



**BID NO: 21FY/23**

**UPGRADES AND ALTERATIONS TO THE  
ADMINISTRATION BLOCK AND WATER RETICULATION  
SYSTEM AT MKHAMBATHI NATURE RESERVE**

**Closing Date & Time** : 14 FEBRUARY 2023 @ 11:00 am

**A Tender for Category** : 4GB (Only) CIDB Registered Contractors

**Compulsory Briefing** : 27 JANUARY 2023, Mkhambathi Nature Reserve @ 12:00 noon

**GPS Co-ordinates** : Latitude -31.276°S Longitude 29.984°E

**Name of Tenderer** : \_\_\_\_\_

**Total Bid Price** : \_\_\_\_\_

**CSD Number** : \_\_\_\_\_

**CIDB CRS Number** : \_\_\_\_\_

# EASTERN CAPE PARKS & TOURISM AGENCY

BID NO: 21/FY/23

## UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE

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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: 21/FY/23

## UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE

### TENDER SUMMARY PAGE

NAME OF TENDERER

.....

**DETAILS OF CONTACT PERSON:**

NAME

.....

TELEPHONE NUMBER

.....

FAX NUMBER

.....

E-MAIL ADDRESS

.....

ADDRESS OF TENDERER

.....

.....

.....

.....

VAT REGISTRATION NO.

.....

PREFERENCE POINTS CLAIMED

..... (Max. 20 points)

CONSTRUCTION PERIOD OFFERED\*

..... (Max. 6 MONTHS)

\*(Measured from date of official Site Hand Over)

.....

DATE OF TENDER

.....

TENDERER 'S SIGNATURE

.....

(Person authorized to sign the TENDER)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# EASTERN CAPE PARKS & TOURISM AGENCY

BID NO: 21/FY/23

**UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND  
WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE**

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## 1: TENDER

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Contractor

Witness 1

Witness 2

Employer

T1

Witness 1

Witness 2

# EASTERN CAPE PARKS & TOURISM AGENCY

BID NO: 21/FY/23

## UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE

### PART T1: TENDERING PROCEDURES

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.0

# PART T1: TENDERING PROCEDURES

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T1.2	<b>TENDER DATA</b> .....	T1.2.1
T1.3	<b>STANDARD CONDITIONS OF TENDER</b> ..... (Index contained in Part T1.3)A	T1.3.1

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Contractor

Witness 1

Witness 2

Employer

T1.i

Witness 1

Witness 2



# T1.1 TENDER NOTICE AND INVITATION TO TENDER

CONTRACT NO: 21/FY/23

**UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE.**

**Only tenderers with a CIDB contractor grading designation of 4GB will be allowed to tender for this contract. Contractors with grading designation lower or higher than 4GB will not be considered.**

Tenderers will be evaluated on four stages. In Stage 1 bids will be evaluated on compliance with bid requirements, Stage 2 Local Content, Stage 3 (Price and B-BBEE) utilizing **80/20** Preference Point System. In Stage 4 bids will be assessed for risk.

The Tender documents will only be obtainable as from the 13 January 2023 and should be downloaded from the following websites: [www.visiteasterncape.co.za/procurement/tenders](http://www.visiteasterncape.co.za/procurement/tenders); or [www.ectreasury.gov.za](http://www.ectreasury.gov.za);

A **COMPULSORY TENDER CLARIFICATION MEETING** will be held on the 27<sup>th</sup> of January 2023 @ 12h00 noon at MKHAMBATHI Nature Reserve- GPS Co-ordinates Latitude -31.276°S Longitude 29.984°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 entity.

The closing date and time for receipt of bids is **14 February 2023 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](mailto: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](mailto:Mcebisi.Sandi@ecpta.co.za)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.1

## 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](http://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:

<b><u>THE TENDER</u></b>		
<b>Part T1</b>	:	<b>Tender Procedures</b>
T1.1	:	Tender Notice and Invitation to Tender
T1.2	:	Tender Data
Appendix	:	Standard Conditions to Tender
<b>Part T2</b>		<b>Returnable Documents</b>
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
T2.4		Other Documentation, Forms and Schedules required for Tender Evaluation Purposes

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Employer

Witness 1

Witness 2

T1.2.2

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

The Tender Document and the drawings shall be obtained from the Employer or his authorised 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) **“JBCC Principal Building Agreement (Edition 6.2 of May 2018)”**  
issued by the Joint Building Contracts Committee Inc. (including amendments).
- (b) **“Standardized Specifications for Civil Engineering Construction”**  
**SANS 1200.**
- (c) **“Code of Practice for the application of the National Building Regulations”**  
**SABS 0400-1990**
- (d) **The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993,**  
**and the Construction Regulations 2003 (Government Gazette**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T1.2.3

**No 25207 of 18 July 2003, Notice No R1010).**

- (e) 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 they 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

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 : Mr IK Shone  
Address : No. 2 Merriman St  
Unit 8 CK Business Center  
Mbuque  
Mthatha, 5100  
Contact Number : 073 011 2875

**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.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

- (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:

(a) 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 4 GB 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

### **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:

**Site Inspection and Clarification Meeting - Location/venue:** MKHAMBATHI Nature Reserve, GPS

Co-ordinates Latitude -31.276°S Longitude 29.984°E.

Date: 27 January 2023

Starting time: 12:00 noon

### **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:

### **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.

Contractor

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Employer

Witness 1

Witness 2

**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.

**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. Copy of the full Central Supplier Database (CSD) Report for the month of February 2023
2. A Valid Copy of VAT Registration Certificate (if VAT number is not quoted in the Tax Clearance Certificate).
3. Proof of Contractor Registration with the CIDB (CRS number to be provided).
4. A Valid Copy of the Tenderer's Workmen's Compensation Certificate, Act 4 of 2002.
5. A Valid Copy of the Tenderer's Unemployment Insurance Certificate, Act 4 of 2002.
6. 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

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Employer

Witness 1

Witness 2

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."

### 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 four stages, namely:

- Stage 1: Compliance with bid requirements
- Stage 2: Local Content Declaration for designated items
- Stage 3: Financial Offer and Preference Evaluation
- Stage 4: Risk Assessment

#### **Stage 1: Compliance**

Bidders must comply with the set of compliance requirements listed below. The compliance requirements stated below are project specific and disparate from the pre-qualification requirements enshrined in the Preferential Procurement Policy Regulations of 2017.

- (i) **Compulsory Briefing:** Bidders must attend the compulsory briefing meeting on site.
- (ii) **CIDB:** Proof of CIDB contractor grading designation equal to **4GB Only**. Contractors with designation higher or lower than 4GB will not be considered.
- (iii) **Company Experience:** Bidders **MUST** provide evidence of completion of at least two (2) General Building projects (GB). Proof will be accepted in the form of **Practical Completion certificates** and or **completion certificate**. Only projects with a rand value of **R1.350.000.00** and above each project 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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Quality Plan and approach
- Occupational Health and Safety Plan for the project
- Environmental Management Plan for the project
- Cash-flow projections
- Project organogram

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

- a. 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.
- b. The Methodology submitted must demonstrate the approach to be used in carrying out construction activities and must be inclusive of the methodology for asbestos removal and disposal.
- c. 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.).

**(v) Team Capability:**

Bidders must submit:

- a) CV's and submit copies of qualifications (where applicable) for the team members listed below, or
- b) Complete schedule **T2.3.2** in detail and submit copies of qualifications (where applicable) for the team members listed below.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**Failure to provide CV's and certificates or failure to complete schedule T2.3.2 with copies of certificates will lead to immediate rejection of the bid**

Resources	Qualifications	No of years' Experience
Site Agent	National Diploma or higher in Civil/Building	5 or Higher
Electrician	Trade test/ Wireman's License with Department of labour	5 or Higher
Plumber	Trade test with Department of labour	5 or higher
Foreman	N/A	5 or Higher
Occupational Health and Safety Officer	SACPCMP registration, NOSA Certification or any other relevant qualification on OHS	1 or Higher
Environmental Control Representative/ Officer	Relevant Certification/Qualification	1 or higher

Based on the nature of works, it is the responsibility of the Bidder to identify any other critical professional/ specialists required for the completion of the project. Such professionals must be linked to the scope of work and proposed methodology and organogram submitted and be accounted for in the activity and pricing schedule. ECPTA will not be responsible for payment of fees for any additional professionals/ specialists not costed & listed in the pricing schedule. For all additional professionals/specialists identified, the bidder must submit CVs of the resources, copies of qualifications where applicable. All professionals/specialists proposed must have a minimum of 3 years' experience.

**(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:

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

**NB: Bidders must comply with all the above requirements and evidence required. 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: Local Production and Content Declaration for designated items

Only locally produced or locally manufactured products and components for construction will be considered based on the prescribed threshold for each component as listed on SBD 6.2 and Annexure C. Bidders must complete and submit SBD 6.2 and all its associated Annexures in order to be considered. Failure to complete the SBD 6.2 and or its Annexures or failure to obtain the minimum threshold for local content will result in immediate rejection of the bid.

Description of services, works or goods	Stipulated minimum threshold
Doors and Window Frames	100%
Roof sheets	100%
Reinforcing- steel mesh	100%
Gate Valves -steel pipes	100%
Low Voltage- steel conduits	100%
PVC pipes and fittings	100%
Type G03 steel gate & frame 900 x 2100mm	100%
Cement	100%
Electrical cables	90%
Nails, Bolts and Nuts	100%
Steel components	100%
Wire products	100%
Prepaid electricity meters	70%
Post Paid electricity meters	70%
Smart Meters	50%

## Stage 3: Price and B-BBEE

CRITERIA FOR FUNCTIONALITY	POINTS
Price	80
B-BBEE Status	20
Total	100

**NB: Certified copy or original B-BBEE Status Level Verification Certificate/ Affidavit must be submitted to substantiate B-BBEE Status claimed. When such certificate is not provided as proof the company will automatically score zero.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Stage 4: 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

### **BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

- i) The ECPTA reserves the right to negotiate market related rates with any bidder that has a potential of being awarded the bid.
- ii) The Eastern Cape Parks & Tourism Agency Supply Chain Management Policy will apply.
- iii) Bidders must be registered with the National Treasury Central Supplier Database (CSD) and submit a full CSD report for the month of February 2023.
- iv) Eastern Cape Parks & Tourism Agency does not bind itself to accept the highest bid or any other bid and reserves the right to accept the whole or part of the bid.
- v) Bids which are late, incomplete, unsigned, or submitted by facsimile or electronically, will not be accepted.
- vi) Bids submitted are to hold good for a period of **150 days**
- vii) An edition 6.2 JBCC agreement shall be signed with the successful service provider.
- viii) ECPTA reserves the right to terminate the contract if not satisfied with the work produced by the service provider. Only bidders that have met the requirements of the proposal / specification shall be considered during the adjudication process.
- ix) Companies that bid as joint venture must submit an official signed business agreement by both parties. If the service provider does not meet this requirement, it will be automatically disqualified.
- x) The ECPTA Bid Committee and the Supply Chain Management Unit may, before a bid is adjudicated or at any time during the bidding process, oblige a bidder to substantiate any claims it may have made in its bid documents.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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.

**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.

**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

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Contractor

Witness 1

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Employer

Witness 1

Witness 2

- 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
- (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.**

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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

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Contractor

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Employer

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- (c) be made between offers on a comparative basis
- (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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



be advised when they are to submit their best and final offer.

**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.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.2

### **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.

### **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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### **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.

**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

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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

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.

**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**

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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.

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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.

