of the specific type of emergencies.
- iv. Information on hazardous material / situations
- v. Covid-19 emergency Procedures

Emergency procedures shall include, but shall not be limited to fire, spills, accidents, Covid-19, use of hazardous substances, bomb threats, major accidents / incidents, political events, weather etc.

The Principal Contractor shall advise the Client in writing forthwith of any emergencies, together with a record of actions taken. A contact list of all service providers (Fire department, Ambulance, Police, Medical and Hospital, COVID-19 helpline etc.) must be maintained and available to site personnel.

The Principal Contractor must develop a **Site Emergency Evacuation Plan** detailing specifications for the appropriate appointments for the firefighting team, bulk first aid and the emergency coordinating team. In addition to which, assembling points must be identified and depicted using the appropriate symbolic signage (SANS Approved).

The Site Manager must conduct an emergency identification exercise and establish what emergencies could possibly develop. He / she must then develop a detailed contingency plan and emergency procedure, considering any emergency plans that may in place. The Contractors must hold regular practice drills of the contingency plans and emergency procedures to test them and to familiarize employees with them. The Principal Contractor must appoint a competent person to act as Emergency Controller / Coordinator.

A contact list of all emergency providers (Fire Department, Ambulance, Police Medical and Hospital) must be maintained and available to all site personnel. An emergency situation which is likely to require outside emergency assistance, may attract mass circulation written media or electronic media attention and be harmful to the Client's reputation. No person may comment on the incident on site without prior approval of the Client.

The Emergency Evacuation Plan must be approved by Client's OHS Agent. Project is in an open area and distant from any emergency facilities.

5.16. Personal Protective Equipment (PPE) and Clothing

The Principal Contractor shall ensure that all workers are issued and wear hard hats, safe footwear, overalls and cloth mask (during COVID-19 pandemic) or any other Personal Protective Equipment that may be required due to the nature of the work. The Principal Contractor and all Sub – Contractors shall make provisions and keep adequate quantities of SANS approved PPE on site at all times. The Principal Contractor shall clearly outline disciplinary procedures to be taken when PPE or clothing is:

- Lost or stolen.
- Worn out or damaged.
- Not worn by employee
- Mandatory cloth mask during Covid-19 Pandemic

The above procedure also applies to Sub – Contractors and their contractors, as they are all Employers in their own right.

The Principal Contractor and Sub – Contractor are to train all employees on how to use PPE on site. Training records of these sessions should be kept on file. Employees must sign for all PPE issued to them.

5.17. Security

The Contractor and his employees shall enter and exit the premises only through the main gate(s) and or checkpoint(s) designated by the Principal Contractor on both sites. The Principal Contractor shall ensure that employees and Sub – Contractors observe that security rules at all times and shall not permit any person who is not directly associated with the work from entering the premises.

Each of the Contractor's employees will be issued with a company identification card which must be displayed on his / her person at all times whilst on duty or on the premises.

Should any of the employees of the Contractor:

- Tamper or otherwise interfere with the principal's equipment, plant or other assets.
- Steal or otherwise engage in acts of dishonesty
- Appears to be under the influence of alcohol and drugs
- Ignore any security, safety or occupational health rule, or engage in unsafe conduct.

The Contractors or employer's representative shall have the right to immediately remove such a person or have him withdrawn from the premises, and if appropriate, charge at law such relevant offence(s).

The principal Contractor and Sub – Contractor and their employees shall not enter any area of the premises that is not directly associated with the work. The Principal Contractor and Sub – Contractors shall ensure that all materials, machinery plant and equipment on the premises are recorded at the main gate(s) and / or checkpoint(s). Failure to do this may result in a refusal by the Principal Contractor to allow the materials, machinery or equipment to be removed from the premises.

The Contractor acknowledges that its employees and vehicles may be subject to search at any time and that the Contractor shall ensure that its employees co-operate fully with such arrangements.

The Principal Contractor shall ensure a written acknowledgment from each agent, Sub – Contractor and service provider that its employees and vehicles will be subject to search at any time and the Principal Contractor shall ensure that its agent, Sub – Contractor and service providers co-operate fully with the arrangements.

6. SITE OPERATIONAL REQUIREMENTS

6.1. Competency of employees of PC

The PC, CEO appointment as per OHS Act Section 16.1 shall be responsibility for the appointment of the competent workers for full duration of this project. The CEO may delegate his responsibilities to the project manager assistant that's responsible for all duties and project management on site (Section 16.2 appointment). The Construction Regulations 8.1 appointed as the Construction Manager will be permit on site. All management must have a knowledge of legal liabilities concerning the OHS Act and its regulations. Proof of Competency must be kept on file CV's and Certificates. Each of the above appointments must have a competency certificate with reference to the OHS Act. All appointments shall be done in writing and duties with responsibilities. All appointments must be site specific and signed and have a contract commencement date and end of period date.

Organogram with hierarchy must be done and communicated to all employees, thus must be displayed on site. In the event of cancellation contracts of workers, the OHS Agent must be notified and all new appointments must first be approved by the OHS agent.

The PC will ensure that all employees on site will be competent. The most mandatory appointments must have at least 5 years' experience in their specific field:

- i. Risk Assessor (CR9)
- ii. Incident Investigator
- iii. First Aider
- iv. Plant Operators
- v. Assistant Construction Manager
- vi. Emergency Co-ordinator

6.2. Construction Health & Safety Officer (CR 8.5)

Full time OHS Officer with more than 5 years relevant experience in the building environment, which is registered with SACPCMP will be on site due to High-Risk Project.

6.3. Construction Manager (CR 8.1)

The Principal Contractor's CEO (16.1) or the assistant CEO (16.2) shall appoint (in writing) one full time competent person as the construction manager with the duty of managing all the construction work on a single site, including the duty of ensuring occupational health and safety compliance, and in the absence of the construction manager an alternate must be appointed by the principal contractor. The construction manager must (in writing) appoint construction supervisors responsible for construction activities and ensuring health and safety compliance on the construction site. Construction Manager (CR 8.1) must have knowledge of the OHS Acts and Regulations, legal Liability, competency certificate must be presented with appointment.

6.4. Health and Safety Representatives(s) (Section 17)

Principle Contractor and all Contractors must ensure that Health and Safety Representative(s) are appointed under consultation with the employees and trained/informed to carry out their functions. The appointments must be in writing. The Health and Safety Representatives could carry out monthly inspections, keep records and report all findings to the Responsible Person or safety officer forthwith and at monthly health & safety meetings. As per this specification the Health and Safety Representative will be a mandatory appointment by the PC.

6.5. Health and Safety Training

6.5.1. Induction

The principal must ensure that all site personnel undergo a site-specific health & safety induction training session before any worker starts work. The induction must include the General duties of the employer and the employees. A record of attendance shall be kept in the health & safety file, as well as a copy of the contents of the said induction. Principle Contractor will be required to induct all contractors' employees. Workers must carry some sort of proof of inductions on their persons.

6.5.2. Awareness

Principle Contractor must ensure that, on site, periodic toolbox health & safety talks take place at least once a week. These talks should deal with risks relevant to the construction work at hand. Records of attendance must be kept in the health & safety file.

6.5.3. Competence

All competent persons must have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control, and carry out. This must to be assessed on a regular basis e.g. training, evaluation, and periodic audits by the Client, progress meetings, etc. Principle Contractor is responsible to ensure that Competent Contractors are appointed to carry out construction work.

6.6. Construction Welfare and Facilities

On each site where existing facilities are not present, at least one sanitary facility shall be erected for every 30 male workers, at least one sanitary facility one shall be erected for every 30 female workers, shower for every 15 workers, a changing facility for each sex and sheltered eating areas.

If mobile toilets are installed at the site, cleaning of buckets shall be arranged with the Client. Chemical toilets shall be used where applicable.

Eating facilities shall be made available in the form of a shaded net, table and chairs or acceptable eating facilities. This will take COVID-19 regulations into account.

6.7. Health & Safety Audits, Monitoring and Reporting

6.7.1. Monthly Audits by Client

OHS Agent, appointed by the client, will be conducting a monthly Audit to comply with Construction Regulation 2014 to ensure that Principal Contractor has implemented, and is maintaining the agreed and approved Health and Safety Plan as well as approved COVID-19 procedures. Principle Contractor is obligated to conduct monthly audits on all Contractors appointed by him and keep audit reports in its health & safety file. Contractors scoring less than 85% will have to stop work until deviations are closed out. Principle Contractor is required to withhold payment if the minimum safety standard is not maintained.

6.8. First Aid Boxes and First Aid Equipment

Principle Contractor and all Contractors shall appoint First Aiders in writing. Principle Contractor must appoint at 2 First Aider (one for each site on the Project) who must be certificated. Copies of valid certificates are to be kept on site. Principle Contractor must provide a first aid box for each site, adequately stocked at all times. All Contractors with more than 5 employees shall supply their own first aid box. Contractors with more than 10 employees must have their owned trained, certified first aider on site at all times.

The Emergency Plan of the Principal Contractor must include the arrangements for speedily and promptly transporting injured persons to a medical facility or securing emergency medical help to persons that may require it.

6.9. Public and Site Visitor Health & Safety

The principal contractor, Sub-Contractor, delivery vehicles and visitors are not allowed to disturb or roam around on the grounds during construction stage. The Principal Contractor will be held responsible and liable for disturbance and unrest, caused by any sub-contractor or delivery vehicles during the construction period. Public walkways and roadways must be kept clean and free of excessive construction materials to prevent a negative impact on the public.

Roadways and walkways must be cleaned on a regular basis – daily inspections to be conducted by the P.C. with action to be taken without delay.

Site visitors must be briefed on the hazards they may be exposed to as well as what measures are in place or should be taken to control these hazards. As per the Construction Regulations, a record of these 'inductions' must be kept on site. It is advised that a visitor book with site rules leaflet be kept at the gate or at reception/site office and all visitors to be directed to such point where they must read through the site safety information and sign the visitor book.

With employees, site visitors and others coming to site from unknown origins, it is imperative that the Covid-19 plan is drafted with the identification of the care/support visitors. Screening protocols will be done as well as visitors information register must be completed.

6.10. Access to Site

The Construction site must be fenced off with entrance and security at entrance. Where any permits are necessary from the SAPS and local authorities, this will be the responsibility of the P.C. Any road signage must be inspected by a designated person on a daily basis and the required cleaning and maintenance of signs will be the responsibility of this designated person. The road surface of all public and private roadways and pavements/pedestrian walkways must remain in a reasonably clean state, free of excessive sand, stone, water or other construction related materials.

6.11. Traffic and Diversions

Provision by means of a method statement must be made for any traffic diversions to conduct your construction activities as well as any loading and off-loading of materials and waste.

The method statement must include a drawing indicating traffic signage and the like.

The Principal Contractor shall ensure that all persons in its employment, all subcontractors, and all those that are visiting the site are aware and comply with the site speed restriction(s). Separate vehicle and pedestrian access routes shall be provided, maintained, controlled and enforced.

6.12. Housekeeping

All Contractors are to ensure that:

- Housekeeping is continuously implemented.
- Scrap, waste & debris are removed regularly.
- Ensure Covid-19 waste are discarded off correct according to Hazardous Biological Agents
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to free movement of pedestrian and vehicle traffic.
- Waste & debris not to be removed by disposing from heights, but by chute or crane.
- Where practicable, Construction sites are fenced off to prevent access of unauthorized persons.
- An unimpeded work space is maintained for every employee
- Every workplace is kept clean, orderly and free of tools etc. that are not required for the work being done.
- All offices and storage facilities as well as tools gets washed and sanitized daily.

6.13. Stacking & Storage (Construction Regulations 28)

THE PRINCIPAL CONTRACTOR must ensure that a competent person is appointed in writing to supervise all stacking and storage on a construction site.

- Adequate storage areas are provided and demarcated.
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack
- The items in the lower layers can support the weight exerted by the top layers.
- Cartons and other containers that may become unstable due to wet conditions are kept dry
- Pallets and containers are in good condition and no material is allowed to spill out.
- Stability of stacks are not threatened by vehicles or other moving plant and machinery.
- Stacks are built in a header and stretcher fashion and that corners are securely bonded.
- Persons climbing onto stacks do not approach unguarded moving machinery or electrical installations.

6.14. Fire Extinguishers and Fire Fighting Equipment's

Principle Contractor and relevant Contractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A minimum of four 9kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores. Wherever 'hot work' is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with hot work procedures and must be in possession of method statements detailing the safe working procedures. 'Hot work' includes all work that generates a spark or flame and may therefore result in a fire.

6.15. Severe Weather Plan

- 6.15.1. When high wind creates a hazard to craftsmen or work being performed, i.e., instability in elevated areas, limited visibility due to dust or particles in the air, unmanageable materials, etc., supervision will stop work activities, re-assign work and area, properly store and secure material which might blow away, injure or damage.
- 6.15.2. When rain creates a hazard to workers at work being performed, i.e., un-stable footing conditions due to slippery, muddy, and flooded work environments, unstable trenches or excavations, poor visibility due to rain or eye protection, supervision will stop specific work due to hazard, re-assign work duties and/or areas, and obtain further instructions from Project Management.
- 6.15.3. A Severe weather plan must be done on procedures for workers during hot/cold or other weather conditions.

6.16. Excavations, Shoring, Dewatering or Drainage

The Principal Contractor and any relevant Subcontractors shall make provisions in their tender for shoring, dewatering or drainage of any excavation as per this specification The Contractor shall make sure that excavations are inspected before every shift, each occurrence of rain, or change to the excavation / shoring and a record is kept.

6.17. Barricading and Demarcation

The construction site shall be fenced completely to prevent pedestrians and vehicles to enter the construction area.

Protection around the site must be in the form of a physical barrier and appropriate signage, to prevent public from entering the area.

A physical barrier will be a fence at least 1.8 meter high. Danger tape is not considered a physical barrier. Danger tape is considered as a signage only.

It is advised to use 1.2m high Day-Glo Mesh (barrier netting) to prevent pedestrians on pavements to enter the construction area.

6.18. Transport of Workers

The Principal Contractor and other subcontractors shall not:

- a) Transport persons together with goods or tools unless there is an appropriate area or section to store them
- b) Transport persons in a non-enclosed vehicle e.g. truck, there must be a proper canopy (properly covering in the back and top) with suitable sitting area. Workers shall not be permitted to stand or sit at the edge of the transporting vehicle.
- c) All vehicles will be sanitised daily all COVID-19 protocols will be followed. See updated on COVID-19 protocols on website <https://www.gov.za/covid-19/resources/regulations-and-guidelines-coronavirus-covid-19>.

6.19. Environmental Management

Management will commit to safety work procedures. Environmental and Waste Management Policy will be review annually and signed by management.

6.19.1. Dumping

- a) Receipts for hazardous waste disposal shall be copied to the Clients, OHS Agent.
- b) Any proposal to dispose of building waste products such as rubble or concrete or similar such products as part of backfill or landscape shaping shall require a Method Statement.

6.19.2. Litter and refuse

- a) Waste and litter shall be disposed of into scavenger- and weatherproof bins. Principle Contractor shall then remove the refuse collected from the working areas, from site at least once a week.
- b) Refuse must be disposed at a site approved by the Environmental Manager.
- c) Principal Contractor shall make provision for workers to clean up Principal Contractor's camp and working areas at least once a week.

6.19.3. Recycling

- a) Whatever possible, materials used or generated by construction shall be recycled?
- b) Containers for glass, paper, metals, and plastics shall be provided. Office and camp areas are particularly suited to this form of recycling process.
- c) Where possible and practical, such as at stores and offices, waste shall be sorted for recycling purposes. Recycling protocols shall sort materials into the following categories:
 - i. Paper / Cardboard
 - ii. Aluminium
 - iii. Metals (other than Aluminium)
 - iv. Organic waste
 - v. Glass

6.19.4. Wastewater management

- a) A surface water management plan has been prepared and approved before construction commences. It has considered the following:
- b) Appropriate cut-off drains to separate potentially contaminated flows from the open drainage system.
- c) Containment of polluted flows.
- d) Settling ponds/sludge dams/evaporation ponds for water with high suspended solids (e.g., batching, crusher, and sand washing areas).
- e) Principle Contractor should take precautions to minimise water pollution as shall be required.

- f) All wastewater should comply with pre-determined standards as set out in the National Water Act, Act 36 of 1998, Government Notice No 398 and No 399 DWAF General Authorisations in terms of Section 39 of the National Water Act, Act 36 of 1998 and the South African Water Quality Guidelines for Fresh Water Second Edition, 1996, before it can be released into the environment.
- g) Water quality monitoring shall be undertaken as described in the relevant section of this CEMP.P
- h) Principle Contractor shall notify the Environmental Manager immediately of any pollution incidents on site.

6.19.5. Washing areas

- a) Wash areas shall be placed and constructed in such a manner to ensure that the surrounding areas, which include groundwater, are not polluted.
- b) A Method Statement shall be required for all wash areas where hydrocarbon and hazardous materials, and pollutants are expected to be used. This includes, but is not limited to, vehicle washing, workshop wash bays, paint wash and cleaning.
- c) Wash areas for domestic use shall ensure that the disposal of contaminated "grey" water is sanctioned by the Environmental Manager.

6.19.6. Sanitised areas

Principle contractor will follow COVID-19 protocols.

- a) Before entering the site, all persons must sanitise.
- b) There are adequate facilities for the washing of hands with soap and clean water.
- c) Sanitisers will have a 70% alcohol content.
- d) Only paper towels are provided to dry hands after washing (fabric towelling must not be used).
- e) surfaces that workers and members of the public come into contact, including reception desks, are routinely cleaned and disinfected and industrially sanitised, where appropriate.
- f) Common areas and ablution facilities are sanitised more regularly;
- g) workers are provided with the necessary tools and equipment required to perform their job to avoid sharing of workers' tools and equipment, in so far as it is reasonable and practicable to do so;
- h) there are sufficient quantities of hand sanitizer (with at least 70% alcohol content) having regard to the number of workers or other persons who access the workplace at the entrance of, and in, the workplace which the workers or other persons are required to use;
- i) Every worker who works away from the workplace, other than at home, should be provided with an adequate supply of hand sanitizer;
- j) If a worker interacts with the public, the employer should provide the worker with sufficient supplies of hand-sanitizer at that worker's workstation for both the worker and the person with whom the worker is interacting; and
- k) The workplace is sufficiently ventilated.

6.19.7. Spillages:

The PC and Sub-Contractors will adhere to the NEMA Act

- a) Streams, rivers and dams and underground water will be protected from direct or indirect spillage of pollutants such as refuse, garbage, cement, concrete, sewage, chemicals, fuels, oils, aggregate, tailings, wash water, organic materials, and bituminous products.
- b) In the event of a spillage during the construction phase, the responsibility for spill treatment will lie with Principal Contractor will be liable to arrange for competent assistance to clear the affected area.
- c) Principle Contractor will compile and maintain environmental emergency procedures, to ensure that there will be an appropriate rapid response to unexpected or accidental environment-related incidents throughout the life cycle of the project.
- d) The individual responsible for, or who discovers a hazardous waste spill must report the incident to the Environmental Manager.
- e) The Environmental Manager will assess the situation in consultation with Principal Contractor and act as required. In all cases, the immediate response will be to contain the spill. The exact treatment of polluted soil/water will be determined By Principal Contractor in consultation with the Environmental Manager. Areas cleared of hazardous waste will be re-vegetated according to the Environmental Manager's instructions.
- f) Should water downstream of the spill be polluted, and fauna and flora show signs of deterioration or death, specialist hydrological or ecological advice must be sought for appropriate treatment a remedial procedure to be followed. The requirements for such input will be agreed with the Environmental Manager. The costs of the containment and rehabilitation will be for Principal Contractor's account, including the costs of specialist input.
- g) No person shall be allowed to approach a spill unless he/ she is equipped with the personal protective clothing.
- h) The risk involved shall be assessed before anyone approaches the scene of the incident with the emergency response plan.

- i) Any known or discovered spillage of toxic substances into a stream or river should be followed by immediate monitoring of the receiving streams and rivers.

6.19.8. Fuels/Flammables/ Hazardous Materials stores

Fuels stores are kept as low in volume as practicable.

- There are no leaks.
- The outlet is secure and locked.
- The bund is empty.
- Fire extinguishers are serviced and accessible.
- The area is secure from accidental damage through vehicle collision & the like.
- Emergency and contact numbers are available and displayed.
- There is adequate ventilation in enclosed spaces.
- There are no stores or containers within the 1:50 year flood line.

7. PLANT, MACHINERY AND EQUIPMENT

7.1. Hired Plant and Machinery

The Contractor shall ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS Act and Construction Regulations (July 2014) shall apply.

The Contractor shall ensure that operators hired with machinery are competent and that certificates are kept on site in the health & safety file.

Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the health & safety file. All relevant contractors must ensure the same.

7.2. General Machinery

The Contractor and relevant contractors must ensure compliance with the Driven Machinery Regulations and General Machinery Regulations, which includes carrying out risk assessments on the machines, inspecting machinery regularly appointing a competent person to inspect and ensure maintenance, issuing PPE and relevant clothing, and training those who use machinery.

8. OCCUPATIONAL HEALTH and SAFETY CONTROLS

8.1. Health Hazards

Health hazards include chemical hazards (solvents, adhesives, paints, toxic dusts, etc.), physical hazards (noise, radiation, heat, etc.), biological hazards (infectious diseases), and ergonomic risk factors (heavy lifting, repetitive motions, vibration). Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction.

Occupational exposure is a major problem, and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and adsorption through the skin of hazardous chemicals substances. Conduct regular inspections of all operations, equipment, work areas and facilities. Have workers participate on the inspection team and talk to them about hazards that they see or report.

Be sure to document inspections so you can later verify that hazardous conditions are corrected. Take photos or video of problem areas to facilitate later discussion and brainstorming about how to control them, and for use as learning aids.

8.2. Noise induced Hearing Loss

Noise induced hearing loss is a highly underrated occupational condition. Occupational noise emitted by construction machinery and power tools must be controlled as far as possible by implementing engineering solutions such as noise dampening, regular maintenance, servicing and inspection, screening off the noise, and reducing the number of persons exposed.

It is generally accepted that all employees on a construction site will be exposed to varying degrees of noise. In view of this, Principal Contractor shall ensure full compliance with the above- mentioned regulation; furthermore, provide proof of assessment of noise levels. Those noise zones must be clearly marked with appropriate PPE

signs. Principle Contractor is advised to pay particular attention to section 12 of the "Noise Induced Hearing Loss Regulation."