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Contractor

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**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 item

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{(P - P_m)}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{(P - P_m)}{P_m})$	$A = P_m / P$
<sup>a</sup> $P_m$ 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.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**EASTERN CAPE PARKS & TOURISM AGENCY**

**CONTRACT NO.: 21/FY/23**

**UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND  
WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE**

**PART T2: RETURNABLE DOCUMENTS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## 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
		<b>All pages requiring signatures signed by the Tenderer (Authorized Person)</b>	
1		<b>Correct Tender Offer Amount on BOQ's carried forward to Tender Summary (Page iv) and Form of Offer (Page</b>	
<b>T2.3</b>	<b>T2.1</b>	<b>Forms, Certificates and Schedules required for evaluation of Tender responsiveness</b>	
<b>T2.4</b>	<b>T2.1.1</b>	Compulsory Tender Briefing / Site Inspection Certificate	
<b>T2.5- T2.7</b>	<b>T2.1.2</b>	Certificate of Authority for Signatory	
<b>T2.8</b>	<b>T2.1.3</b>	Registration Certificates / Agreements / Identity Documents	
<b>T2.9- T2.17</b>	<b>T2.1.4</b>	Joint Venture / Consortium Disclosure Form	
<b>T2.18</b>	<b>T2.1.5</b>	CSD Report/ Compliance PIN	
<b>T2.19</b>	<b>T2.1.6</b>	Proof of Registration with CIDB	
<b>T2.20</b>	<b>T2.1.7</b>	Proof of Workmen's Compensation Registration	
<b>T2.1.21- T2.1.22</b>	<b>T2.1.8</b>	Bidder's/Tender's Reference Evaluation Form 1	
<b>T2.1.23- T2.1.24</b>	<b>T2.1.9</b>	Bidder's/Tender's Reference Evaluation Form 2	
<b>T2.1.27</b>	<b>T2.1.10</b>	Tenderer's Team Capability	
<b>T2.21</b>	<b>T2.2</b>	<b>Other Forms, Certificates and Schedules that will be incorporated into the contract</b>	
<b>T2.22</b>	<b>T2.2.1</b>	Record of Addenda to Tender Documents	
<b>T2.23</b>	<b>T2.2.2</b>	Local Employment Generation	
<b>T2.24</b>	<b>T2.2.3</b>	Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)	
<b>T2.25- T2.26</b>	<b>T2.2.4</b>	Form Concerning Fulfilment of the Construction Regulations, 2003	
<b>T2.27</b>	<b>T2.2.5</b>	Form of Required Information	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>T2.28- T2.31</b>	<b>T2.2.6</b>	Bidders Disclosure (SBD 4)	
<b>T2.32- T2.33</b>	<b>T2.2.7</b>	Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2017 (SBD 6.1)	
<b>T2.33- T2.36</b>	<b>T2.2.8</b>	Local Content Declaration (SBD 6.2)	

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.xv

Page	Ref	Description	Completed/ Included/ Read
T2.37	T2.3	<b>Documentation, Forms and Schedules required for tender evaluation purposes</b>	
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	<b>Other Documentation, Forms and Schedules required for Tender evaluation purposes</b>	
T2.61	T2.4.1	Form of Intent to provide a Performance Guarantee	
T2.62	T2.4.2	Broad-based Black Economic Empowerment Status Level Certificate / Sworn Affidavit	
T1.2.6	F.3.11	<b>Compliance requirements</b>	
		<ul style="list-style-type: none"> <li>• Proof of CIDB contractor grading designation equal to 4GB <b>Only</b></li> <li>• Evidence of execution or completion of at least two (2) General Building projects (GB)</li> <li>• Methodology</li> <li>• Team Capability</li> <li>• Plant and Equipment</li> </ul>	
C1.18	C1.2.2	<b>Part 2 : Data Provided by the Contractor (Contract Specific Data)</b>	
C2.5	C2.2	<b>Pricing Data (Provisional Bills of Quantities)</b>	
BOQ's	C2.2	Sign and date Final Summary	
BOQ's	C2.2	Completed in <b>BLACK INK</b> 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:

<b>TABLE OF CONTENTS</b>		<b>Page</b>
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	T2.36-T2.51
T2.4	Other documentation, forms and schedules required for Tender evaluation purposes	T2.52-T2.59

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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



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

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	<b>Page No.</b>
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 Central Supplier Database	T2.17
T2.1.6 Proof of Registration with CIDB	T2.18
T2.1.7 Proof of Workmen's Compensation Registration	T2.19

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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. 21/FY/23** 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 authorise Mr/Ms ..... acting in the capacity of ..... to sign all documents in connection with the tender for **Tender No.21 / FY / 23** 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.21/FY/23** 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.21/FY/23** 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 .....

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Contractor

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Witness 1

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Witness 2

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Employer

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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

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Witness 1

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.....

Witness 2

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

Employer

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.....  
.....

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,

---



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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 collateralising 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 authorized 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 authorized representatives of the Employer.

Signature .....

Duly authorized to sign on behalf of.....

Name .....

Address .....

Telephone .....

Date .....

Signature .....

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

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Address .....  
Telephone .....  
Date .....

---

Signature .....  
Duly authorized to sign on behalf of..... Name

Address .....  
Telephone .....  
Date .....

---

Signature .....  
Duly authorized to sign on behalf of..... Name

Address .....  
Telephone .....  
Date .....

---

Signature .....  
Duly authorized to sign on behalf of..... Name

Address .....  
Telephone .....  
Date .....

---

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signature .....  
Duly authorized 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 February 2023 / Tax compliance PIN must be attached hereto.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.2

## **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, a consolidated CIDB Grading must be utilized through a CIDB Joint Venture Calculator. Each partner shall also provide their own valid CIDB registration certificate.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.2.3

## **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

T2.2.4

## T2.1.8 BIDDER'S/TENDERER'S REFERENCE EVALUATION FORM 1

Tenderer shall complete the tender reference evaluation form below. Failure to complete the form will result in the disqualification of the tender application.

<b>Name of Client/Department</b>	
<b>Tender Number</b>	
<b>Tender Description</b>	
<b>Name of Bidder (tenderer)</b>	
<b>Value of project</b>	R
<b>Commencement Date</b>	
<b>Contractual Completion Date</b>	
<b>Bidder's Completion Date</b>	

**1.2 Please score the performance of the above-mentioned company by ticking the relevant box**

Performance Rating			Comments (Attach additional sheets if necessary)
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Materials, supplies and equipment provided as required?	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Have timelines been met?	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Capacity	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of work	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

	Very Poor	1	
Communication and accessibility	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

**OVERALL PERFORMANCE**

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

**CLIENT / DEPARTMENT:**

Name of Evaluator/ Project Manager	
Designation:	
Signature:	
Date:	

Official Stamp:



**NB: This form must be duly completed by an authorized person and be submitted with the bid. Incomplete, unsigned or forms not stamped will not be considered for evaluation of the bid.**

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## T2.1.9 BIDDER'S/TENDERER'S REFERENCE EVALUATION FORM 2

Tenderer shall complete the tender reference evaluation form below. Failure to complete the form will result in the disqualification of the tender application.

<b>Name of Client/Department</b>	
<b>Tender Number</b>	
<b>Tender Description</b>	
<b>Name of Bidder (tenderer)</b>	
<b>Value of project</b>	R
<b>Commencement Date</b>	
<b>Contractual Completion Date</b>	
<b>Bidder's Completion Date</b>	

1.2 Please score the performance of the above-mentioned company by ticking the relevant box

Performance Rating			Comments (Attach additional sheets if necessary)
Work performed in compliance with contract terms.	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Materials, supplies and equipment provided as required?	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Have timelines been met?	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Financial Capacity	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Quality of work	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Communication and accessibility	Excellent	5	
	Good	4	
	Fair	3	
	Poor	2	
	Very Poor	1	
Would you recommend using this service provider in future?	Yes	No	If no, provide reasons:

**OVERALL PERFORMANCE**

Excellent		Good		Fair		Poor		Very Poor	
-----------	--	------	--	------	--	------	--	-----------	--

**CLIENT / DEPARTMENT:**

Name of Evaluator/ Project Manager	
Designation:	
Signature:	
Date:	

Official Stamp:

**NB: This form must be duly completed by an authorized person and be submitted with the bid. Incomplete, unsigned or forms not stamped will not be considered for evaluation of the bid.**

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

**T2.1.10 TENDERER'S TEAM CAPABILITY**

Bidders must submit:

- a) CV's and submit copies of qualifications (where applicable) for the team members listed below, or
- b) Complete schedule T2.3.2 in detail and submit copies of qualifications (where applicable) for the team members listed below.

**Failure to provide CV's and certificates or failure to complete schedule T2.3.2 with copies of certificates will lead to immediate rejection of the bid**

Resources	Qualifications	No of years' Experience
Site Agent	National Diploma or higher in Civil/Building	5 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
Foreman	N/A	5 or Higher
Occupational Health and Safety Officer	SACPCMP registration, NOSA Certification or any other relevant qualification on OHS	1 or Higher
Environmental Control Representative/ Officer	Relevant Certification/Qualification	1 or higher

Based on the nature of works, it is the responsibility of the Bidder to identify any other critical professional/ specialists required for the completion of the project. Such professionals must be linked to the scope of work and proposed methodology and organogram submitted and be accounted for in the activity and pricing schedule. ECPTA will not be responsible for payment of fees for any additional professionals/ specialists not costed & listed in the pricing schedule. For all additional professionals/specialists identified, the bidder must submit CVs of the resources, copies of qualifications where applicable. All professionals/specialists proposed must have a minimum of 3 years' experience.

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

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

	<b>Page No.</b>
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	T2.29-T2.32
T2.2.7 Preference Points Claim Form (SBD 6.1)	T2.33-T2.35
T2.2.8 Local Production and Content Disclosure (SBD 6.2)	T2.36-T2.39

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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 Authorized 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 labor 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 close proximity to Mkhambati Nature Reserve).
- (a) A minimum of 5% of the local labor employed on the project is required to be females;
- (b) A minimum of 20% of the local labor employed on the project is required to be youth (18 – 35 years of age); and
- (c) A minimum of 1% of the local labor 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														
Laborer														
Managerial														
Semi skilled														
Skilled														
Supervisor														
<b>Total</b>														

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, Laborer, Managerial, Semi skilled, Skilled and Supervisor).

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Authorized 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.

- 1. 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 timeously, safely and successfully comply with all of the requirements of the Regulations.

<b>YES</b>	
<b>NO</b>	

- 2. 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: ..... ..... ..... ..... ..... .....	

- 3. 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)

<b>YES</b>	
<b>NO</b>	

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

1. .... Date .....
2. .... Date .....

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

.....

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 consortium<sup>1</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

<sup>1</sup> 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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## T2.2.7 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (SBD 6.1)

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

### 2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 PREFERENCE POINT SYSTEMS**

Points for Price will be calculated based on the following formula in accordance with PPPFA Circular 01 of 2021/22

$$PPPP = 80 \left( 1 + \frac{PPPP - PPPPPPPP}{PPPPPPPP} \right)$$

Where

Ps = Points scored for price of tender under consideration.

Pt = Price of tender under consideration; and

Pmax = Price of highest acceptable tender.

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)
------------------------------------	---------------------------------

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: . = ..... (maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

**7. SUB-CONTRACTING**

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

*(Tick applicable box)*

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

7.1.1 If yes, indicate:

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

*(Tick applicable box)*

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

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

**Designated Group: An EME or QSE which is at last 51% owned by:**

**EME**  
√

**QSE**  
√

- Black people
- Black people who are youth
- Black people who are women
- Black people with disabilities
- Black people living in rural or underdeveloped areas or townships
- Cooperative owned by black people
- Black people who are military veterans

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

OR

Any EME  
Any QSE

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....

.....

.....

.....

**8.6 COMPANY CLASSIFICATION**

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

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

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

- i) The information furnished is true and correct.
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process.

\_\_\_\_\_

Contractor

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2

\_\_\_\_\_

Employer

\_\_\_\_\_

Witness 1

\_\_\_\_\_

Witness 2



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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

Contractor

.....