8.3. Ergonomics

Ergonomics is the study of how workers relate to their workstations. We advise Principal Contractor and Contractors to take this into consideration when conducting risk assessments, thereby improving the worker-task relationship, which will in turn improve productivity and reduce chronic conditions such as back strains, joint problems and mental fatigue, amongst others.

8.4. Hazardous Chemical Substances (HCS)

Principle Contractor must ensure that the use, transport, and storage of HCS are carried out as prescribed in the HCS Regulations. The P.C. and contractors must ensure that all hazardous chemicals on site have Material Safety Data Sheets (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals.

The First Aiders must be made aware of the MSDS's and how to treat HCS incidents appropriately. Copies of the MSDS's must be kept in the first aid box and in the store. All containers must be clearly labelled.

Flammable substances must be stored separately, away from other materials, and in a well-ventilated area (appropriate cross ventilation). A competent person should be appointed to be in control of this portfolio. Spill Kit must be available on site in case of any chemical spillage. Fuel storage tanks must conform to the general environmental legislation and Environmental Management Plan. The necessary safety signage must be posted up on the tanks – 'no naked flames', 'no smoking'. Two 9kg DCP fire extinguishers must be placed near to fuel tanks, but not within 5m of the tanks. These extinguishers are over and above the minimum four required for the offices and stores.

All sanitised containers will have the correct labels and MSDS's will be made available. Protocols will be followed with storage of huge quantities of sanitisers. All Sanitiser must have a minimum of 70% alcohol base. Full risk assessment regarding sanitizer must be on file.

8.5. Diseases Control Measures

All employees may be at risk of infection, or of spreading infection, especially if their role brings them into contact with blood or bodily fluids like urine, faeces, vomit, or sputum. Such substances may contain micro-organisms such as bacteria and viruses which can be spread if staff do not take adequate precautions.

In order to restrict and reduce the risk of infection in the workplace. According to the recent SA stats the PC must have knowledge concerning HIV/Aids, TB, legionella bacteria, Hepatitis A and Coronavirus. The PC will:

- have systems in place that assess the risk of and prevent, detect, and control the risk of infection
- designate a lead for infection prevention and control
- ensure sufficient resources are available to secure effective prevention and control of infection
- ensure employees, contractors and other persons who directly or indirectly provide work are provided with suitable information, instruction, training, and supervision in the precautions to follow
- Information is obtained from and shared with other businesses
- Audits are carried out to ensure policies and procedures are being implemented
- A suitable and sufficient risk assessment is carried out with respect to prevention and control of infection
- ensure an appropriate standard of cleanliness and hygiene is maintained throughout the premises and that the premises are maintained in good physical repair and condition
- ensure appropriate standards of cleanliness and hygiene are maintained in relation to equipment
- ensure that a suitable cleaning schedule is in place and followed
- ensure there is suitable and sufficient hand washing facilities and antimicrobial hand rubs where appropriate
- ensure the supply and provision of linen and laundry is appropriate
- ensure suitable information on infections is provided to visitors, including the importance of hand washing by visitors
- ensure information regarding infection is passed on to any other person, as necessary
- ensure individuals who develop an infection are identified promptly and that they receive the appropriate treatment and care
- inform the local health protection unit of any outbreaks or serious incidents relating to infection
- ensure all staff co-operate with our control of infection procedures
- provide regular suitable training, including induction training to all staff on the prevention and control of infection

8.5.1. Coronavirus Controls

The Contractor shall establish a care/support team which can handle the process of cross contamination and infection on-site. The team should also be available / referred for answering workers' concerns and communicating

accurate media updates etc. The PC will ensure a COVID-19 Compliance Manager and Compliance Officer is appointed in writing. This employee taking on this role is responsible for developing the company COVID-19 OHS plan and Risk Assessment

The OHS Act also imposes a duty on employees to take reasonable care for their own health and safety and that of their fellow employees. This reason every employer has to develop a COVID-19 Policy sign, dated and review date. The Principal Contractor is expected to compile his Provisional Costing's and Budgets expected to derive from this Health & Safety Specification and his plan, with the Health & Safety Covid-19 plan.

Based on all recommended COVID 19 Protocols the contractor shall develop and submit their BOQ to the appointed Safety Agent or Principal Agent for this project which shall be checked and verified for ECPTA. This provisional budget and / or costing requirement relates to **Construction Regulation 5(1) (g)**, and is not a guarantee to Contingency Claims, a Variation Order that may be deemed due to Covid-19. Such Claims or variations must be dealt with the Principal Agent accordingly thereafter approval obtained from ECPTA. As a normal part of Health and Safety Systems, it is a known factor that PPE is key to the prevention of most Injuries, Accidents, Diseases, Contaminations, and Incidents. The Covid-19 outbreak proves this again.

Personal Protective Equipment (PPE) – while engineering and administrative controls are considered more effective in minimizing exposure to SARS-CoV-2, PPE is also be needed to prevent exposures, contamination, and cross-contamination.

The Following, but not limited to, will be required, and expected to be Displayed, and with Key Personnel:

- An isolation area / space / facility on-site including the Disinfecting Management of this Facility ON-SITE.
- External Emergency Contacts List of Facilities identified for Covid-19 Management.
- Call Centre Contacts Lists Information for the Covid-19 Hotline, Local GP, WHO, NICD, Local Dept Labour, CDC etc.
- Emergency Plan to deal with Covid-19 screening, infection, contamination including the process of all employees when one is found to be infected (its deemed an emergency).
- Inclusion of PPE Resource Plan in the Covid-19 Emergency Plan

Training and Awareness of the Covid-19 must be included into your approved Health & Safety Plan, and part of the Implementation of the Contractors System. Employees need to be informed and education with accurate information. The Contractor is to outline Safe Work Procedures pertaining to the compiled system to manage and alleviate the Covid-19 disease.

Ensure that the participant is not discriminated against on grounds of having tested positive for COVID-19 in terms of section 6 of the Employment Equity Act, 1998 (Act No.55 of 1998).

The Principal Contractor is required to record all systems implemented, controlled, and handled.

The Principal Contractor shall record all screening processes, hygiene maintenance, medical reports, suspected and infected cases etc.

The Contractor shall amend, where applicable, and add, where applicable, suitably designed registers for the additional systems, protocols and resources needed to be recorded.

The contractor shall include Covid-19 matters in his monthly report including statistics.

Reporting of incidents for regulatory purposes

- a) Participants must be informed to alert their contractor or Focal point immediately, if they suspect they have been exposed to COVID – 19 (symptoms: body aches, loss of smell or loss of taste, nausea, vomiting, diarrhoea, fatigue, weakness or tiredness);
- b) If a participant is diagnosed with COVID – 19, the Responsible Manager must investigate the cause including any control failure and review its risk assessment to ensure that the necessary controls and PPE requirements are in place;
- c) An incident investigation reports shall be completed, indicating all possible causes and corrective actions taken or proposed.
- d) Reporting for purposes of public health, contact tracing, screening, testing and surveillance

Where workplace meetings cannot be conducted virtually, strict protocols should be implemented in respect to in-person meetings:

- i. the maximum occupancy of the workplace meeting room should be determined having regard to social distancing standards above and excess seats should be removed from the room;
- ii. the layout of workplace meeting rooms should conform with social distancing principles in so far as possible;

- iii. the number of attendees that may attend a workplace meeting should be limited to the prescribed occupancy requirements of the room;
- iv. the number of workplace meetings and the duration of workplace meetings should be reduced;
- v. attendees should avoid social protocols such as shaking of hands and hugging;
- vi. all attendees should wear a face mask with nose and mouth covered;
- vii. All Pens must be sanitise or each person must use own pen to sign attendance register.
- viii. all attendees should wash hands / hand sanitizer before entering and exiting the workplace meeting room;
- ix. doors to be left open during and between workplace meetings to avoid touching handles;
- x. desks / equipment / seat handles in meeting room should be sanitised immediately before and after meetings;
- xi. Meeting refreshments are permitted where the coffee cups are disposable, beverages are sealed, and food is wrapped.

8.5.2. Diseases from Sewer Works

A health risk management plan shall be defined for work on the active sewer line and the biological and chemical hazards associated with this. The risk assessment and method statement shall include the safe work processes for

- a. The plugging and unplugging of active sewer pipes.
- b. The over pumping of sewer materials; this method statement shall conform to the controls defined in the Hazardous Biological Agent Regulations and shall cover the entire time-span of such over-pumping, including, where applicable, over pumping during the night and over week-ends.

Contractor must ensure the company provide or support occupational immunisations on a risk basis. Where workers are at significant occupational risk of acquiring a vaccine-preventable disease, the employer should implement a comprehensive occupational vaccination program, which includes a vaccination policy, current staff vaccination records, provision of information about the relevant vaccine-preventable diseases, and the management of vaccine refusal (e.g., reducing the risk of a healthcare worker transmitting disease to vulnerable persons). Employers should take all reasonable steps to encourage non-immune workers to be vaccinated. A vaccination program should be in place where there is a significant risk of exposure to Hepatitis A or Tetanus (e.g., workers in regular contact with sewage)

Ensure the provision of hand washing facilities, showers, change rooms, equipment storage areas and eating facilities. Each first aid box shall include an eye wash bottle, for use with accidental sewer splash incidents.

8.5.3. Legionella Disease

If the PC use JoJo tanks and hosepipes as per this draught period. The PC must have a written Control Plan and risk assessment for purification of Jojo Tanks for drinking water and use of hosepipes for dust and usage on site. This will be to prevent Legionella disease or cholera.

8.6. Alcohol and other Drugs

No alcohol and drugs will be allowed on site. An Alcohol Abuse policy will be signed by CEO and Review annually. Policy must be communicated to all workers. No person may be under the influence of alcohol or any drug while on the construction site. Any person on prescription medication must inform his/her superior, who shall in turn report this to the Client's Agent forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her /anyone else's health or safety performance must report this to his/her superior. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately.

8.7. Dust Control

Principle Contractor shall be solely responsible for the control of dust arising from Principal Contractor operations.

- a) Principle Contractor shall take all reasonable measures to minimise the generation of dust as a result of construction activities to the satisfaction of the Environmental Manager.
- b) Excavation, handling, and transport of erodible materials shall be avoided under high wind conditions or when a visible dust plume is present.
- c) During high wind conditions, the Environmental Manager will evaluate the situation and make recommendations as to whether dust-damping measures are adequate, or whether working will cease altogether until the wind speed drops to an acceptable level.
- d) Where possible, soil stockpiles shall be located in sheltered areas where they are not exposed to the erosive effects of the wind. Where erosion of stockpiles becomes a problem, erosion control measures shall be implemented at the discretion of the Environmental Manager.
- e) Vehicle speeds shall not exceed 40km/h along dirt roads or 20km/h.

- f) Appropriate dust suppression measures shall be used when dust generation is unavoidable, e.g., dampening with water, particularly during prolonged periods of dry weather in winter. Such measures may also include the use of temporary stabilising measures (e.g., chemical soil binders, straw, brush packs, chipping)

*Principal Contractor should prepare and submit a Dust Control Method Statement.