Witness 1

.....

Witness 2

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Employer

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Witness 1

.....

Witness 2

## T2.2.8 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 evaluation.
- 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](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:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Description of services, works or goods	Stipulated minimum threshold
Doors and Window Frames	100%
Roof sheets	100%
Reinforcing- steel mesh	100%
Gate Valves -steel pipes	100%
Low Voltage- steel conduits	100%
PVC pipes and fittings	100%
Type G03 steel gate & frame 900 x 2100mm	100%
Cement	100%
Electrical cables	90%
Nails, Bolts and Nuts	100%
Steel components	100%
Wire products	100%
Prepaid electricity meters	70%
Post Paid electricity meters	70%
Smart Meters	50%

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 is accessible on [www.reservebank.co.za](http://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.

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Contractor

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Witness 1

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Witness 2

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Employer

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Witness 1

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Witness 2

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

**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/industrial-development/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.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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.
- (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:** \_\_\_\_\_

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.3.i

## Annex C

### Local Content Declaration - Summary Schedule

<b>Bid No. 21/FY/23</b>					
<b>Bid description:</b>	UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE.				<b>Note:</b> VAT to be excluded from all calculations
<b>Designated product(s)</b>					
<b>Tender Authority:</b>	ECPTA				
<b>Bid Entity name:</b>					
<b>Bid Exchange Rate:</b>	Pula	EU	GBP		
<b>Specified local content %</b>					

Bid item no's	List of items	Calculation of local content						Bid summary			
		Bid price - each (excl VAT)	Exempted imported value	Bid value net of exempted imported content	Imported value	Local value	Local content % (per item)	Bid Qty	Total Bid value	Total exempted imported content	Total Imported content
	Doors and window frames										
	Roof Sheets										
	Re-inforcing steel mesh										
	Gate valves- steel pipe										
	Low voltage- steel conduits										
	PVC pipes and fittings										
	Type G03- Steel gate & frame										
	Cement										
	Wire products										
	Nails, Bolts & Nuts										
	Steel components										
	Electrical cables										
	Prepaid electricity meters										
	Post Paid electricity meters										
	SMART Meters										
								<b>Total bid value</b>			
								R			
<b>Signature of Bidder</b>								<b>Total Exempt imported content</b>		R	
								<b>Total bid value net of exempt imported content</b>		R	
								<b>Total Imported content</b>		R	
								<b>Total local content</b>		R	
<b>Date:</b>								<b>Average local content % of tender</b>		%	

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

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

T2.3.i







## **T2.3.2 LIST OF KEY PERSONNEL**

Bidders must submit:

- a) CV's and submit copies of qualifications (where applicable) for the team members listed below, or
- b) Complete schedule T2.3.2 in detail and submit copies of qualifications (where applicable) for the team members listed below.

**Failure to provide CV's and certificates or failure to complete schedule T2.3.2 with copies of certificates will lead to immediate rejection of the bid**

NAME	RESPONSIBILITIES AND AVAILABILITY TO PROJECT	QUALIFICATIONS (ATTACHED COPY)	EXPERIENCE
	Site agent		
	Electrician		
	Plumber		
	Site Foreman		
	OHS officer		
	Environment control 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 AND COPIES OF QUALIFICATIONS OF KEY PERSONNEL**

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

<b>Responsibility or role on the project (as per table T2.3.2)</b>	<b>Site Agent</b>
<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional membership:</b>	
<b>Name of employer (firm):</b>	
<b>Current position:</b>	<b>No. of Years' experience:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience records pertinent to required service:</b>	
<b>Certification:</b>	
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.	
_____	
<b>(Signature of Person named in schedule)</b>	<b>Date</b>

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)	Electrician
Name:	Date of birth:
Profession:	Nationality:
Qualifications:	
Professional membership:	
Name of employer (firm):	
Current position:	No. of Years' experience:
Employment record: (List of chronological order starting with earliest work experience)	
Experience records pertinent to required service:	
<p><b>Certification:</b></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

<b>Responsibility or role on the project (as per table T2.3.2)</b>	<b>Plumber</b>
<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional membership:</b>	
<b>Name of employer (firm):</b>	
<b>Current position:</b>	<b>No. of Years' experience:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience records pertinent to required service:</b>	
<b>Certification:</b>	
<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/>	
<b>(Signature of Person named in schedule)</b>	<b>Date</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>Responsibility or role on the project (as per table T2.3.2)</b>	<b>Foreman</b>
<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional membership:</b>	
<b>Name of employer (firm):</b>	
<b>Current position:</b>	<b>No. of Years' experience:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience records pertinent to required service:</b>	
<b>Certification:</b>	
<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/>	
<b>(Signature of Person named in schedule)</b>	<b>Date</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

<b>Responsibility or role on the project (as per table T2.3.2)</b>	<b>Occupational Health and Safety Representative</b>
<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional membership:</b>	
<b>Name of employer (firm):</b>	
<b>Current position:</b>	<b>No. of Years' experience:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience records pertinent to required service:</b>	
<b>Certification:</b>	
<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>	
_____	
<b>(Signature of Person named in schedule)</b>	<b>Date</b>

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



<b>Responsibility or role on the project (as per table T2.3.2)</b>	<b>Environmental Control Officer</b>
<b>Name:</b>	<b>Date of birth:</b>
<b>Profession:</b>	<b>Nationality:</b>
<b>Qualifications:</b>	
<b>Professional membership:</b>	
<b>Name of employer (firm):</b>	
<b>Current position:</b>	<b>No. of Years' experience:</b>
<b>Employment record: (List of chronological order starting with earliest work experience)</b>	
<b>Experience records pertinent to required service:</b>	
<b>Certification:</b>	
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.	
_____	
<b>(Signature of Person named in schedule)</b>	<b>Date</b>

Based on the nature of works, it is the responsibility of the Bidder to identify any other critical professional/ specialists required for the completion of the project. Such professionals must be linked to the scope of work and proposed methodology and organogram submitted and be accounted for in the activity and pricing schedule. ECPTA will not be responsible for payment of fees for any additional professionals/ specialists not costed & listed in the pricing schedule. For all additional professionals/specialists identified, the bidder must submit CVs of the resources, copies of qualifications where applicable. All professionals/specialists proposed must have a minimum of 3 years' experience.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### **T2.3.3 SCHEDULE OF PLANT AND EQUIPMENT**

**(NB: This schedule is used in evaluating compliance)**

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



## 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 program 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 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
  
- Cash-flow projections
  
- Project organogram

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 asbestos removal and disposal.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



DATE: \_\_\_\_\_ SIGNATURE OF TENDERER \_\_\_\_\_

(Authorized Person)

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

T2.4.



**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.

## **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

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**T2.4.2 BROAD-BASED BLACK ECONOMIC  
EMPOWERMENT STATUS LEVEL CERTIFICATE**

A certified copy or original B-BBEE Status Level Verification Certificate/ Affidavit must be attached to this page.

---

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 ECPTA 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><b><u>Tenderer/Leading JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><b><u>JV Partner</u></b></p> <p>CRS Number: _____</p> <p>Name of Company: _____</p> <p><b>*NB:</b> 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>An Original, Valid Tax Clearance Certificate. See Item T2.2.20 Form T page T2.2.33)</p> <p>In Bids where Consortia/Joint Venture/<b>Sub-contractors</b> are involved each party <b>must</b> submit a separate CSD report</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

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**EASTERN CAPE PARKS & TOURISM AGENCY**

**CONTRACT NO.: 21/FY/23**

**UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND  
WATER RETICULATION SYSTEM AT THE MKHAMBATHI NATURE  
RESERVE**

**PORTION 2: CONTRACT**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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**EASTERN CAPE PARKS & TOURISM AGENCY**

**CONTRACT NO.: 21/FY/23**

**UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND  
WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE**

**PART C1: THE CONTRACT**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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## 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:

<b>TABLE OF CONTENTS</b>		<b>Page</b>
<b>C1:</b>	<b>AGREEMENT AND CONTRACT DATA</b>	<b>C1.1</b>
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
<b>C2:</b>	<b>PRICING DATA</b>	<b>C2.1</b>
C2.1:	PRICING INSTRUCTIONS	C2.1-C2.2
C2.2:	PROVISIONAL BILLS OF QUANTITIES	C2.3
<b>C3:</b>	<b>SCOPE OF WORK</b>	<b>C3.1</b>
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
<b>C4:</b>	<b>SITE INFORMATION</b>	<b>C4.1</b>
C4.1:	GEOTECHNICAL INFORMATION OF SITE	C4.1
<b>C5:</b>	<b>ANNEXURES</b>	<b>C5.1</b>

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# 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. 21/FY/23 UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE**

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 within parties.

**Signature:**

\_\_\_\_\_

**Name:** *(in capitals)*

\_\_\_\_\_

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

Capacity:

---

Name of Employer: (organization)

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Address:

---

---

---

Witness:

---

Signature:

---

Name:

---

Date:

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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 in to 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**

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**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

**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.

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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

## EASTERN CAPE PARKS AND TOURISM AGENCY

### BID FOR THE UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE

#### C1.1 Contract Data

The Joint Building Contract Committee Principal Building Agreement (JBCC 2018 Edition 6.2 May 2018) published by the Joint Building Contract Committee, is applicable to this contract. Copies of these conditions of contract may be obtained from the Joint Building Contract Committee (Tel 011-482 3102).

The Contract Data and JBCC shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

The following contract specific data, referring to the Joint Building Contract Committee Agreement, Edition 6.2 May 2018, are applicable to this Contract:

**The Joint Building Contracts Committee® - NPC**

#### CONTRACT DATA

*For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES*

**Principal Building Agreement Edition 6.2 -**

**May 2018**

## A PROJECT INFORMATION

### A 1.0 Works [1.1]

Project name	<b>UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE</b>
Reference number	Tender No: 21/FY/23
Works description	Refer to more detailed scope of works described in Tendering Procedures Part T1.1 of the tender document.  As a rough guide only to Tenderers, the work embodied in this contract comprises of:  <b>Upgrades and alterations of the existing administration building and water reticulation system at MKHAMBATHI.</b>

### A 2.0 Site [1.1]

Erf / stand number	MKHAMBATHI Nature Reserve
Township / Suburb	Flagstaff
Site address	MKHAMBATHI Nature Reserve
Local authority	Ingquza Hill Local Municipality

### A 3.0 Employer [1.1]

CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

Official Name of Organ of State / Public Sector Body	Eastern Cape Parks and Tourism Agency		
Business registration number	Public Entity	NPO	N
VAT/GST number	VAT Exempt	No	
Country	South Africa		
Employer's representative:Name	Mandilakhe Lawana		
E-mail	Mandilakhe.Lawana@ecpta.co.za	Telephone number	+ 27(0)43 492 0845
Mobile number	N/A		
Postal address	Private Bag X 11235		
	Southernwood	Postal code	5201
Physical address	17-25 Oxford Street		
	East London	Postal code	5201

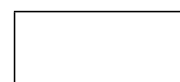
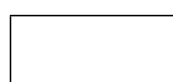
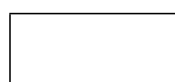
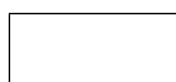
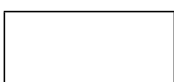
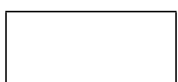
#### A 4.0 Principal agent [1.1]

Name	Afroteam Consultants		
Legal entity of above	Afroteam Consultants	Contact person	IK Shone
Practice number	21248	Telephone number	043 732 1586
		Mobile number	073 011 2875
Country	South Africa	E-mail	afroteam.eng@gmail.com
Postal address	Unit 8 CK Business Centre		
	Mthatha	Postal code	5099
Physical address	Unit 8 CK Business Centre		
	Mthatha	Postal code	5099