8.8. Asbestos Works

The inhalation of airborne asbestos fibres can cause serious lung diseases including asbestosis, cancer of the lungs and mesothelioma. These diseases usually become apparent only some years after exposure to asbestos and sometimes not until 40 or more years after the first exposure. **Cigarette smokers who are occupationally exposed to asbestos exhibit a marked increase in the incidence of lung cancer when compared to non-smokers.**

Exposure to asbestos may result from:

- **Inhalation**
Asbestos can be breathed in as raw fibre or as dust that contains regulated fibres also known as respirable fibres. Inhalation is the most common source of exposure to asbestos.
- **Ingestion**
Asbestos can be swallowed in the dust form if it gets on hands, clothing, a beard or moustache. Asbestos fibres can also be taken into the body if food or beverage is contaminated with asbestos. Smoking contaminated cigarettes is particularly risky because asbestos particles can be breathed in and swallowed.

The old Asbestos Regulations were repealed and the Asbestos Regulations, 2001 were published on 10 February 2002 in Government Gazette No. 23108 with the aim of protecting employees against the adverse effects of asbestos on human health.

A qualified and registered service provider must remove asbestos and discard of all asbestos as per the Asbestos Regulations. All contractors appointed for asbestos work will first be approved by the OHS agent before they start work on site. The service Provider must be approved by the OHS Agent before performing work on site.

8.9. Electrical Works

Only Competent person will work on electrical task. Identify all sources of energy to the equipment using drawings, diagrams, and identification tags and field verification. Utilize an approved energy control procedure (ECP). Lockout systems and signboards must be used at all times.

Ensure that the following:

- Provide qualified or licensed (where required) personnel.
- Assist with program administration, implementation, and verification of compliance with regulatory requirements and the requirements in this procedure.
- Assess program status and verify that procedures comply with regulatory requirements, site needs and observations.
- COC for all works must be provided.
- No fuses and no safety protection equipment may be bridged out.
- If circuit breaker or contractor is replaced it must be a permanent job.
- Harness must be worn when working above 2 meters from ground level.
- Safety goggles must be worn when working with, electrical cleaning solvents and grinders.
- The zero adjustment on a generator may not be moved without permission from Foreman / Engineer.
- Overload protection on switchgear must be according to motor specs.
- All covers on motors must be secured.

8.10. Concrete works (construction Regulations 20)

Competent person will be appointed in writing to supervise this task work. The following procedures will be following regarding Batch Plant as per the Construction Regulations 2014.

- Concrete must be mixed only in an area demarcated for this purpose, ideally on an impervious surface (e.g., cement mixing pit).
- All concrete spilled outside this area, must be promptly removed by the Contractor and taken to a permitted waste disposal site.
- After all concrete mixing is complete; all waste concrete must be removed from the batching area and disposed of at an approved dumpsite.
- Ensure separation of clean and dirty water from batching plant.

- Storm water must not be allowed to flow through the batching area. Water laden with cement must be collected in a retention area for evaporation and not allowed to escape the batching area.
- Operators must wear suitable safety clothing.
- Wastewater from batching operations to be suitably disposed of.
- Waste concrete and cement sludge to be removed on a regular basis (to prevent overflowing) and to be disposed of at a suitable facility.
- Unused cement bags will be stored in an area not exposed to the weather and packed neatly to prevent hardening or leakage of cement.
- Used cement bags will be stored so as to prevent windblown dust and potential water contamination. Used bags will be disposed of adequately at a licensed waste disposal facility.
- Ready mix concrete transportation will not result in spillage.
- Cleaning of equipment and flushing of mixers will not result in pollution, with all contaminated wash water entering the waste water collection system.
- Concrete mixing strength test records will be kept on file.

8.11. Working at Heights (Construction Regulations 10)

The implementation and maintenance of a safe work environment is the collective responsibility of all employees, contractors, and visitors to the jobsite. Contractor will submit working at heights policy. Policy will be communicated to all persons working at heights. All employees must go for special medical assessment for working at heights. All employees working at heights must be provide prompt medical treatment when a worker is injured on the jobsite. To do this, workers may have to perform a working at heights rescue to bring down a worker who has fallen and is suspended in a safety harness.

Contractor may use ladders, scaffolding to perform their duties according to task. A Clear Safe Work Procedure and Method statement will be done. Signed by contractor construction manager and competent working at heights supervisor.

A fall protection plan with a rescue plan will be submitted with the OHS File. A competent person with qualification (unit standard -229994 NQF lever 4) Fall protection plan developer will sign of the FPP appointment letter. All employees working at heights must have medical examination done and training on working at heights. FPP and FAS must be communicated to all worker and evidence of such must be on file.

Fall arrest equipment will be inspected on site daily as well as all harnesses, lanyards, safety line, etc.

8.12. Excavation Works (Construction Regulations 13)

Excavation work is hazardous. Competent person will be appointed in writing. This guideline provides information on the potential hazards involved in excavation work so that workers and employers can work together to create a safe, injury and fatality free work site.

Bulk excavation for pool area must have a method statement to ensure all risk has a mitigation factor and are communicated. Ensure escape routes out of deep excavations and ensure employees medicals are updated on task work as per the depth of the excavation.

8.13. Lock Out Procedures (General Machinery Regulations)

A lockout, tag and test procedure describes the requirements to ensure that all machinery or equipment with the potential for unexpected operation, movement, release of energy or the release of hazardous materials, have been locked out prior to work being performed on it. The Contractor shall familiarise himself with the procedure and shall at all times adhere to its requirements. The Responsible Representative of the Municipality must first be notified and approval granted before any equipment that comprises part of the finished work can be put into operation or energised.

Lock-out and tag-out procedures will be applied for the servicing and maintenance of machines and equipment in which the unexpected energising or start-up of the machines or equipment or the release of stored energy could cause injury or death to any personnel. An energy source includes any source of electrical, mechanical, hydraulic, chemical, thermal, stored, ionising and non-ionizing, or other energy.

The Responsible Representative of the Client is to identify all sources of energy which need to be locked out and communicate this to the Contractor Supervisor.

The unauthorised removal of Lock-out locks is considered a serious safety violation and will be regarded as a breach of contract.

No work shall be performed on electrical equipment that is energised. Such equipment must be "locked out" prior to working on it. Only grounded equipment shall be used for power supply. Plugs and cords shall be maintained in good repair. Where conditions dictate a ground fault interruption protection power supply shall be used.

Under no circumstance shall a connection be made to any power outlet except through an approved plug. Insertion of bare wires into any power outlet is strictly prohibited.

8.14. Permit to Work

A Permit to Work system will be authorized by Client, Contractor and Municipality. All requests for Permits to Work shall be channelled through the Responsible Representative appointed in writing. The Contractor must ensure that all Permits to Work are properly completed and duly authorised by the appropriate signatories before commencing with the work in question. All requirements stated in the Permit must be fully complied with. Activities that require a permit to work include but are not limited to:
hot work.

- working in confined spaces.
- working at heights.
- excavation work.
- site clearing.

8.15. Confined Spaces (General Safety Regulations 5)

A "confined space" may be generally defined as any area which has limited means of egress and is subject to oxygen deficient atmosphere or to the accumulation of toxic or flammable gases or vapours. A Competent person will be appointed to work in areas defined as confined space. Medicals will be done for all workers performing task in confined spaces. Safe Work Procedures will be done with Confined space checklist and lock-out procedures. High Risk task and must be supervised.

8.16. Paving

Preparation of paving will effect dust. Preparation must be done to safely prepare for working with sand and crusher dust. Appropriate PPE must be worn. A method statement must be done before work start and communicated to all employees. Ergonomics must be taken into account for repetitive movements during bending and laying of paving bricks.

9. ANNEXURE A - Legal Appointments

Assignment of duties by Principal Contractor and Contractors' responsible persons. The Contractor must make all the Management appointments as set out below (Further appointments could become necessary as the project progresses).

No	OHS Act Ref.	Appointment	Name of Appointee
1	Section 16. (1)	Overall Authority and Accountability	
2	Section 16. (2)	Delegation of assignment of Duties	
3.	CR 8 (1)	Construction Manger	
4	CR 8 (5)	Health and Safety Officer	
5.	CR 8 (2)	Construction Assistant manager	
6	DM Act	COVID-19 Officer	
7	CR 8. (7)	Construction Supervisor	
8	CR 8. (8)	Subordinate Construction Supervisor	
9	GMR 2(1)	Supervision of Machinery (not for construction sites)	
10	Section 17	Health and Safety Representative	
11	CR 16. (1))	Scaffold Erector, Inspector (separate appointments)	
12	CR 13(1)	Excavation Inspector	
13	GSR 3(4)	First Aiders	
14	CR 29(h)	Fire Equipment Inspector	

15	EMR 9	Portable Electrical Tool Inspector	
16	CR 17(8)(a)	Materials Hoist Inspector	
17	DMR 18(5)	Lifting Machinery and Equipment Inspector	
18	HSC Reg	Hazardous Chemical Substances Inspector	
19	GSR 3	Emergency Procedure Coordinator	
20	CR 23(j)	Construction Vehicle and Mobile Plant Inspector	
21	CR 28(a)	Stacking and Storage Supervisor	
22	CR 10	Fall Protection Plan Developer	
23	CR 10	Fall Protection Supervisor	
24	GSR 5	Confined Space Supervisors	
25	GMR	Lock-out and Tag-Out Representative	
26	CR 18	Rope Access Work Inspector	
27	CR 20	Batch Plant Supervisor	
28	CR27	Housekeeping Supervisor	
29	GSR 13a	Ladder Supervisor	
30	FR	Facilities Supervisor	
31	EIR - MR	Electrical and Mechanical Supervisor	
32	CR 9	Risk assessor	
33	GAR 9	Incident Investigator	
34	Asbestos Reg.	Asbestos Inspector	

CR	=	Construction Regulations
ER	=	Environmental Regulations
GSR	=	General Safety Regulations
HSC	=	Hazardous Chemical Substances Regulations
GMR	=	General Machinery Regulations
FR	=	Facilities Regulations
DM	=	Disaster Management Act

10. ANNEXURE – B GENERAL COMPLIANCE REQUIREMENTS

Principle Contractor and Contractors must comply with but not be limited to the requirements tabled below:

OHS Act Section/Regulation	Subject	Requirements
Construction. Regulation 4(1)	Notice of carrying out Construction work	Department of Labour notified. Site Notification of Intention to Commence Construction Work or Construction Work Permit application (done by OHS Agent)
General Admin. Regulation 4	Copy of Health and Safety Act (Act 85 of 1993)	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	Registration with Compensation Insurer	Written proof of registration/Letter of good standing available. Site Compensation for Occupational Injuries and Diseases – proof of registration
Construction. Regulation 5 (b)	Health and Safety Specification	Health and Safety Specifications received from Client and/or its Agent on its behalf
	Company Policies	Signed Policies: OHS Policy Alcohol abuse policy, Fall protection Policy, Disciplinary Procedures, Environmental Policy, PPE Policy. Quality Policy, HIV/Aids Policy. Hazchem Policy, Pandemic Policy
Construction Regulations 2(a)	Health & Safety Plan (Health and Safety plan)	Under the Construction Regulations [7(1)(a)], Principal Contractor is required to develop the Health and Safety Plan, due to new Disaster Management Declaration the OHS plan will include COVID-19 safe work procedures for each site before work commences
Section 16. (1)	Overall Authority and Accountability	Overall Responsibility
Section 16. (2)	Assignment of Duties	Responsible for Contract management of the project CV on file Legal Liability and HIRA training on file
Construction Regulation 8(1)	Construction Manager	Responsibility of complying with the Health and Safety Act assigned to other person/s by S 16.2. CV, Competency CV on file OHS Legal Liability and HIRA training on file
Construction. Regulation 8 (7)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor with job description CV on file
Construction Regulation 8(5)	Safety Officer	Competent person appointed in writing as Registered with SACPCMP / barcoded letter from SACPCMP. CV on file

Section 17 & 18 General Administrative Regulations 6 & 7	Designation of Health & Safety Representatives	More than 20 employees - one Health and Safety Representative, one additional Health and Safety Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Safety Representatives name to be displayed on site notice board. Meaningful Health and Safety Rep. reports. Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	Health & Safety Committee/s	Health and Safety Committee/s established. All Health and Safety Reps shall be members of Health and Safety Committees Additional members are appointed in writing. Meetings held monthly; Minutes kept. All safety meeting schedules are to be displayed on site notice board. Actioned by Management.
	Health and Safety Organogram showing all safety management portfolios and positions	Updated Organogram Displayed
Section 37(1) & (2)	Agreement with Mandatories/ (Sub-)Contractors	Written agreement with (Sub-)Contractors List of Sub Contractors displayed. Proof of Registration with Compensation Insurer/Letter of
Construction Regulation	Principle Contractor	Letter of Good Standing (COIDA Compliance) Identify the hazards in the workplace. Evaluate the risks. Do whatever needs to be done to protect the worker from injury or health problems. If anything is unsafe, your employer must take action to make it safe. The employer must train the workers properly. The employer must make sure the workers obey safety rules and the law
Section 8(2)(d) Construction. Regulation 9(1)	Hazard Identification & Risk Assessment	Hazard Identification carried out/Recorded. Risk Assessment and – Plan drawn up/Updated. Risk assessor to have HIRA Training RA Plan available on Site Risk assessments to be signed off by risk assessor and Contract manger Method statement to be done for each activity which is taking place on site. All risk assessments to be done as per method statements. Employees/Sub-Contractors informed/trained
Section 24	Reporting of Incidents (Dept. of Labour)	Incident Reporting Procedure and man-hours to be displayed on site notice board. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1) (WCL 1 or 2) and to the Client and/or its Agent on its behalf Copies of Reports available on Site Record of First Aid injuries kept

General Admin. Regulation 9	Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Appointed person to have formal incident investigator training. Copies of Reports (Annexure 1) available on Site Tabled at Health and Safety Committee meeting
Construction. Regulation 28 General Safety Regulation 8(1)(a)	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
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 Health and Safety Act. One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed) List of First Aid Officials and Certificates Name of person/s in charge of First Aid box/es displayed. Location of First Aid box/es clearly indicated. Signs instructing employees to report all Injuries/illness including first aid injuries
General Safety Regulation 2	Personal Safety Equipment (PSE)	Items of PSE prescribed/use enforced. Records of Issue kept. PPE matrix to be displayed. Undertaking by Employee to use/wear PSE. PSE remain property of Employer, not to be removed from premises GSR 2(4)
Hazardous Chemical Substances (HCS) Regulations Construction Regulation 25	Control of Storage & Usage of HCS and Flammables	Competent Person/s with specific knowledge and experience designated to Control the Storage & Usage of HCS (including Flammables) Hazardous chemical surveillance to be conducted. Risk Assessment carried out. Register of HCS kept/used on Site
Electricity Act of 1984 no 41 Electrical Installation Regulations	Electrical and Mechanical Installation	Competent Person appointed in Writing. All competency Certificates on file Scheduled log book of installations and wiring Medical Report of Fitness Daily inspections of tools and electrical equipment COC must be submitted after each new installation. Calibration Certificate must be submitted after each installation

Construction. Regulation 23	Construction Vehicles &Earth Moving Equipment	Operators/Drivers appointed to: <ul style="list-style-type: none"> - Carry out a daily inspection prior to use. - Drive the vehicle/plant that he/she is competent to operate/drive. - All plant to be fitted with revolving lights. - Plant to be fitted with Fire extinguishers. Written Proof of Competence of above appointee available on Site.
Construction Regulations 10	Working at Heights	Medical Report available for each operator available on site Record of Daily inspections kept. <ul style="list-style-type: none"> - Competent Fall protection Plan Developer - Fall protection plan communicated to all employees. - Fall Arrest Plan communicated to everyone. - All Harness to be 1.2m building is 4.2 meter high. - All people working on heights must have medicals approved. - Risk assessment done
OHS Act 1993	OHS Budget COVID-19 Budget	OHS Cost Estimate must be submitted before construction commence. Must be approved by OHS agent and QS.

11. ANNEXURE – F Budget

ITEMS COSTED		ESTIMATED COST
1	Health and Safety File as per OHS Specifications	R
	Health and Safety Plan inclusive of Fall Protection Plan (Full Health and Safety File) Inclusive of Covid-19 Specifications	R
2	PERSONAL PROTECTIVE EQUIPMENT	
	Overalls	R
	Hard hats	R
	Safety boots / shoes	R
	Gloves (take note of different task)	R
	Ear plugs or Ear Muffs	
	Respiratory Equipment	R
	Mask (Construction Work)	R
	Goggles / Safety Glasses	R
	Safety Harness	R
	Rescue Equipment	R
	Hazchem Spill Kit	R
	Shield helmet (welding)	R
	Certified Chain slings	R
	Cloth Mask or disposable mask per employee	R
	Other	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION –		

ITEMS COSTED		ESTIMATED COST
3	FIRE FIGHTING EQUIPMENT	
	Fire extinguishers (take note of different risk)	R
	Other	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION –		

ITEMS COSTED		ESTIMATED COST
4.	HEALTH AND SAFETY PERSONNEL	
	Safety Manager	R
	Full time safety officer	R
	COVID-19 Compliance Officer	
	Full time safety representative	R
	First aider	R
	Hazchem Supervisor	R
	Fall Protection Planner	R
	Fall Protection Supervisor	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION –		

ITEMS COSTED		ESTIMATED COST
5.	LIFTING MACHINERY AND EQUIPMENT	
	Annual inspections and load testing as per legal requirement	R
	Certification of all lifting gear during the course of the project	R
	Third party inspection	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION –		

ITEMS COSTED		ESTIMATED COST
6.	INSURANCES	
	COID cover for the project	R
	Liability insurance	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION – SEE ITEMS		

ITEMS COSTED		ESTIMATED COST
7.	TRAINING	
	Health and safety representatives	R
	H & S Supervisory training	R
	First aid training	R
	Fire fighting	R
	Legal liability training	R
	Risk assessment training	R
	Working at Heights Training	R
	HAZCHEM Training	R

**TOTAL (NO COST TO BE INSERTED HERE)
COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION**

ITEMS COSTED		ESTIMATED COST
8.	SIGNAGE	
	All signage as required by law: regulatory, warning and information	R
	Posters for awareness health and safety	R
	Posters on COVID-19 for site A3,A5	R

**TOTAL (NO COST TO BE INSERTED HERE)
COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION -**

ITEMS COSTED		ESTIMATED COST
9.	ELECTRICAL	
	Locks required for lockouts	R
	Tags	R
	Permit books	R

**TOTAL (NO COST TO BE INSERTED HERE)
COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION - SEE BOQ**

ITEMS COSTED		ESTIMATED COST
10.	COVID-19	
	Provision of Non-Contract Infrared Thermometer	R
	Hand Sanitiser Foot Petal Stand	R
	Cleaning Materials COVID-19	R
	Hand Sanitiser	R
	Paper Towels	R
	Daily Cleaning and Disinfecting of facilities& Vehicles	R

**TOTAL (NO COST TO BE INSERTED HERE)
COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION - SEE BOQ**

ITEMS COSTED		ESTIMATED COST
11.	Legal Requirements	
	Medicals for all employees	R
	Working at heights medicals	R
	Sewer Inoculations	R
12.	Environmental	
	Water for Drinking and Washing hands mobile stations throughout the site	R
	Hand soap	R
	Toilet Paper	R
	Ablution Facilities	R
	Other	R

**TOTAL (NO COST TO BE INSERTED HERE)
COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION - SEE BOQ**

ITEMS COSTED		ESTIMATED COST
13.	ASBESTOS Removal	
	Registered Contractor	R

Medicals of Employees	R
Disposal of Waste	R
Disposable PPE	R
TOTAL (NO COST TO BE INSERTED HERE) COST/PRICE TO BE INCLUDED IN PRELIMINARY & GENERAL SECTION – SEE BOQ	

This list is not exhaustive, and contractors may expand all levels to include all relevancy H & S expenditure

The Clients Principal Agent Approval:

Name: _____ Signature: _____ Date: _____

FOR PRINCIPAL CONTRACTOR

Principal Contractor Representatives Acceptance: Name: _____

Signature: _____

Date: _____

12. Annexure G- Contents and Numbering

CONTENTS AND NUMBERING SYSTEM FOR THE HEALTH AND SAFETY FILE

1.	Index of OHS File
2.	Letter of good standing COIDA
3.	Department Of Labour Notification of Construction Work
4.	Occupational Health and Safety Policy signed by CEO, dated as well as review provision. Other policies must be signed. All policies must be communicated to worker and evidence there off on file.
5.	PC Appointment Letters and Organogram with competency and statutory registrations.
6.	Medical Assessment records: OHS pre-medical fitness for work (CR annexure 3).ID documents of all workers. Surveys: Working at heights, Ergonomics, COVID-19 screening
7.	PC Letter of approval of OHS plan and file
8.	Health and Safety Plan must include Covid-19 management plan
9.	Mandatory Agreement 37(2) between Client and the Principal Contractor
10.	Client Health and Safety Specifications and Baseline Risk Assessment + COVID-19 OHS Specifications and Baseline Risk Assessment
11.	Audit Reports (external and internal)
12.	Organogram and All Signed Legal Appointments with Evidence of Competency (CV's + Certificates) with Duties and Responsibilities with Medical Certificates of Fitness of all employees
13.	Induction Programme for employees, visitors and Sub-contractors
14.	Risk Assessments and Risk Matrix and Review Process and Evidence of Facilitation Inclusive of COVID-19
15.	Updated list of Sub-Contractors and 37(2) Agreement between Principle Contractor and Sub-Contractor
16.	PPE Procedure, PPE Matrix and Evidence of Control
17.	Principal Contractor H&S management processes (method statements or operating procedures)
18.	Safe Work Procedures and Evidence of Facilitation

19.	Emergency Procedure and Evidence of Facilitation with Detail emergency contact numbers
20.	Hazardous Chemical Management with list of MSDS (updated regularly)
21.	Fall Protection Plan (must be done by a competent person)
22.	Environmental Management system
23.	Waste Control Plan
24.	Incident and Accident Procedures and Evidence of Facilitation (Inclusive of COIDA forms (WCI.2 and WCI3), Annexure 1)
25.	Security Process and procedures with Evidence
26.	Sub-Contractor Management (include Sub-Contractor Audits)
27.	Training and Tool Box Talk Programme and Evidence of Facilitation
28.	OHS Act no 85 of 1993 and Construction Regulations 2014
29.	Safety Inspections/ Safety Registers (example: ladder checklist, Hand tools, first aid box, fire extinguishers, Incident register, Power tools register, concrete mixer register, generator, facilities checklist etc.)