#### A 5.0 Agent [1.1; 6.2]

Discipline	Architect
------------	-----------

Name	Afroteam Consultants		
Legal entity of above	Afroteam Consultants	Contact person	IK Shone
Practice number	21248	Telephone number	043 732 1586
		Mobile number	073 011 2875
Country	South Africa	E-mail	<a href="mailto:afroteam.eng@gmail.com">afroteam.eng@gmail.com</a>
Postal address	Unit 8 CK Business Centre		
	Mthatha	Postal code	5099
Physical address	Unit 8 CK Business Centre		
	Mthatha	Postal code	5099



CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

**A 6.0 Agent** [1.1; 6.2]

	Discipline	Quantity Surveyor
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Name	Afroteam Consultants		
Legal entity of above	Afroteam Consultants	Contact person	AK Jumira
Practice number		Telephone number	043 732 1586
		Mobile number	079 831 9949
Country	South Africa	E-mail	<a href="mailto:afroteam.eng@gmail.com">afroteam.eng@gmail.com</a>
Postal address	Unit 8 CK Business Centre		
	Mthatha	Postal code	5099
Physical address	Unit 8 CK Business Centre		
	Mthatha	Postal code	5099

**A 7.0 Agent** [1.1; 6.2]

	Discipline	Civil & Structural Engineer
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Name	Afroteam Consultants		
Legal entity of above		Contact person	J Magabatela
Practice number	ECSA:201670093	Telephone number	043 732 1586
		Mobile number	073 018 1701
Country	SA	E-mail	<a href="mailto:afroteam.eng@gmail.com">afroteam.eng@gmail.com</a>
Postal address	Unit 8 CK Business Center		
	Mthatha	Postal code	5099
Physical address	Unit 8 CK Business Center		
	Mthatha	Postal code	5099

**A 8.0 Agent** [1.1; 6.2]

	Discipline	Mechanical, Electrical & Fire Engineer
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Name	Afroteam Consultants		
Legal entity of above		Contact person	M Tsaha
Practice number	20140130	Telephone number	043 732 1586
		Mobile number	083 8461927
Country	South Africa	E-mail	<a href="mailto:afroteam.eng@gmail.com">afroteam.eng@gmail.com</a>
Postal address	P.O. Box		
	Beacon Bay	Postal code	5099
Physical address	P.O. Box		
	Beacon Bay	Postal code	5099

**A 9.0 Agent** [1.1; 6.2]

	Discipline	Health & Safety
--	------------	-----------------

Name	Afroteam Consultants		
Legal entity of above		Contact person	P Kabiti
Practice number		Telephone number	0731881618
		Mobile number	0731881618
Country	South Africa	E-mail	<a href="mailto:afroteam.eng@gmail.com">afroteam.eng@gmail.com</a>
Postal address	Unit 8 CK Business Center		
	Mthatha	Postal code	5099
Physical address	Unit 8 CK Business Center		
	Mthatha	Postal code	5099



CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

## B CONTRACT INFORMATION

### B 1.0 Definitions [1.1]

<b>Bills of quantities:</b> System/Method of measurement	Seventh Edition 2015 of the Standard System of Measuring Builder's Work
--	---

### B 2.0 Law, regulations and notices [2.0]

<b>Law</b> applicable to the <b>works</b> , state country[2.1]	Republic of South Africa
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### B 3.0 Offer and acceptance [3.0]

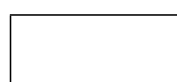
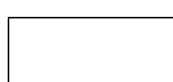
Currency applicable to this <b>agreement</b> [3.2]	South African Rands
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### B 4.0 Documents [5.0]

The original signed <b>agreement</b> is to be held by the <b>principal agent</b> [5.2], if not, indicate by whom	<b>Employer</b>
Number of copies of <b>construction information</b> issued to the <b>contractor</b> at nocost [5.6]	<b>2</b>

Documents comprising the <b>agreement</b>	Page numbers
The <b>JBCC</b> <sup>®</sup> Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The <b>JBCC</b> <sup>®</sup> Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 14
The <b>JBCC</b> <sup>®</sup> General Preliminaries for use with the <b>JBCC</b> <sup>®</sup> Principal Building Agreement, Edition 6.2 May 2018	1 to 7
Bills of Quantities	Refer to index
Additional documentation as stated in Procurement document	

<b>Contract drawings</b> – description	Number	Revision	Date
Refer to drawings included in tender document annexures			



CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

**B 5.0 Employer's agents [6.0]**

Authority is delegated to the following <b>agents</b> to issue <b>contract instructions</b> and perform duties for specific aspects of the <b>works</b> [6.2] <b>AFROTEAM CONSULTANTS</b>
--

<b>Principal agent's</b> and <b>agents'</b> interest or involvement in the <b>works</b> other than a professional interest [6.3] <b>N/A</b>
--

**B 6.0 Insurances [10.0]**

Insurances by <b>employer</b>			Amount including tax	Deductible amount including tax
Yes/no?	No			
Contract works insurance:				
		New <b>works</b> [10.1.1] ( <b>contract sum</b> or amount)		
or		<b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount)		
or		<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )		
		<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
		<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance		
		Escalation, professional fees and reinstatement costs if not included above		
Total of the above contract works insurance amount				
Supplementary insurance [10.1.2; 10.2]				
Public liability insurance [10.1.3; 10.2]				
Removal of lateral support insurance [10.1.4; 10.2]				
Other insurances [10.1.5]				
Yes/no?		If yes, description 1		
Yes/no?		If yes, description 2		

CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

**and/or**

Insurances by <b>contractor</b>		Amount including tax	Deductible amount including tax
Yes/no?	Yes		
	New <b>works</b> [10.1.1 and 11.1.1] ( <b>contract sum</b> or amount)	Contract Sum	
or	<b>Works</b> with <b>practical completion</b> in <b>sections</b> [10.2] ( <b>contract sum</b> or amount)	N/A	
or	<b>Works</b> with alterations and additions [10.3] (reinstatement value of existing structures with or including new <b>works</b> )	N/A	
	<b>Direct contractors</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	<b>Free issue</b> [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		Sum of above	
Supplementary insurance [10.1.2]		Contract works insurance value	
Public liability insurance [10.1.3]		R5,000,000.00	
Removal of lateral support insurance [10.1.4]		N/A	
Other insurances [10.1.5]: Refer B17.0		N/A	
Yes/no?		If yes, description 1	
Guarantee for Construction 10% of the Contract Sum [11.1.1]			
Yes/no?		If yes, description 2	
Contract Sum and a payment reduction of 5% of the value of each payment certificate			

**a) B 7.0 Obligations of the employer [12.1]**

Existing premises will be in use and occupied [12.1.2]		Yes/no?	No
If yes, description	Existing Nature Reserve Facilities, located on the same site, will remain in operation during the construction period, the operation of which must not be hindered in any way by the construction activities		
Restriction of working hours [12.1.2]		Yes/no?	No

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If yes, description	Contractor to utilise and spend much time on site to ensure the completion of works within the schedule of works.		
Natural features and known services to be preserved by the <b>contractor</b> [12.1.3]		Yes/no?	No
If yes, description	The MKHAMBATHI Nature Reserve is a coastal reserve with open grasslands, dotted with indigenous forest patches and swamp forests which the contractor should preserve.		
Restrictions to the <b>site</b> or areas that the <b>contractor</b> may not occupy [12.1.4]		Yes/no?	Yes
If yes, description	The contractor's team will need to stay within the demarcated construction site and should not disturb activities of the nature reserve. All materials used will need to be approved by the Employer's agent and stacked within construction the site.		
Supply of <b>free issue</b> [12.1.10]		Yes/no?	No
If yes, description			

**B 8.0 Nominated subcontractors [14.0]**

Yes/no?	No	If yes, description of specialization
		Specialisation 1
		Specialisation 2
		Specialisation 3
		Specialisation 4
		Specialisation 5

**B 9.0 Selected subcontractors [15.0]**

Yes/no?		If yes, description of specialization
		Specialisation 1
		Specialisation 2
		Specialisation 3
		Specialisation 4
		Specialisation 5

**B 10.0 Direct contractors [16.0]**

Yes/no?		If yes, description of extent of work
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]
		Extent of work [12.1.11]



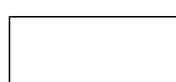
CONTRACTOR



WITNESS 1



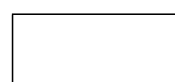
WITNESS 2



EMPLOYER



WITNESS 1



WITNESS 2



**B 11.0 Description of sections [20.1]**

**Refer to Scope of Works described elsewhere in the tender document for more detailed description of sections**

<b>Sections</b>	N/A
<b>Section</b>	Remainder of the <b>works</b>

**B 12.0 Possession of site [12.1.5], practical completion [19.0; 20.0] and penalty [24.0]**

<b>Practical completion for the works as a whole</b>	Intended date of possession of the <b>site</b> Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the <b>principal agent</b> [19.3]	The date for <b>practical completion</b> shall be the period as indicated below from the date of possession of the <b>site</b> by the <b>contractor</b> [12.2.7; 24.1]	<b>Penalty</b> for late completion [24.1]
	<del> </del>	<b>working days</b>	Period in months	Penalty amount per <b>calendar day</b> (excl. <b>tax</b> )
	<del> </del>			<b>R3000</b>

or where **sections** are applicable (**N/A**)

<b>Practical completion of a section of the works</b>	Intended date of possession of a <b>section</b> Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the <b>principal agent</b> [19.3]	The date for <b>practical completion</b> shall be the period as indicated below from the date of possession of the <b>site</b> by the <b>contractor</b> [12.2.7; 24.1]	<b>Penalty</b> for late completion [24.1]
	<del> </del>	<b>working days</b>	Period in months	Penalty amount per <b>calendar day</b> (excl. <b>tax</b> )
	<del> </del>			
<b>Sections</b>		N/A	N/A	N/A
Remainder of the <b>works</b>		N/A	N/A	N/A

**B 13.0 Defects liability period [21.0]**

Extended defects liability period: Refer B17.0 [21.13]	Yes/no?	
If yes, description of applicable elements		

**B 14.0 Payment [25.0]**

Date of month for issue of regular <b>payment certificates</b> [25.2]	25 <sup>th</sup>		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes/no?	No	
If yes, method to calculate			
<b>Employer</b> shall pay the <b>contractor</b> within: [25.10]	Thirty (30) <b>calendar days</b>		

CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

**B 15.0 Dispute resolution [30.0]**

Adjudication [30.6.1; 30.10]Name of nominating body	Association of Arbitrators (Southern Africa)		
Applicable rules for adjudication [30.6.2]	JBCC rules of Adjudication		
Arbitration [30.7.4; 30.10] If Yes, name of nominating body * If No, then dispute will be referred to litigation	Yes/no? *	Yes	Association of Arbitrators (Southern Africa)
Applicable rules for arbitration [30.7.5]			

**B 16.0 JBCC® General Preliminaries - selections**

Provisional bills of quantities [P2.2]	Yes/no?	Yes	
Availability of construction information [P2.3]	Yes/no?	No	
Previous work - dimensional accuracy - details of previous contract(s) [P3.1]	N/A		
Previous work - <b>defects</b> - details of previous contract(s) [P3.2]	N/A		
Inspection of adjoining properties - details [P3.3]	N/A		
Handover of <b>site</b> in stages - specific requirements[P4.1]	N/A		
Enclosure of the <b>works</b> - specific requirements [P4.2]	Refer to Bill No. 1 Preliminaries		
Geotechnical and other investigations - specific requirements [P4.3]	DONE		
Existing premises occupied - details [P4.5]	Refer to Bill No. 1 Preliminaries		
Services - known - specific requirements [P4.6]	Refer to Bill No. 1 Preliminaries		
Water	By <b>contractor</b>	Yes/no?	No