BASELINE RISK ASSESSMENT PROJECT NAME: REFURBISHMENT OF NUWEKLOOF STAFF ACCOMMODATION AT BAVIAANSKLOOF WORLD HERITAGE SITE

P.P.E. & SAFETY EQUIPMENT

	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

P.P.E. & SAFETY EQUIPMENT

	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>
	<input type="checkbox"/>		<input checked="" type="checkbox"/>
	<input checked="" type="checkbox"/>		<input checked="" type="checkbox"/>

Injury Potential	Frequency of Occurrence	Environment	Health Risk Potential
0- No Injury	0- No Occurrence	0- No Effect	0-No Health Risk
1-Minor Injury(First aid)	1- Occurs very seldom	1- Minor Effect	1- Minor health Risk (fixed immediately)
2-Medical Injury requiring hospital or Dr. (no Lost time)	2- Occurs occasionally	2- Serious Effect	2- Medium health Risk (short term disability & effect)
3-Medical Injury requiring hospital or Dr. (Lost time)	3- Occurs Often	3-Very Serious Effect	3- Serious health Risk (Long term disability & effect)
4- Fatal or permanent disablement	4- Could/Has happened/Fatality	4- Catastrophic Effect	4- Major health Risk (Permanent disability & effect)

Risk Rating/ Priority Factor	
13-16	R Potentially Catastrophic/Action need immediately
9-12	H Potentially Major/Action to be taken within 24 hours
5-8	M Potentially Serious/Action to be taken within 48 hours
1-4	L Potentially Minor/Action to be taken within 7 days

ACTIVITY (Work to be performed)	POTENTIAL HAZARD (Injury/Damage/Loss)	POSSIBLE RESULT	RISK EVALUATION						RESPONSIBLE PERSON FOR MITIGATION OF RISK	
			Injury Potential	Frequency of occurrence	Health Risk	Environmental	Rating	Priority Rating		
Site Establishment										
File Approval as per OHS Requirements and Client Specification	Work commencing prior to file being available and approved.	DOL closing site								
	No valid registration on COID.	Injured person has not insurance.							No Work Commencement until approval has been signed off.	OHS AGEN
Legal Appointments and Competency	Expired Documentation(eg. Competencies, equipment load test, medicals, work permits)	Higher injury rate	4	4	4	4	16	R	Baseline Risk Assessment	
	Documentation not available or approved as per require Client Spec and OHS act.								Client Health and Safety Specification.	
	Employees appointed not in possession of required or valid competencies as per Client Spec and OHS Act.								Site Conditions evaluation.	
Required legal documentation as per OHS act	Appointment not as per legal requirements	Compromise on construction work	4	4	4	4	16	R	No Work Commencement until approval has been signed off.	Principi Contractor
	Lack of experience for appointed position.								Baseline Risk Assessment	
Required legal documentation as per OHS act	Documentation not Site Specific.	Site Safety compromise							Client Health and Safety Specification.	
	Policies and Procedure not in place and approved.		4	4	4	4	16	R	No Work Commencement until approval has been signed off.	Principi Contractor
	Employees not trained in Policies and Procedures and legal requirements.								Client Health and Safety Specification must be adhere to	
									Baseline Risk Assessment will guide contractor	

List of employees and Contractors	Number of employees on site not listed in employee lists.	Contractors not respecting each others workspace. No Health and safety Culture can lead to Disaster on Site	4	4	2	2	12	H	Enforce OHS Culture. Signed agreement by all Subcontractors.	Principi: Contractor
-	Number of contractors on site not listed on contractor list.	All contractors must have Letter of Good standing from DOL							List all Sub-Contractors and PC must have competent supervision to manage the Contractors.	
-	Employee and contractor list not being updated as required.	Closing of site by DOL	4	4	2	2	12	H	No Contractors may enter site without an approved OHS file and Signed 37.2 agreement.	Principi: Contractor
	Contractor not submitting notification to the DOL as required by legal requirement.	Delays in work/ Financial Constraint	4	4	3	3	14	R	Contractor to provide the DOL with the required Notification or permit as legislated.	
	Notification not containing the correct information as required by the DOL. Or the Permit not done by a Professional Agent	Safety and environmental issues will not be dealt with intime	4	4	3	3	14	R	Notification to contain the minimum required information and to be submitted as legislated to prevent work stoppages from DOL.	
	Notification of construction or application for Permit not submitted in the prescribed timeframe.								Permit to contain the minimum required information and to be submitted as legislated to prevent work stoppages from DOL.	OHS Agent
	Client not following requirements as stipulated in the regulations.	Environmental Impact on site and Financial Disaster	4	4	4	4	16	H	Client to follow legal requirements as stipulated in the regulations before and during the construction process.	Client
-	Designer not appointed in writing and not made aware of their duties.	High accident rate	4	4	4	4	16	H	Designers on the project to sign agreement in acknowledgement of their duties on the project.	
-	Designer not following their legal duties throughout the project.								Designers to conduct the required inspections and review the required documentation as stipulated in the regulations.	
Site preparation										
Inspecting the Site by conducting walkthrough	Uneven surfaces, Open Holes, environmental disturbance, snake or any other creatures habitat	snake bites, fall and trip	4	3	2	0	9	M	Communication of required documentation.	Principal Contracto

<p>Obtain the exact site office location from client. Check Site conditions</p>	<p>Hitting existing services Dust, Trees and Shrubs hurting employees, Stones letting employees slip or fall. Snakes</p>	<p>Financial lost, Environmental concern</p>	<p>4</p>	<p>3</p>	<p>2</p>	<p>0</p>	<p>9</p>	<p>M</p>	<p>Communication of required documentation.</p>	
<p>clearing and grubbing of vegetation with grader/ loader or excavator</p>	<p>snake bites, Foot injury. Lung disease.</p>	<p>Body injury</p>	<p>4</p>	<p>3</p>	<p>3</p>	<p>0</p>	<p>10</p>	<p>M</p>	<p>Supervision and proper PPE. Give toolbox talk on safety. Mark boundaries and mark areas with existing service. Training on proper use of PPE. Work under supervision of site supervisor, Use trained lowbed and rollback operator with drivers license and PDP. Checking if equipment is tightly tied before moving, Ensure all slings and chains are certified for correct load mass. Ensure that area to off load is stable.</p>	
<p>Loading and offloading of Office Containers; Changing facilities; ablution facilities; mobile plant and equipment</p>	<p>Hand injuries when handling chains to tie the plant/Equipment on the lowbed or rollback.</p>		<p>4</p>	<p>3</p>	<p>2</p>	<p>0</p>	<p>9</p>	<p>M</p>	<p>Proper layout of site by Construction Manager and Site Agent taking into consideration all transport plant and material movements and storage on site.</p>	
<p>Access to be a main consideration when positioning offices, stores and parking areas on site during planning stage. Possible one-way traffic to be introduced</p>	<p>Restricted access to parking and delivery areas to storage areas.</p>	<p>Damage to transport and plant</p>	<p>4</p>	<p>3</p>	<p>0</p>	<p>0</p>	<p>7</p>	<p>M</p>		
<p>Parking of vehicles and visitors</p>										
<p>Demarcated parking area for plant on site</p>	<p>Traffic colliding with the plant and equipment</p>	<p>Financial implications</p>	<p>4</p>	<p>3</p>	<p>3</p>	<p>1</p>	<p>11</p>	<p>M</p>	<p>Proper layout of site by Construction Manager and Site Agent taking into consideration all transport plant and material movements and storage on site. Parking area must be made safe with poles or hindrance for cars to move forward because of slop. Proper signage with parking areas and report to reception must be done. Cars will not be allowed to park in road or side of street.</p>	
<p>Demarcated parking area for visitors on site</p>	<p>Traffic colliding with the plant and equipment</p>	<p>Financial Implications</p>	<p>4</p>	<p>3</p>	<p>3</p>	<p>1</p>	<p>11</p>	<p>M</p>		
<p>Planting temporary road signs</p>	<p>Workers/ Visitors Run over by vehicles traveling on the road</p>	<p>Fatality, broken body parts</p>	<p>4</p>	<p>3</p>	<p>0</p>	<p>0</p>	<p>7</p>	<p>M</p>	<p>Temporary safety signs to be put in place to warn approaching traffic of the Construction work ahead. All workers to wear high visible reflective vest, overalls, etc.</p>	
										<p>Principi Contractor</p>

<p>Delivery of Concrete Works</p> <p>Induction</p>	<p>Big Heavy trucks could cause traffic hold up.</p>	<p>Car Accidents, Huge environmental hazard</p>	<p>4</p>	<p>4</p>	<p>4</p>	<p>4</p>	<p>16</p>	<p style="background-color: red; color: white; text-align: center; font-weight: bold;">R</p> <p>Communication with residence will be made when delivery is made, for all concrete trucks and heavy vehicles to site. Supervision will be on high alert during delivery times. Prior planning will be done before any delivery on site to prevent incidents and chaos.</p>	<p>Principi: Contractor</p>
<p>Induction and training</p>	<p>injuries due to employees not aware of danger in work area</p>	<p>injury disability and property damage</p>	<p>2</p>	<p>4</p>	<p>3</p>	<p>9</p>	<p style="background-color: green; color: white; text-align: center; font-weight: bold;">M</p>	<p>Inductions- Employees to be informed to all hazards, policies and Risk, SWP and Method statements in the work area as well as the recommended precautionary measures</p> <p>Site specific induction to be conducted to all employees, subcontractors and visitors</p> <p>employees to trained on all tools and equipment</p> <p>All appointment letters and competency will be on safety file as organogram of site staff</p>	<p>Principi: Contractor</p>
<p>Signs Posted</p>									
<p>Installation of safety signs and notice boards</p>	<p>uninformed employees, inadequate signage, Incorrect signage</p>	<p>injury disability and property damage</p>	<p>2</p>	<p>4</p>	<p>3</p>	<p>11</p>	<p style="background-color: orange; color: white; text-align: center; font-weight: bold;">H</p>	<p>Legal signage must be displayed to be clearly visible at all time. All required signage to be available. Signs must be clear and if working at night signs must be visible at nighttime (specific signs required)</p>	<p>Principal Contractor</p>
<p>Emergency preparedness</p>			<p>2</p>	<p>4</p>	<p>3</p>	<p>11</p>	<p style="background-color: orange; color: white; text-align: center; font-weight: bold;">H</p>	<p>Signage should be maintained and monitored daily. Supervisor must have knowledge of required signage that must be displayed at all times.</p>	
<p>Fire fighting equipment</p>	<p>Insufficient fire fighting equipment and inadequate trained employees</p>	<p>Injury to employee and visitors and property damage</p>	<p>2</p>	<p>3</p>	<p>3</p>	<p>10</p>	<p style="background-color: green; color: white; text-align: center; font-weight: bold;">M</p>	<p>Trained fire Marshalls must be appointed in writing. Fire fighting equipment must be placed in accordance to survey conducted during site establishment. All relevant equipment to be inspected and all registers to be filled in.</p>	<p>Principal Contractor</p>

First Aid	Inadequate medical assistance and untreated injuries	untreated injuries onsite could lead to loss time on site	2	3	3	2	10	M	First aider trained and first aid box clearly marked will be on site. With appropriate signage installed.	Principal Contractor
Emergency Plan and accident procedures	miss informed staff and visitors on site	Injuries or fatalities	4	4	4	4	16	R	Emergency plan and incident procedures will be discussed and facilitated to all staff and visitors. Everyone will know what procedures to follow. A site Drill will be done to make sure the staff is aware of there commitment to safety and preparedness on site	Principal Contractor
Facilities										
Toilet Facilities on site	Inadequate toilet facilities will have environmental impact and hygiene disaster on site	Diseases and unhygienic conditions	4	4	4	4	16	R	Separate toilet for construction staff, both gender must be available and clearly identified. All facilities to be kept clean and a registered must be kept on site	
Drinking water	Inadequate drinking water will have environmental impact and hygiene disaster on site	Diseases and unhygienic conditions	4	4	4	4	16	R	Facilities to be ensured from start of site establishment Clean drinking water must be available. Signage to be installed to all drinking and non-drinking water cans	
Eating areas	Poor hygiene conditions on site and this could lead to diseases	Diseases and unhygienic conditions	4	4	4	4	16	R	Adequate, clean and shaded eating area to be ensured. With running water and soap to wash their hands	
Waste	Poor hygiene conditions on site and this could lead to diseases and bad housekeeping could lead to incidents	Diseases and unhygienic conditions	4	4	4	4	16	R	Separate waste bins for different waste categories to be available and identified. Waste disposal plan and schedule must be maintained. Skips must have lids. Proper supervision and waste control plan	Principal Contractor
Environmental Control										
Environmental risk	Environmental Impact on site	Environmental Impact on site	0	2	2	4	8	L	Ensure all waste areas controlling hazardous waste is kept clear. Ensure Construction area are well demarcated and screened off.	Principal Contractor
			0	2	2	4	8	L	Ensure all spills are reported immediately. Ensure drip trays are used when the risk to spillage is high	
			0	2	2	4	8	L	Ensure the waste storage area has sufficient capacity. Ensure that all loose materials are covered and tied down to prevent wind picking the loose items out of the storage area or facility	

WORKING AT HEIGHTS: Ladders

Use of ladders	Incorrect use of ladders.	Fatality, broken body parts	4	4	4	0	12	H	Ensure anchorage point is of sufficient strength, to prevent an employee from falling.	Principal Contractor
	Ladder not supported at the top and bottom.	Fatality, broken body parts	4	4	4	0	12	H	Ladder to be supported at the top and bottom ends, to ensure stability during performing of task.	
	No anti-skid devices fitted at the bottom.	Fatality, broken body parts	4	4	4	0	12	H	Anti-skid devices to be fitted at the bottom of ladder, numbered and on register.	
Use of scaffolding	Use of Ladder longer than 4 meters	Fatality, broken body parts	4	4	4	0	12	H	Where reasonably practical, employees to wear safety harnesses when working from ladder. Lanyards to be secured to an anchorage point other than the ladder.	Principal Contractor
	Climbing of high ladder higher than 4 meters	Fatality, broken body parts	4	4	4	0	12	H	Always connect lanyard to suitable anchorage point above you.	
	Employees working from unsafe scaffold.		4	4	4	0	12	H	Competent appointed scaffold erector.	
Use of scaffolding	Erecting Scaffolding	Unsafe, collapse equipment Hurting of employees, zero protection, head injury , fatality	4	4	4	0	12	H	Ensure stable ground area for erection of scaffolding. Scaffold to be tagged when safe for use or not. Scaffold tag to show maximum load ability, scaffolding to be inspected on a daily basis by a competent person	Principal Contractor
	Use of damaged safety harnesses.	Fatality, broken body parts	4	4	4	0	12	H	Always check PPE daily and get adequate PPE for task	
	Employees working at different heights without using safety harnesses.	Fatality, broken body parts	4	4	4	0	12	H	Base area of scaffold building or dismantling, to be barricaded.	
	Lanyards not hooked onto anchorage point of sufficient strength.	Fatality, broken body parts	4	4	4	0	12	H	Life lines to be fitted onto steel beams, to allow for safer movement or a scaffolding is to be erected to accommodate employees working on structural steel beams. Employees to 'straddle walk' beams, no walking on beams will be tolerated.	
	Climbing with tools and equipment, Housekeeping	Slip and fall, fatality, broken body parts	4	4	4	0	12	H	Ensure working surfaces for example scaffold is kept clear of any obstructions, which could lead to someone tripping and falling.	

	Climbing and working on scaffolding	Slip and fall, fatality, broken body parts	4	4	4	0	12	H	<p>Nobody is permitted to walk on cable racks, scaffold to be used for this purpose.</p> <p>Openings to be barricaded by means of scaffolding handrails or similar and covered.</p> <p>Employees to follow correct changeover procedure, one lanyard to be secured at any given time.</p> <p>Ensure firm handgrip whilst climbing.</p> <p>No working on wet surfaces will be permitted. This includes scaffold and structural steel beams.</p> <p>Working surfaces to be kept clean and free from excess tools and equipment, which can cause to be tripping hazards.</p> <p>Working at heights will be restricted during inclement weather conditions.</p> <p>When working at night, ensure that sufficient lighting is provided for employees who will be working from heights.</p> <p>Always be aware of others working below you, who might be affected by your actions for example dropping of tools and equipment.</p> <p>When lifting material, employees positioned on the walkway above, must be hooked up onto existing handrail, whenever part of it is to be removed, to allow safe access for material.</p> <p>Bottom areas of where lifting is to take place, to be barricaded appropriately.</p>
ROOF WORK Man working on roof	Man could fall off roof	Man seriously injured, fatal	4	4	4	0	12	H	<p>A fall protection plan with fall arrest plan will be done and approved by the OHS agent before Roof Work Starts. All Fall arrest equipment will be approved by OHS agent before the roof work starts.</p>
	Tools or items could fall off roof, etc	No or damaged item or tool	4	4	4	0	12	H	<p>All Tools must be secured and all PPE must be approved before roof work starts</p>
									Principal Contractor

Trans port Equipment and Employees to site	Defective trucks & trucks can cause accidents resulting	fatalities, serious injuries and damage to plant, equipment	4	1	4	3	12	H	All drivers must have licence and PDP. Truck must be equipped with sitting area and not have tools with employees.	Principal Contractor
Off loading equipment and material on site by hand	Equipment and material	Injuries to the hands, arms, feet, back and legs	3	3	3	2	11	H	Supervisor to ensure that the equipment and material is not to big and to heavy to pick up and off load by hand. Ensure proper PPE	
Install Partitions at ground as well as elevated levels	Fall of equipment or partition boards. Workers may fall from heights	Fatality or persons. Serious head or foot injuries	4	3	4	0	11	H	Proper supervision with inspections done on all slings and lifting equipment. Competent persons doing installation of ceiling and erection of scaffolding and working on ladders will follow strict SWP	
Roof Trusses			3	3	2	1	9	M		
Working at elevated position	Person trip and fall. Falling from heights	fatality, bodily harm	4	3	4	2	13	R	Persons must be competent and fully medical assess for working at heights	Principal Contractor
	Harness or fall arrest equipment failure	fatality, bodily harm	4	3	4	2	13	R	Fall prevention and fall arrest equipment must be attached to a secure structure and where this is not possible, a secure lifeline is to be installed	
	Slip, fall and visibility not good	fatality	4	3	4	2	13	R	Fall prevention and fall arrest equipment will be visually inspected before use and the findings recorded on a register	
Wearing fall arrest equipment like harness	Fall arrest equipment not fastened correctly or not hooked on to life line correctly as well as care and use of equipment	fatality and Drown	4	3	4	2	13	R	Employees will not be allowed to work at elevated heights during inclement weather conditions	
Working with tools at elevated position with people at the bottom	Tools could fall on someone or something and could injure or have a great financial lost	fatality and Drown	4	3	4	3	14	R	Training on all fall arrest equipment on how to use it and take care of the equipment	
Working at heights	Falling down	Injury or financial damage Fractures, bruises, cuts, fatal injury	3	3	4	3	13	R	Always assess and scan working area communicate on what work will be done that day and make sure safe working procedures are in place for working with tools	
			4	3	4	3	14	R	Safety belts, life lines required	

Lift roof trusses to top of building	Trusses could fall, injure persons below or push employee over the roof	Damage to trusses, fractures or bruises or fatal injuries	4	3	4	3	14	R	Securely fasten trusses to prevent falling. Use proper sling or rope	Principal Contractor
Erect trusses	If not secured properly, trusses could fall; tools falling down	Damage to trusses, fractures or bruises or fatal injuries	3	3	4	3	13	R	Securely brace trusses- prevent falling. Erect one truss at a time. Tie tools (spanners) to a rope	
Line up trusses	Correct levels; sagging of roof or ceiling	Poor quality	3	3	3	3	12	H	Engineering and architecture drawings must be followed and QMS must signed to ensure QMS of levels of Trusses.	
Position and fix purlins for sheeting	Correct levels alignment	Poor quality of work	3	3	3	3	12	H		
Roof Sheeting Installation										
Arrival on site	Parking of Public roads, weather conditions, breach of site safety	Bump by vehicles, slip.	2	3	2	0	7	L	Do not park on busy road, concentrate on safely accessing the site. Use proper PPE. Liaise with site office, Plant task, be aware of weather forecast.	
Setting up of Roof Sheets for installation	Injury from unloading and setting up of metal sheets	Lacerations, Bruising, Legs getting cut, fall and slip	3	3	2	0	8	L	Establish clear zone, Identify trip hazards, do daily task inspection checklist with workers.	
	Faulty incomplete frame	Wet might fall	3	3	2	0	8	L	Do not commence work if frame is faulty or unbraced	
	Muscle injury	sprains and strains of muscle	2	3	2	0	7	L	stretching up exercises are recommended upon arrival to site. Use lifting techniques.	
	Power lines	electrical shock to body	4	4	4	0	12	H	check and identify all power lines get authority to work close to power line	
	Tools fall	head injuries, foot injuries	3	2	2	0	7	L	tool bag or holder must be proper strapped onto body or safety line	
Lifting of Sheeting	Falls	injury to body parts	4	3	3	0	10	M	do DTI with staff, use only competent staff, frequently clean sole of footwear, do good housekeeping. Scaffolding must be done by qualified person. Use gutter guard to secure ladder. Be aware of weather conditions. Beware of cut edges, do not place off cuts close to thoroughfares. See working at heights and risk assessment and train staff.	
	Fall from scaffolding	injury to body parts	4	4	3	0	11	H	Make sure all staff have harness	
	Cutting hand of finger with grinder	hand injuries	4	4	3	0	11	H	Trained staff to use grinder with proper PPE and measure and cut sheets before lifting sheets on to roof	