[P8.1]	By <b>employer</b>	Yes/no?	No	
	By <b>employer</b> – metered	Yes/no?	Yes	
Electricity[P8.2]	By <b>contractor</b>	Yes/no?	No	
	By <b>employer</b>	Yes/no?	No	
	By <b>employer</b> – metered	Yes/no?	Yes	
Ablution and welfare facilities [P8.3]	By <b>contractor</b>	Yes/no?	Yes	
	By <b>employer</b>	Yes/no?	No	
Communication facilities - specific requirements[P8.4]	Refer to Bill No. 1 Preliminaries			
Protection of the <b>works</b> - specific requirements[P11.1]	Refer to Bill No. 1 Preliminaries			
Protection / isolation of existing <b>works</b> and <b>works</b> occupied in <b>sections</b> - specific requirements [P11.2]	Refer to Bill No. 1 Preliminaries and OHS Spec			
Disturbance - specific requirements [P11.5]	Refer to Bill No. 1 Preliminaries			
Environmental disturbance - specific requirements[P11.6]	Refer to Bill No. 1 Preliminaries			

## A TENDERER'S SELECTIONS

### C 1.0 Securities [11.0]

Guarantee for construction: Select Option A or B

Option A	<b>Guarantee for construction</b> (variable) by <b>contractor</b> [11.1.1]
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Option B	<b>Guarantee for construction</b> (fixed) by <b>contractor</b> [11.1.2]
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<b>Guarantee for payment</b> by <b>employer</b> [11.5.1; 11.10]	Not applicable
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Advance payment, subject to a <b>guarantee for advance payment</b> [11.2.2; 11.3]	Not applicable
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CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

## C 2.0 Contractor’s annual holiday periods during the construction period

Year 1 <b>contractor’s</b> annual holiday period	start date		end date	
Year 2 <b>contractor’s</b> annual holiday period	start date		end date	
Year 3 <b>contractor’s</b> annual holiday period	start date		end date	

## C 3.0 Payment of preliminaries [25.0]

### 1.1.1. Contractor’s selection

Select Option A or B

Where the contractor does not select an option, Option A shall apply

### Payment methods

Option A	The <b>preliminaries</b> shall be paid in accordance with an amount prorated to the value of the <b>works</b> executed in the same ratio as the amount of the <b>preliminaries</b> to the <b>contract sum</b> , which <b>contract sum</b> shall exclude the amount of <b>preliminaries</b> . Contingency sum(s) and any provision for cost fluctuations shall be excluded for the calculation of the aforesaid ratio
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Option B	The <b>preliminaries</b> shall be paid in accordance with an amount agreed by the <b>principal agent</b> and the <b>contractor</b> in terms of the <b>priced document</b> to identify an initial establishment charge, a time-related charge and a final dis-establishment charge. Payment of the time-related charge shall be assessed by the <b>principal agent</b> and adjusted from time to time as may be necessary to take into account the rate of progress of the <b>works</b>
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### Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations

## C 4.0 Adjustment of preliminaries [26.9.4]

### Contractor’s selection

Select Option A or B

Where the contractor does not select an option, Option A shall apply

### Provision of particulars

The **contractor** shall provide the particulars for the purpose of the adjustment of **preliminaries** in terms of his selection. Where completion in **sections** is required, the **contractor** shall provide an apportionment of **preliminaries per section**

CONTRACTOR

WITNESS 1

WITNESS 2

EMPLOYER

WITNESS 1

WITNESS 2

Option A	An allocation of the <b>preliminaries</b> amounts into Fixed, Value-related and Time-related amounts as defined for adjustment method Option A below, within fifteen (15) <b>working days</b> of the date of acceptance of the tender
Option B	A detailed breakdown of the <b>preliminaries</b> amounts within fifteen (15) <b>working days</b> of possession of the <b>site</b> . Such breakdown shall include, inter alia, the administrative and supervisory staff, the use of <b>construction equipment</b> , establishment and dis-establishment charges, insurances and guarantees, all in terms of the <b>programme</b>

### Adjustment methods

The amount of preliminaries shall be adjusted to take account of the effect which changes in time and/or value have on preliminaries. Such adjustment shall be based on the particulars provided by the contractor for this purpose in terms of Options A or B, shall preclude any further adjustment of the amount of preliminaries and shall apply notwithstanding the actual employment of resources by the contractor in the execution of the works

Option A	<p>The <b>preliminaries</b> shall be adjusted in accordance with the allocation of <b>preliminaries</b> amounts provided by the <b>contractor</b>, apportioned to <b>sections</b> where completion in <b>sections</b> is required</p> <p>Fixed - An amount which shall not be varied</p> <p>Value-related - An amount varied in proportion to the <b>contract value</b> as compared to the <b>contract sum</b>. Both the <b>contract sum</b> and the <b>contract value</b> shall exclude the amount of <b>preliminaries</b>, contingency sum(s) and any provision for cost fluctuations</p> <p>Time-related - An amount varied in proportion to the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p>
Option B	<p>The adjustment of <b>preliminaries</b> shall be based on the number of <b>calendar days</b> extension to the date of <b>practical completion</b> to which the <b>contractor</b> is entitled with an adjustment of the <b>contract value</b> [23.2; 23.3] as compared to the number of <b>calendar days</b> in the initial <b>construction period</b> [26.9.4]</p> <p>The adjustment shall take into account the resources as set out in the detailed breakdown of the <b>preliminaries</b> for the period of construction during which the delay occurred</p>

### Failure to provide particulars within the period stated

Option A	<p>Where the allocation of <b>preliminaries</b> amounts for Option A is not provided, the following allocation of <b>preliminaries</b> amounts shall apply:</p> <p>Fixed - Ten per cent (10%)  Value-related - Fifteen per cent (15%)  Time-related - Seventy-five per cent (75%)</p> <p>Where the apportionment of the <b>preliminaries</b> per <b>section</b> is not provided, the categorised amounts shall be prorated to the cost of each <b>section</b> within the <b>contract sum</b> as determined by the <b>principal agent</b></p>
Option B	Where the detailed breakdown of <b>preliminaries</b> amounts for Option B is not provided, Option A shall apply

### Lump sum contract

Where the amount of preliminaries is not provided it shall be taken as 7.5% (seven and a half per cent) of the contract sum, excluding contingency sum(s) and any provision for cost fluctuations

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

## C.2 PRICING DATA

### C.2.1 PRICING INSTRUCTIONS

- 1 The Provisional Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
  - b) 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).
- 2 The agreement is based on the JBCC Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 6.2, May 2018. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Provisional Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of SANS 1921, Construction and management requirements for works contracts. The additions, deletions and alterations to the various parts of SANS 1921 as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Provisional Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Provisional Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for bids. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these Provisional Bills of Quantities are kept by the Principal Agent or Engineer and can be viewed at any time during office hours up until the completion of the works.
- 6 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 7 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 8 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminaries) of the Provisional Bills of Quantities
- 9 The Provisional Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Provisional Bills of Quantities, is at the Contractor's risk.
- 10 The amount of the Preliminaries to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract.
- 11 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 10 but taking into account the revised period for completing the works.
- 12 The amount or items of the Preliminaries shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
- a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 13 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
  - b) 15 percent is Value Related
  - c) 75 percent is Time Related.
- 14 The adjustment of the Preliminaries shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminaries shall exclude any contingency sum, the amount for the Preliminaries and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**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.

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Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2



**PROVISIONAL BILLS OF QUANTITIES**  
**FOR**  
**Refurbishment of Administration Block at Mkhambathi -**  
**21FY/23 FOR**

**ARCHITECTS**

AFROTEAM CONSULTANTS  
Unit 8 Ck business Centre  
Mbuqe Ext  
Mthatha  
5099

Tel.  
Fax:  
e Mail: afroteam.eng@gmail.com

**QUANTITY SURVEYORS**

AFROTEAM CONSULTANTS  
QS  
UNIT 8, CK BUSINESS CENTRE, 2 MERRIMAN  
LUSITI STREET, MBUQ EXTENSION, MTHATHA

Tel. 047 535 0052  
Fax:  
e Mail: afroteam.eng@gmail.com

**Principal Agent**

Afroteam Consulting  
Tel. 0475350052  
Fax: 0864117782  
e Mail: afroteam.eng@gmail.com

Amount

**BILL NO. 1**  
**PRELIMINARIES**

1 **SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT**

Item

2 DEFINITIONS AND INTERPRETATION A1.0 DEFINITIONS AND

Clause 1.0

Clause 1.1 Definition of "Commencement Date" is added:  
"COMMENCEMENT DATE" means the date of site handover.

Clause 1.1 Definition of "Construction Guarantee" is amended by replacing it with the following:

"CONSTRUCTION GUARANTEE" means a guarantee at call obtained by the contractor from an institution approved by the employer in terms of the employer's construction guarantee form as selected in the schedule.

Clause 1.1 Definition of "Construction Period" is amended by replacing it with the following:

"CONSTRUCTION PERIOD" means the period commencing on the date that possession of the site is given to the contractor and ending on the date of practical completion.

Clause 1.1 Definition of "Corrupt Practice" is added:

"CORRUPT PRACTICE" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

Clause 1.1 Definition of "Fraudulent Practice" is added:

"FRAUDULENT PRACTICE" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.

Clause 1.1 Definition of "Interest" is amended by replacing it with the following:

"INTEREST" means the interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance,

from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).

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**6 A5.0 EMPLOYER'S AGENTS**

Clause 5.0

Clause 5.1.2 is amended to include clauses 32.6.3, 34.3, 34.4 and 38.5.8

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

**7 A6.0 SITE REPRESENTATIVE**

Clause 6.0

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

**8 A7.0 COMPLIANCE WITH REGULATIONS**

Clause 7.0

Note: A separate clause has been included in Section C : Specific Preliminaries of the bills of quantities / lump sum document for the contractor to have the opportunity to price for all the requirements of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification.

Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

A provision/clause in Edition 6.1 of the JBCC Principal Building Agreement may have unintended consequences. The following is relevant:

Within the contract data document there is space to insert changes made to the JBCC documentation. Quantity surveyors have generally up to now merely inserted in this space "Refer to Bill No. 1".

Below the abovementioned space the following note has been inserted:

'Note : The amendments contained herein or in the single referenced Annexure constitute the only amendments to the standard JBCC Agreement that will apply. No other amendments shall be of any force or effect'

Should quantity surveyors wish to adhere to the system of inserting amendments, modifications, corrections or supplements to the JBCC documentation under the listed clause headings in Bill No. 1 (Preliminaries) then it is suggested that the following clause be inserted in the space provided in the contract data where changes made to the JBCC documentation are to be recorded:

'It is specifically agreed that the note below calling for amendments to the standard JBCC Agreement to be listed in the space provided in the contract data or recorded in 'the single referenced Annexure' shall not apply . Where standard clauses or alternatives are not entirely applicable to this agreement such amendments, modifications, corrections or supplements as will apply are given under each relevant clause heading in Bill No 1 (Preliminaries) and such amendments, modifications, corrections or supplements shall take precedence notwithstanding the note below and notwithstanding the provisions of clause 5.6 of the JBCC Principal Building Agreement'

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Bill No. 1  
Preliminaries

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Not doing as suggested above when adhering to the system generally used by quantity surveyors up to now may result in any amendments within Bill No. 1 (Preliminaries) being considered null and void, which could then lead to major claims

Item

**9 A8.0 WORKS RISK**

Clause 8.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

**10 A9.0 INDEMNITIES**

Clause 9.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

**11 A10.0 WORKS INSURANCES**

Clause 10.0

Clause 10.0 is amended by the addition of the following clauses:

10.5 Damage to the Works

( a ) Without in any way limiting the contractor's obligations in terms of the contract, the contractor shall bear the full risk of damage to and/or destruction of the works by whatever cause during construction of the works and hereby indemnifies and holds harmless the employer against any such damage. The contractor shall take such precautions and security measures and other steps for the protection and security of the works as the contractor may deem necessary.

(b) The contractor shall at all times proceed immediately to remove or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works.

(c) The employer shall carry the risk of damage to or destruction of the works and material paid for by the employer that is the result of the excepted risks asset out in 10.6 (d) Where the employer bears the risk in terms of this contract, the contractor shall, if requested to do so, reinstate any damage or destroyed portions of the

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Bill No. 1  
Preliminaries

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works and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

10.6 Injury to Persons or loss of or damage to Properties

(a) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable.

(b) The contractor shall be liable for and hereby indemnifies the employer against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person, arising out of or in the course of or by reason of the execution of the works unless due to any act or negligence of any person for whose actions the employer is legally liable.

(c) The contractor shall, upon receiving a contract instruction from the principal agent, cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the employer shall be entitled to cause it to be made good and to recover the cost thereof from the contractor or to deduct the same from amounts due to the contractor.

(d) The contractor shall be responsible for the protection and safety of such portions of the premises placed under his control by the employer for the purpose of executing the works until the issue of the certificate of practical completion.

(e) Where the execution of the works involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures

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Amount

to be altered or added to, the contractor shall obtain adequately insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the works has been completed.

(f) The contractor shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and/or repair such property and to execute the works.

10.7 High risk insurance

In the event of the project being executed in a geological area classified as a "High Risk Area", that is an area which is subject to highly unstable subsurface conditions that might result in catastrophic ground movement evident by sinkhole or doline formation the following will apply:

10.7.1 Damage to the works

The contractor shall, from the commencement date of the works until the date of the certificate of practical completion bear the full risk of and hereby indemnifies and holds harmless the employer against any damage to and/or destruction of the works consequent upon a catastrophic ground movement as mentioned above. The contractor shall take such precautions and security measures and other steps for the protection of the works as he may deem necessary.

When so instructed to do so by the principal agent, the contractor shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the works and to rebuild, restore, replace and/or repair the works, at the contractor's own costs.

10.7.2 Injury to persons or loss of or damage to property

The contractor shall be liable for and hereby indemnifies and holds harmless the employer against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon

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personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above.

The contractor shall be liable for and hereby indemnifies the employer against any and all liability, loss, claim or proceeding consequent upon loss of or damage to any moveable or immovable or personal property or property contiguous to the site, whether belonging to or under the control of the employer or any other body or person whomsoever arising out of or caused by a catastrophic ground movement, as mentioned above, which occurred during the period of the contract.

10.7.3 It is the responsibility of the contractor to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.7.1 and 10.7.2. Without limiting the contractor's obligations in terms of the contract, the contractor shall, within twenty one (21) calendar days of the commencement date but before commencement of the works , submit to the employer proof of such insurance policy, if requested to do so.

10.7.4 The employer shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the contractor's default of his obligations as set out in 10.7.1; 10.7.2 and 10.7.3. Such losses or damages may be recovered from the contractor or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the employer and the contractor and for this purpose all these contracts shall be considered one indivisible whole.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

**12 A11.0 LIABILITY INSURANCES**

Clause 11.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

**13 A12.0 EFFECTING INSURANCES**

Clause 12.0

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Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

**14 A13.0 No clause**

Item

selected.

14.3 Where security as a cash deposit of ten per cent (10%) of the contract sum (excluding VAT) has been selected:

14.3.1 The contractor shall furnish the employer with a cash deposit equal in value to ten per cent (10%) of the contract sum (excluding VAT) within twenty one (21) calendar days from commencement date.

14.3.2 Within twenty one (21) calendar days of the date of practical completion of the works the employer shall reduce the cash deposit to an amount equal to three per cent (3%) of the contract value (excluding VAT), and refund the balance to the contractor.

14.3.3 Within twenty one (21) calendar days of the date of final completion of the works the employer shall reduce the cash deposit to an amount equal to one per cent (1%) of the contract value (excluding VAT) and refund the balance to the contractor.

14.3.4 On the date of payment of the amount in the final payment certificate, the employer shall refund the remainder of the cash deposit to the contractor.

14.3.5 The employer shall be entitled to recover expense and loss from the cash deposit in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the cash deposit security or portions thereof to the contractor.

14.3.6 The parties expressly agree that neither the employer nor the contractor shall be entitled to cede the rights to the deposit to any third party.

14.4 Where security as a variable construction guarantee of

ten (10%) of the contract sum (excluding VAT) has been selected:

14.4.1 The contractor shall furnish the employer with an acceptable variable construction guarantee equal in value to

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Amount

ten percent (10%) of the contract sum (excluding VAT) within twenty-one (21) calendar days from commencement date

14.4.2 The variable construction guarantee shall reduce and expire in terms of the Variable Construction Guarantee form included in the invitation to tender

14.4.3 The employer shall return the variable construction guarantee to the contractor within fourteen (14) calendar days of it expiring

14.4.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer shall issue a written demand in terms of the variable construction guarantee

14.5 Where security as a fixed construction guarantee of five per cent (5%) of the contract sum (excluding VAT) and a five per cent (5%) payment reduction of the value certified in the payment certificate (excluding VAT) has been selected:

14.5.1 The contractor shall furnish a fixed construction guarantee to the employer equal in value to five per cent (5%) of the contract sum (excluding VAT).

14.5.2 The fixed construction guarantee shall come into force on the date of issue and shall expire on the date of practical completion.

14.5.3 The employer shall return the fixed construction guarantee to the contractor within fourteen (14) calendar days of it expiring.

14.5.4 The payment reduction of the value certified in a payment certificate shall be in terms of 31.8 (A) and 34.8

14.5.5 Where the employer has a right of recovery against the

**15 A14.0 SECURITY**

Clause 14.0

Clauses 14.1 - 14.8 are amended by replacing them with the following:

14.1 In respect of contracts with a contract sum up to R1 million, the security to be provided by the contractor to the employer will be a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT).

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14.1.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(A).

14.1.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction security or portions thereof to the contractor.

14.2 In respect of contracts with a contract sum above R1 million, the contractor shall have the right to select the security to be provided in terms of 14.3, 14.4, 14.5, 14.6, or 14.7 as stated in the schedule. Such security shall be provided to the employer within twenty one (21) calendar days from commencement date. Should the contractor fail to select the security to be provided or should the contractor fail to provide the employer with the selected security within twenty one (21) calendar days from commencement date, the security in terms of 14.7 shall be deemed to have been contractor in terms of 33.0, the employer shall be entitled to issue a written demand in terms of the fixed construction guarantee or may recover from the payment reduction or may do both.

14.6 Where security as a cash deposit of five per cent (5%) of the contract sum (excluding VAT) and a payment reduction of five per cent (5%) of the value certified in the payment certificate (excluding VAT) has been selected:

14.6.1 The contractor shall furnish the employer with a cash deposit equal in value to five per cent (5%) of the contract sum (excluding VAT) within twenty one (21) calendar days from commencement date.

14.6.2 Within twenty one (21) calendar days of the date of practical completion of the works the employer shall refund the cash deposit in total to the contractor.

14.6.3 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of

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31.8(A).

14.6.4 Where the employer has a right of recovery against the contractor in terms of 33.0, the employer may issue a written notice in terms of 33.4 or may recover from the payment reduction or may do both

14.7 Where security as a payment reduction of ten per cent (10%) of the value certified in the payment certificate (excluding VAT) has been selected:

14.7.1 The payment reduction of the value certified in a payment certificate shall be mutatis mutandi in terms of 31.8(B).

14.7.2 The employer shall be entitled to recover expense and loss from the payment reduction in terms of 33.0 provided that the employer complies with the provisions of 33.4 in which event the employer's entitlement shall take precedence over his obligations to refund the payment reduction or portions thereof to the contractor.

14.8 Payments made by the guarantor to the employer in terms of the fixed or variable construction guarantee shall not prejudice the rights of the employer or contractor in terms of this agreement.

14.9 Should the contractor fail to furnish the security in terms of 14.2, the employer, in his sole discretion and without notification to the contractor, is entitled to change the contractor's selected form of security to that of a ten per cent (10%) payment reduction of the value certified in the payment certificate (excluding VAT), whereafter 14.7 shall be applicable.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

**16 A15.0 PREPARATION FOR AND EXECUTION OF THEWORKS**

Clause 15.0

Clause 15.1.1 is amended by replacing it with:

No Clause

Clause 15.1.2 is amended by replacing it with:

The security selected in terms of 14.0

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	<p>Clause 15.1 is amended by the addition of the following clause:                  15.1.4 An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty one (21) calendar days of commencement date.                  Clause 15.2.1 is amended by replacing it with the following clause:                  Give the contractor possession of the site within ten (10) working days of the contractor complying with the terms of 15.1.4                  Fixed:_____ Value related:_____ Time related:_____</p>	Item	
17	<p><b>A16.0 ACCESS TO THE WORKS</b>  <b>Clause 16.0</b>                  Fixed:_____ Value related:_____ Time related:_____</p>	Item	
18	<p><b>A17.0 CONTRACT INSTRUCTIONS</b>                  Clause 17.0                  Clause 17.1.11 is amended by deleting the words "and the appointment of nominated and selected subcontractors".                  Fixed:_____ Value related:_____ Time related:_____</p>	Item	
19	<p><b>A18.0 SETTING OUT OF THE WORKS</b>                  Clause 18.0                  Fixed:_____ Value related:_____ Time related:_____</p>	Item	
20	<p><b>A19.0 ASSIGNMENT</b>                  Clause 19.0                  Fixed:_____ Value related:_____ Time related:_____</p>	Item	
21	<p><b>A20.0 NOMINATED SUB-CONTRACTORS</b>                  Clause 20.0                  Clause 20.1.3 is amended by replacing it with the following:                  No Clause                  Note: See item B9.1 hereinafter for adjustment of attendance on nominated subcontractors executing work allowed for under provisional sums.                  Fixed:_____ Value related:_____ Time related:_____</p>	Item	
	<p style="text-align: right;">Carried to Collection</p>	R	<hr/> <hr/>
	<p>Bill No. 1                  Preliminaries</p>		

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22 **A21.0 SELECTED SUBCONTRACTORS**

Clause 21.0  
 Clause 21 is amended by replacing it with:  
 No Clause  
 Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

23 **A22.0 EMPLOYER'S DIRECT CONTRACTORS**

Clause 22.0  
 Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

**A23.0 CONTRACTOR'S DOMESTIC SUBCONTRACTORS**

**Clause 23.0**  
**Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_**

24 **COMPLETION**

Item

25 **A24.0 PRACTICAL COMPLETION**

Clause 24.0  
 Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

26 **A25.0 WORKS COMPLETION**

Clause 25.0  
 Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

27 **A26.0 FINAL COMPLETION**

Clause 26.0  
 Clause 26.1.2 is amended by inserting "#" next to 26.1.2  
 Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

28 **A27.0 LATENT DEFECTS LIABILITY PERIOD**

Clause 27.0  
 Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

29 **A28.0 SECTIONAL COMPLETION**

Clause 28.0  
 Fixed:\_\_\_\_\_ Value related:\_\_\_\_\_ Time related:\_\_\_\_\_

Item

30 **A29.0 REVISION OF DATE FOR PRACTICAL COMPLETION**

Clause 29.0  
 Clause 29.2.5 is amended by replacing it with:  
 No clause

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	Fixed:_____ Value related:_____ Time related:_____	Item	
31	<b>A30.0 PENALTY FOR NON-COMPLETION</b>		
	Clause 30.0		
	Fixed:_____ Value related:_____ Time related:_____	Item	
32	<b>PAYMENT</b>	Item	
33	<b>A31.0 INTERIM PAYMENT TO THE CONTRACTOR</b>		
	Clause 31.0		
	Clause 31.5.2 is amended by replacing "14.7.1" with "14.0"		
	Clause 31.8 as amended by replacing it with the following two alternative clauses: Alternative A		
	31.8(A) Where a security is selected in terms of 14.1; 14.5 or 14.6, the value of the works in terms of 31.4.1 and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:		
	31.8(A).1 Ninety five per cent (95%) of such value in interim payment certificates issued up to the date of practical completion.		
	31.8(A).2 Ninety seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion.		
	31.8(A).3 Ninety nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6.		
	31.8(A).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.		
	Alternative B		
	31.8(B) Where security is a payment reduction in terms of 14.7 has been selected, the value of the works in terms of 31.4.1		
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and materials and goods in terms of 31.4.2 shall be certified in full. The value certified shall be subject to the following percentage adjustments:

31.8(B).1 Ninety per cent (90%) of such value in interim payment certificates issued up to the date of practical completion.