	Housekeeping of off cuts	hand injuries	2	2	1	0	5	L	Handle off cuts with care, wear gloves as required and place materials in bins. Ensure all off cuts and rubbish are dispose of according to waste plan. Remove all signage. Leave site in safe condition.	
Usage of Handtools										
Collecting tools from the store.	Tools in poor condition.	Possible injury.	2	3	1	3	9	H	Tools well maintained and checked by a competent person.	Principal Contractor
Checking of collected tools.	Taking away tools which have the potential to cause injury.	Possible injury.	2	3	1	3	9	H	Trained competent persons using the tools must be able to identify when something is not right.	
Ensure tools are in good order before using them.	Not being able to do the job properly and taking chances.	Substandard work and possible damage to plant and equipment.							Substandard tools cause substandard work. Use the correct tools in good condition. The issue of PPE hard hats, safety shoes, safety glasses, leather gloves, (dust mask), overall. Workers trained on the correct use of issued PPE.	
Understand your instructions.	Working in the wrong area.	Possible damage to plant and equipment and maybe other services could be damaged.	2	3	1	3	9	H	Ensure that instructions are clear and well understood.	
Painting										
Paint and thinners are always to be drawn from stores in quantities sufficient for use during one-day painting only	spillage of Paint on body or environment,	Injury to body, burns	3	3	4	3	13	R	Storeman to be instructed only to issue quantities that are sufficient for painting operation of one day only	Principal Contractor
	Allowing access to other employees of dangerous substances. Possible ignition by flame or smoking	Blindness caused of chemical Employee injury	3	3	4	3	13	R	Procedure to be explained to all employees working in the paint section	
Leftover paint and thinners to be returned to the store after the day's shift together with empty containers	Incorrect handling	Damage to property in the event of explosion or fire	2	3	4	3	12	H	Employees must be trained in the use of material data sheets	
	Contact with other materials that not compatible Painters exposure to materials Lack of knowledge of first aid/medical treatment	Injury to hands, eyes, lungs Damage to property bodily harm, skin disease, eye contact	2	3	4	3	12	H	Employees must be trained in the use of material data sheets	
Material safety data sheets to be available for paint and thinners used in case of an emergency, Indicates the conditions required in storing the materials			2	3	3	3	11	H	Trained level 2 first aiders on site	
			3	3	3	3	12	H	Proper PPE (mask) will be worn by all painters	

Check if sufficient ventilation is taking place in work area and be aware of it at all times while painting	Without sufficient ventilation a build-up of combustible substance may occur and cause an explosion	Injury burns to body	3	3	3	3	3	3	12	H	Ventilation of the utmost importance and should be brought to attention of all painters. Supervisor to monitor on a daily basis	
		Possible fatality	3	3	3	3	3	3	12	H		
		Damage to property	3	3	3	3	3	3	12	H		
		Loss in production	3	3	3	3	3	3	12	H		
Always replace the lids on the paint or thinner tins after use	Increase of vapour in area Spillage of paint or thinners	Explosion – fire	3	3	3	3	3	3	12	H	Employees to be inducted to close all containers after use. Do good housekeeping and wear proper PPE. Make sure all SWP regarding the painting team are facilitated to all employees.	
		Loss of material	3	3	3	3	3	3	12	H		
		Polluting the environment										
		Damage to material	3	3	3	3	3	3	12	H		
Ensure that the overspread will not contaminate anything or other employees	Unauthorised people in the working area	Injury to eyes, lungs	3	3	3	3	3	3	12	H	Employees to be inducted to close all containers after use. Do good housekeeping and wear proper PPE. Make sure all SWP regarding the painting team are facilitated to all employees.	
		Polluting the environment										
		Gravity of injury increases	3	3	3	3	3	3	12	H		
		Property damage increases										
Check if fire extinguishers are at hand and in working order	Absence of fire extinguishers	Explosion injury	3	3	3	3	3	3	12	H	The correct type of fire extinguisher for the products used is to be close to work area. Fire Marshal must be trained to work or have knowledge of fire extinguishers. Train the painters as well. Discuss SWP. Registers must be done for fire extinguisher.	
		Possible fatality	3	3	3	3	3	3	12	H		
		Damage to property	3	3	3	3	3	3	12	H		
		Explosion causing injury										
Ensure that lights used are flame proof and positioned as far as is practical from the painting operation	Light fittings that are not flame proof may cause a spark or vapours may penetrate the fitting and cause a short which will in turn cause an explosion	Possible fatality	3	3	3	3	3	3	12	H	Only flameproof light fittings to be used by paint section. All lights will be switched off inside building while painting. Ventilation while working with paint will be high priority risk mitigator	
		Damage to property	3	3	3	3	3	3	12	H		
		Explosion causing injury										
		Possible fatalities	3	3	3	3	3	3	12	H		
Welding-grinding should never be permitted close to where painting is being done	Flame and sparks might ignite the vapours caused by paint and thinners	Damage to property	3	3	3	3	3	3	12	H	SWP will be facilitated to all workers. Signs will be posted to make sure no welding or high flammable and high risk task will be done while painting is in process. No smoking signs must be posted and strict controls by supervision	
		Explosion causing injury										
		Possible fatalities	3	3	3	3	3	3	12	H		
		Damage to property	3	3	3	3	3	3	12	H		
First aid box is to have large burn shield available in stock	Incorrect treatment of burns	Could change results of incident from injury to fatal	3	3	3	3	3	3	12	H	First aid box to be readily at hand and not too far from painting workplace. Level 2 first aider must work in area close to painters at all times	

Tiling											
Induct personnel into task / site	People unaware of task & hazards. Personal injury / equip. damage	Personal injury, muscle and finger injuries	3	2	3	3	3	11	H	All persons to be OHS industry inducted / site inducted. Consulted / toolbox talk on SWMS. Ensure work area clearly identified	Principal Contractor
Unloading equipment	Equipment falling from vehicle. Manual handling injuries. Being struck by equipment. Crush hands, cuts. Slips, trips & falls	Crush hands and fingers cuts, Slips trips and falls	3	2	3	3	3	11	H	Training employees in manual handling. Use two-person lift when required. Use a trolley or pallet jack to move tiles, adhesive and tools to work area. Use PPE such as riggers gloves. Team lifting where required. Unload equipment on clear, level area	
Setting Up	Crush hands, cuts. Slips, trips & falls.		3	2	3	3	3	11	H	Use riggers gloves when moving sharp objects.	
Mixing adhesive	Electrocution.	Lung, skin and eye irritation from exposure to silica dust.	3	2	3	3	3	11	H	Ensure mixing drill has current test tag. Ensure RCD protection at the power source. All leads to have current test tags and to be elevated using insulated stands. Open containers of adhesive in a well-ventilated area. Wear dust mask and safety glasses	
Cutting tiles	Electrocution.	Lung, skin and eye irritation from exposure to silica dust.	3	2	3	3	3	11	H	Ensure cutting equipment has current test tag. Ensure RCD protection at the power source. All leads to have current test tags and to be elevated using insulated stands.	
	Lung, skin and eye irritation from exposure to silica dust.	Lung, skin and eye irritation from exposure to silica dust.	3	2	3	3	3	11	H	Use wet-cutting where possible. Ensure enough water/coolant is supplied to the work area to suppress dust. Ensure P2 respirators are provided where there is still a likelihood of exposure.	
	Cuts & other injuries from blade / cutting wheel	Lung, skin and eye irritation from exposure to silica dust.	3	2	3	3	3	11	H	Check for smooth sliding operation of cutter. Ensure the cutting blade is not loose. Ensure that the tile is properly supported and won't slide or move. Ensure the cut-off will fall safely or will be supported. Check floor is clear of obstructions and debris. Remove any off cuts at the end of the working day. Operator position must be comfortable, no reaching or working off balance. Keep hands/fingers well clear of cutting blade.	

Hand Tools	Loss of materials, tripping over materials using incorrect tools	Injuries	3	3	2	3	11	H	PPE to be worn all times. Hand tools procedures to be. Developed SWP and implement it on site.	Principal Contractor
Electricity Connection	Electrocution.	Shock, Fatality	4	4	2	3	13	H	Always switch off electricity. Only competent person can install geyser. Implement SWP on Geyser.	Principal Contractor
Manual Handling	Handling heavy objects, geyser	Back Pain and muscle injury	3	2	2	3	10	M	Observe proper lifting techniques follow ergonomics procedures	Principal Contractor
Hot Water	Contact of Hot water	Burns on all parts of body. Damage to plant and property.	4	4	4	3	15	R	Maintenance of geyser must have full method statement with SWP	Principal Contractor
Brazing of copper pipe	Burn with flame	Hand or body burns	4	4	4	4	16	R	Fully competent person must only do brazing. Proper PPE to be worn.	Principal Contractor
Electrical Works	Burn space to small to work oin	Body injury	4	4	4	4	16	R	See SWP for working in small spaces with brazing	Principal Contractor
The legend of DB board to be kepts up to date	Electrocution and fire to people. Damage to property	Fatality injury to body parts	4	3	3	2	12	R	Small spaces is very complicated and good planning must be done with SWP before attempting to do work	Principal Contractor
The earth of electricity are governed by switches which are fully functional	Faulty switches could cause electrocution and fire	Injury to people and damage to property	4	3	3	2	12	R	Supervisor to control visual check and fill in checklist and do risk assessment before working on DB Box	Principal Contractor
Cables installations should be in good condition, no exposed wires and damage cables and plugs. Check all wires that rodents not eat it	Electrocution and fire to people. Damage to property	Injury to people and damage to property	4	3	3	3	13	R	Qualified electrician to do connections and checklist	Principal Contractor
Wiring to be near connections to be twisted or lugged as per good wiring practices standards	Bad wiring may cause wires to touch or getting loose	Fires or injury of employees and damage to property	4	4	4	3	15	R	Qualified electrician to do connections and checklist. No faulty equipment. Do visual check. Toolbox talks before every job	Principal Contractor
Make sure all DB boxes are switched off doing connections to houses from poles	Electrocution and fire to people. Damage to property	Injury to people and damage to property	4	3	3	2	12	R	Make sure you read the electrical transformer manufacturer instruction provided to do detailed torque requirements. Do faulty equipment check. Do visual check. Toolbox talks before every job	Principal Contractor
Installation of temporary electrical supply	Electrocution	Injury to body parts	4	4	4	3	15	R	Communication with all involve especially community to be carefully and stay clear	Principal Contractor
									Permit to work system of other suitable means of control to be used when work on live systems is foreseen. Operations will only be permitted to work alone on live system	Principal Contractor

Fire due to construction work	Employees of PC and Subcontractors as well as police staff members and visitors in danger	Bodily harm/ emotional distress	3	4	3	4	3	4	14	R	Emergency procedures must include fire rescue and natural disaster. Competent manager with fire rescue training. Drills must be implemented as soon as site starts	Principal Contractor
Fire due to natural disaster		Financial disaster/ property damage	3	4	3	4	3	4	14	R		
Working in extreme Temperature												
extreme summer/Wind/ cold/ rain/	Employee in danger of extreme heat/cold	Bodily harm/ emotional distress	3	4	3	4	3	4	14	R	Policy and SWP must be done regarding all extreme weather conditions.	Principal Contractor
Drinking water	Working at height with extreme weather conditions.	Bodily harm/ emotional distress	3	4	3	4	3	4	14	R	Fall protection plan must include weather conditions and fall arrest plan.	
Draught Area must have water tankers and water cans	Disease/ virus from contaminated water	Sick, fatality of bacteria	3	4	3	4	3	4	14	R	Policy and SWP regarding drinking water on site. How will water be filtered or treated. Chemical procedures for treatment of water. All procedures will be monitored daily and test will be done to ensure water quality is correct for drinking purpose	Principal Contractor
Treatment of Water Tankers												
Asbestos Removal	inhale of fibres of asbestos	Disease/ Long infection	4	4	4	4	4	4	16	R	Approved Qualified and competent Asbestos Removal company will be appointed. Company must be approved by OHS Agent before work commence.	Principal Contractor
Removal of Roof Tiles and Gutters												

Contractor
 Witness 1
 Witness 2
 Employer
 Witness 1
 Witness 2

C3.58

C4 **SITE INFORMATION**

C4.1 **GEOTECHNICAL INFORMATION OF SITE**

The quantities for material presented in the Provisional Bills of Quantities are estimated values and will be subject to final/actual measurements.