31.8(B).2 Ninety seven per cent (97%) of such value in interim payment certificates issued on the date of practical completion and up to but excluding the date of final completion.

31.8(B).3 Ninety nine per cent (99%) of such value in interim payment certificates issued on the date of final completion and up to but excluding the final payment certificate in terms of 34.6

31.8(B).4 One hundred per cent (100%) of such value in the final payment certificate in terms of 34.6 except where the amount certified is in favour of the employer. In such an event the payment reduction shall remain at the adjustment level applicable to the final payment certificate.

Clause 31.12 is amended by deleting the following:

Payment shall be subject to the employer giving the contractor a tax invoice for the amount due.

Payment shall be subject to the submission of a monthly contractors report by the contractor.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

**34 A32.0 ADJUSTMENT TO THE CONTRACT VALUE**

Clause 32.0

Clauses 32.5.1, 32.5.4 and 32.5.7 are amended by the addition of the following at the end of the sentence:

"due to no fault of the contractor"

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

**35 A33.0 RECOVERY OF EXPENSE AND LOSS**

Clause 33.0

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

**36 A34.0 FINAL ACCOUNT AND FINAL PAYMENT**

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	<p>Clause 34.0                  Clause 34.1 is amended by removing "#" next to 34.1                  Clause 34.2 is amended by inserting "#" next to 34.2                  Clause 34.8 is amended by deleting the words "where security as a fixed construction guarantee in terms of 14.4 has been selected or where payment reduction has been applied in terms of 14.7.1"                  Clause 34.13 is amended by replacing "seven (7) calendar days" with "twenty one (21) calendar days" and deleting the words "subject to the employer giving the contractor a tax invoice for the amount due".                  Fixed:_____ Value related:_____ Time related:_____</p> <p>37 A35.0 PAYMENT TO OTHER PARTIES                  Clause 35.0                  Fixed:_____ Value related:_____ Time related:_____</p> <p>38 CANCELLATION</p> <p>39 A36.0 CANCELLATION BY EMPLOYER -CONTRACTOR'S DEFAULT                  Clause 36.0                  Clause 36.1 is amended by the addition of the following clauses:                  36.1.3 refuses or neglects to comply strictly with any of the conditions of contract.                  36.1.4 estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa.                  36.1.5 in the judgement of the employer, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.                  Clause 36.3 is amended by removing the reference to "No clause" and replacing the words "principal agent" with "employer".                  Clause 36.0 is amended by the addition of the following clause:                  36.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or</p> <p style="text-align: right;">Carried to Collection</p>	<p>Item</p> <p>Item</p> <p>Item</p>	<p></p> <p></p> <p></p>
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	<p>for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.</p> <p>Fixed:_____Value related:_____Time related:_____</p> <p>40 A37.0 CANCELLATION BY EMPLOYER - LOSS AND DAMAGE</p> <p>Clause 37.0</p> <p>Clause 37.3.5 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)". Clause 37.0 is amended by the addition of the following clause:</p> <p>37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right whatsoever.</p> <p>Fixed:_____Value related:_____Time related:_____</p> <p>41 A38.0 CANCELLATION BY CONTRACTOR -EMPLOYERS DEFAULT</p> <p>Clause 38.0</p> <p>Clause 38.5.4 is amended by replacing "ninety (90)" with "one-hundred and twenty (120)"</p> <p>Clause 38.0 is amended by the addition of the following clause:</p> <p>38.7 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the employer or the contractor; or for any reason whatsoever, the contractor shall on written instruction, discontinue with the works on a date stated and withdraw himself from the site. The contractor shall not be entitled to refuse to withdraw from the works on the grounds of any lien or right of retention or on the grounds of any other right</p>	<p>Item</p> <p>Item</p>	<hr/> <p>Carried to Collection</p> <hr/> <p>R</p> <hr/>
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	whatsoever Fixed: _____ Value related: _____ Time related: _____	Item		
42	A39.0 CANCELLATION - CESSATION OF THE WORKS Clause 39.0 Clause 39.3.5 is amended by the addition of the following at the end of the sentence: "within one hundred and twenty (120) working days of completion of such a report" Fixed: _____ Value related: _____ Time related: _____	Item		
43	DISPUTE	Item		
44	A40.0 DISPUTE SETTLEMENT Clause 40.0 Clause 40.2.2 is amended by replacing "one (1) year" with "three (3) years". Clause 40.6 is amended by removing the reference to: No clause Clause 40.7.1 is amended by replacing "(10)" with "(15)" and by the addition of the following: Whether or not mediation resolves the dispute, the parties shall bear their own cost concerning the mediation and equally share the costs of the mediator and related costs. Fixed: _____ Value related: _____ Time related: _____	Item		
45	SUBSTITUTE PROVISIONS	Item		
46	A41.0 STATE CLAUSES Clause 41.0 Fixed: _____ Value related: _____ Time related: _____	Item		
47	CONTRACT VARIABLES	Item		
	<b><u>THE SCHEDULE (C1.2 CONTRACT DATA)</u></b>			
48	A42.0 PRE-TENDER INFORMATION Clause 42.0 Tenderers are referred to the document C1.2 Contract Data for variables pertaining to this contract. Fixed: _____ Value related: _____ Time related: _____	Item		
	SECTION B: JBCC PRELIMINARIES			
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49	<p>B1.1 Definitions and interpretation</p> <p>See also clause A1.0 of Section A for additional and/or amended definitions which shall apply equally to this Section.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b><u>B2.0 DOCUMENTS</u></b></p>	Item
50	<p>B2.1 Checking of documents</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
51	<p>B2.2 Provisional bills of quantities</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
52	<p>B2.3 Availability of construction documentation</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
53	<p>B2.4 Interests of agents</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
54	<p>B2.5 Priced documents</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><b><u>New Subheading</u></b></p>	Item
55	<p>B2.6 Tender submission</p> <p>Clause 2.6 is amended by replacing "JBCC Form of Tender" with "Form of Offer and Acceptance (C1.1).</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
56	<p><b>B3.0 THE SITE</b></p>	Item
57	<p>B3.1 Defined works area</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
58	<p>B3.2 Geotechnical investigation</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
59	<p>B3.3 Inspection of the site</p> <p>Tenderers shall complete the Site Inspection Certificate included in the tender documents and return the same with the tender submission.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
60	<p>B3.4 Existing premises occupied</p>	
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		Amount
	Fixed: _____ Value related: _____ Time related: _____	Item
76	B6.1 Deposits and fees	
	Fixed: _____ Value related: _____ Time related: _____	Item
77	B6.2 Enclosure of the works	
	Fixed: _____ Value related: _____ Time related: _____	Item
78	B6.3 Advertising	
	Fixed: _____ Value related: _____ Time related: _____	Item
79	B6.6 Subcontractors' notice board	
	Fixed: _____ Value related: _____ Time related: _____	Item
80	B6.4 Plant, equipment, sheds and offices	
	Fixed: _____ Value related: _____ Time related: _____	Item
81	B6.5 Main notice board	
	Fixed: _____ Value related: _____ Time related: _____	Item
82	B6.6 Subcontractors' notice board	
	Fixed: _____ Value related: _____ Time related: _____	Item
83	B7.1 Location	
	Fixed: _____ Value related: _____ Time related: _____	Item
84	B7.2 Water	
	Fixed: _____ Value related: _____ Time related: _____	Item
85	B7.3 Electricity	
	Fixed: _____ Value related: _____ Time related: _____	Item
86	B7.4 Telecommunication facilities	
	Fixed: _____ Value related: _____ Time related: _____	Item
87	B7.5 Ablution facilities	
	Fixed: _____ Value related: _____ Time related: _____	Item
88	B8.1 Responsibility for prime cost amounts	
	Fixed: _____ Value related: _____ Time related: _____	Item
89	B9.1 General attendance	
	Fixed: _____ Value related: _____ Time related: _____	Item
90	B9.2 Special attendance	
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103	B11.8 Vermin Fixed: _____ Value related: _____ Time related: _____	Item		
104	B11.9 Overhand work Fixed: _____ Value related: _____ Time related: _____	Item		
105	B11.10 Instruction manuals and guarantees Fixed: _____ Value related: _____ Time related: _____	Item		
106	B11.11 As built information Fixed: _____ Value related: _____ Time related: _____	Item		
107	B11.12 Tenant installations Fixed: _____ Value related: _____ Time related: _____	Item		
	<b><u>B11.0 GENERAL</u></b>			
	<b><u>B12.0 SCHEDULE OF VARIABLES</u></b>			
108	B12.1 Schedule of variables Fixed: _____ Value related: _____ Time related: _____	Item		
109	12.2 POST TENDER INFORMATION	Item		
110	12.2.1 Payment of preliminaries	Item		
	<b><u>Section C contains specific preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item</u></b>			
	<b><u>Confidentiality (Clause C1).</u></b>			
	<b><u>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed Should any part of the drawings not be clearly intelligible to the tenderer he shall before submitting his tender, obtain clarification in writing from the principal agent.</u></b>			
111	C1 CONTRACT DRAWINGS The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and			
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	<p>extent of the works and the manner in which they are to be executed.</p> <p>Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
112	<p><b>C2 GENERAL PREAMBLES</b></p> <p>The document "Specification of Materials and Methods to be used (PW371)" is obtainable on the Department's website (<a href="http://www.publicworks.gov.za/under">http://www.publicworks.gov.za/under</a> "Consultants Guidelines") and shall be read in conjunction with the bills of quantities and be referred to for the full descriptions of work to be done and materials to be used. The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Preambles and in any supplementary preambles.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
113	<p><b>C3 TRADE NAMES</b></p> <p>Wherever a trade name for any product has been described in the bills of quantities, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders.</p> <p>If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
114	<p><b>C4 IMPORTED MATERIALS AND EQUIPMENT</b></p> <p>Where imported items are listed in the tender documents, the tenderer shall provide all the information called for, failing which</p>		
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the price of any such item, materials or equipment shall be excluded from currency fluctuations. (refer to Schedule of Imported Materials and Equipment DPW-23(EC) to be completed by tenderer).

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provisions.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

115 C5 CONTRACT INSTRUCTIONS

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

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

116 C6 SITE LEVELS

Before commencement of the works the Contractor shall carry out and provide the Principal Agent for approval a survey of the existing site levels in sufficient detail to enable the preparation of a final account.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

117 C7 UNAUTHORISED PERSONS ON SITE

The Contractor shall not permit unauthorised persons onto and workmen to lodge on the site.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

Item

118 C8 PLANT AND LABOUR RECORD

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

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119	<p>excluding hand tools, currently used on the works.                      Fixed: _____ Value related: _____ Time related: _____</p> <p><b>C9 USE OF LOCAL LABOUR FROM THE EMPLOYER'S AREA OF OPERATION</b></p> <p>It is a requirement of the contract that the work be executed in such a manner as to maximise the use of local labour in order to provide the local community with employment opportunities. It is a specific requirement of this tender that the successful tenderer employs, in consultation with the Employer's representative, unemployed persons from the ranks of the local communities and the immediate surroundings, who possess the appropriate skills required for a contract of this nature.</p> <ul style="list-style-type: none"> <li>- In order to achieve the recruitment of local labour, the Employer' representative will establish, a database of unemployed persons, indicating their specialised training, previous experience and employment, etc. The successful tenderer will be required to directly employ suitable persons recruited from the employer's database and ensure that all legislative requirements regarding their employment are complied with and provide the Employer with the necessary documentary proof, if required.</li> <li>- The Contractor is required to produce weekly records suitably detailed to enable the Employer's representative to monitor the achievement of the required local labour.</li> <li>- The Contractor is required to provide informal skills training so that the required standard of workmanship is maintained.</li> <li>- With respect to Labour, the minimum rate for any and all workers contracted for this project shall be between R170 to R250 per day.</li> </ul> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item
120	<p><b>C10 COMMUNITY LIASON OFFICER</b></p> <p>It is a requirement of this Contract that a Community Liaison Officer (CLO) be appointed for the contract. The function of the CLO shall be to represent the local community in matters</p>	Item
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concerning the use of local labour on the works and to assist with and facilitate communication between the Contractor, the Employer and the local communities. It must be noted that the date of commencement of temporary employment of the CLO shall be no later than the date of commencement of the Contract. The identification of the approved CLO to be appointed by the Contractor under the Contract shall be resolved by the Contractor and the particular Ward Councillors in collaboration with the Local Communities.

It will be required, therefore, that the successful Tenderer (i.e. the Contractor) enter into a contract for the employment of the above-mentioned CLO. The Contract must set out, inter alia, the agreement between the parties, the duties and conditions of employment of the CLO, etc. The said contract will be between the Contractor and the CLO.

A separate item, subject to re-measurement, has been scheduled in Section 6 - Provisional Sums - to cover the direct costs associated with the CLO. The sum allowed is not to be exceeded.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

121 C11 GUARANTEES

Where guarantees are called for, the Contractor shall obtain a written guarantee, addressed to the Employer, from the firm supplying the materials and/or doing the work and shall deliver same to the Principal Agent no later than the works completion date. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the final completion dated and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the Principal Agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the Contractor. The

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	<p>Principal Agent shall be the sole judge of the cause responsible for defect of the works and his decision shall be final and binding in terms of clause 40.2 of the agreement.                  Fixed: _____ Value related: _____ Time related: _____</p>	Item	
122	<p><b>C12 WARRANTIES FOR MATERIAL AND WORKMANSHIP</b>                  Where warranties for materials and/or workmanship are called for, the Contractor shall obtain a written warranty, addressed to the Employer, from the firm supplying the materials and/or doing the work and shall deliver same to the Principal Agent on the certified practical completion of the contract The warranty shall state that workmanship, materials and installation are warranted for a specified period from the date of final completion and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice to do so. The warranty will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the Contractor.                  Fixed: _____ Value related: _____ Time related: _____</p>	Item	
123	<p><b>C13 OVERTIME</b>                  Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the Contractor unless the Principal Agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the Employer.                  Fixed: _____ Value related: _____ Time related: _____</p>	Item	
124	<p><b>C14 CO-OPERATION OF CONTRACTOR FOR COST MANAGEMENT</b>                  It is specifically agreed that the Contractor accepts the</p>		
	<p style="text-align: right;">Carried to Collection</p>	<b>R</b>	

Amount

		Item	Amount
	<p>obligation of assisting the agents in implementing proper cost management on this project. The Contractor will be advised by the Principal Agent of all cost management procedures which will be implemented to ensure that the final account does not exceed the budget.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
125	<p><b>C15 HIV/AIDS AWARENESS</b></p>		
	<p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (PW1544) of the Department that must be read together with and is deemed to be incorporated under this Section of the bills of quantities. Provision for pricing of HIV/AIDS awareness is made under items C15.1 to C15.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of Clause A 31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.</p>	Item	
126	<p><b>C15.1 AWARENESS CHAMPION</b></p>		
	<p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item	
127	<p><b>C15.2 AWARENESS WORKSHOPS</b></p>		
	<p>Selection and appointment of a competent Service Provider</p>		
	<p>Bill No. 1 Preliminaries</p>		

Carried to Collection

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Amount

	<p>approved by the principal agent, provision of a Service Provider Workshop Plan and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification. Fixed: _____ Value related: _____ Time related: _____</p>	Item	
128	<p>C15.3 POSTERS, BOOKLETS, VIDEOS, ETC. Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification. Fixed: _____ Value related: _____ Time related: _____</p>	Item	
129	<p>C15.4 ACCESS TO CONDOMS Provision and maintenance of condom dispensers fixed in position, including male and female condoms, replenishing male and female condoms on a daily basis as required for the duration of the construction period, all in accordance with the HIV/AIDS Specification Fixed: _____ Value related: _____ Time related: _____</p>	Item	
130	<p>C15.5 MONITORING Monitoring HIV/AIDS awareness of workers, providing the principal agent with access to information including making available all reports, thoroughly completed and reflecting the correct information, for the duration of the construction period and close out, all in accordance with the HIV/AIDS Specification. Fixed: _____ Value related: _____ Time related: _____</p>	Item	
131	<p>C16 OCCUPATIONAL HEALTH AND SAFETY ACT The contractor shall comply with all the requirements set out in</p>		
		R	<hr/> <hr/>
	<p style="text-align: right;">Carried to Collection</p>	R	



Amount

the Construction Regulations, 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities.

The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delay of payment.

Provision for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

132 C17 EMPLOYMENT AND TRAINING OF YOUTH WORKERS

The Contractor shall identify youth workers and employ them at the statutory labour rates for a minimum period of 6 months and train them.

The Contractor shall avail the services his foreman to act as their construction supervisor. This foreman will be responsible for continuously monitoring the progress of the youth workers and to address questions and issues that may arise from the youth workers.

A separate item, subject to re-measurement, has been

Item

Carried to Collection

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Amount

scheduled in Section 6 - Provisional Sums - to cover the direct costs associated with training. The sum allowed is not to be exceeded.

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_ Time related: \_\_\_\_\_

133

**C18 CONSTRUCTION QUALITY MANAGEMENT AND QUALITY MONITORING**

The IA shall require the PA and PSPs to specify in the contract for the construction of the works that:

- (1) The Contractor shall submit with his/her tender a Construction Quality Management Plan (CQMP). This plan shall include the name and CV of the individual who will be responsible for construction quality management on site. This person shall be a different person from the Contractor's site representative (JBCC clause 6.0). The CQMP shall, among others, provide details of how the representative of the PA responsible for the specific discipline will interface with the quality management function of the contractor.
  - (2) The PA shall submit, for approval by the IA a CQMP before construction commences.
  - (3) The IA shall submit both the CQMP prepared by the contractor and construction quality monitoring plan prepared by the IA to the DBE for approval before the site is handed over to the contractor for construction.
- Should the quality plans not be to the satisfaction of the DBE, the DBE may request an update of the plans to be submitted within five (5) working days. The DBE will apply internationally accepted criteria for the review of the quality plans.
- Should the quality plans not be to the satisfaction of the DBE after a further request, the DBE will have the right:-
- (a) to prescribe to the IA and the PA the quality procedures to follow; or
  - (b) to cancel the contracts of the IA, the PSPs and the contractor with the right to recover any relevant cost if the IA fails to follow quality procedures as set out under (1) above.

Item

Carried to Collection

R

Amount

Fixed: \_\_\_\_\_ Value related: \_\_\_\_\_

Time related: \_\_\_\_\_

Item

134 C19 MENTOR / MENTORING FOR SMME'S

Provision for pricing for the procurement, mentoring and management of SMME'S on the Department of Roads and Public Works database.

Time related: \_\_\_\_\_

Item

Carried to Collection

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**BILL NO. 1**  
**PRELIMINARIES**  
**COLLECTION**

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Carried to Summary

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	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 2</u></b>				
<b><u>ALTERATIONS</u></b>				
<b><u>DEMOLITIONS</u></b>				
<b><u>Temporary barricades, screens, roofs, etc including removal</u></b>				
1	Item			
Removing of all damaged electrical fittings and appliances				
2	Item			
Disconnecting of electricity and connections				
<b><u>REMOVAL OF EXISTING WORK</u></b>				
<b><u>Breaking up and removing unreinforced concrete</u></b>				
3	m <sup>3</sup>	3		
Steps				
4	m <sup>2</sup>	15		
150 mm Thick surface beds				
<b><u>Taking out and removing doors, windows, etc from brickwork to be demolished</u></b>				
5	No.	13		
Timber single door and frame not exceeding 2,5m				
6	No.	12		
Glazed steel window exceeding 2,5m and not exceeding 5m				
<b><u>Taking down and removing roofs, floors, panelling, ceilings, partitions, etc</u></b>				
7	m <sup>2</sup>	426		
Gypsum plasterboard ceilings, including timber brandering, cornices, etc				
<b><u>Taking out and removing sundry joinery work, fittings, etc</u></b>				
8	No.	1		
Timber wall cupboard 2500 x 420 x 1100 mm high				
<b><u>Taking up and removing wood block floor coverings, vinyl floor coverings, carpets, etc and preparing screeds for new floor coverings</u></b>				
9	m <sup>2</sup>	158		
Floor covering				
<b><u>Scrape wall, screeds, plaster, etc from concrete or brickwork and preparing surfaces for new screed, plaster, tile finishes, etc</u></b>				
10	m <sup>2</sup>	470		
Internal and external walls				
			R	
Carried to Collection				
Bill No. 2				
Alterations				

	Unit	Quantity	Rate	Amount
<b><u>Hacking up/off and removing ceramic tiles including removing mortar bed or adhesive from concrete or brickwork and preparing surfaces for new screed, plaster, tile finish, etc</u></b>				
11	Tiles to floors	m <sup>2</sup>	38	
<b><u>Taking out and removing piping, including cutting off as necessary, holderbats and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u></b>				
12	Shower fittings with all other connections	No.	3	
<b><u>Taking out/off and removing glass and mirrors</u></b>				
13	Vitreous china WC pan with flush valve and flush pipe	No.	4	
<b><u>Taking out and removing sanitary fittings, tanks, geysers, etc. including disconnecting from pipes, traps, etc and making good floor and wall finishes (making good tiling and paintwork elsewhere)</u></b>				
14	Vitreous china wash hand basin	No.	3	
<b><u>Breaking out for and forming plain openings through brick walls, including prestressed concrete lintels, making good cement plaster on both sides and into reveals and with 20 MPa concrete thresholds with steel trowelled finish (making good paintwork elsewhere)</u></b>				
15	Opening 1800 x 2300 mm high through One brick wall	No.	1	
<b><u>Making good internal cement plaster</u></b>				
16	Walls in patches	m <sup>2</sup>	68	
Carried to Collection				
				R

Amount

**BILL NO. 2**  
**ALTERATIONS**  
**COLLECTION**

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Carried to Summary

R

Bill No. 2  
Alterations





	Unit	Quantity	Rate	Amount
<b><u>Risk of collapse of excavations</u></b>				
7	Sides of bulk excavations not exceeding 1,5m deep	m <sup>2</sup>	233	
<b><u>Keeping excavations free of water</u></b>				
8	Keeping excavations free of water other than subterranean water	Item		
<b><u>FILLING ETC</u></b>				
<b><u>Earth filling obtained from the excavations (not compacted)</u></b>				
9	In prescribed stock piles on site	m <sup>3</sup>	39	
10	Over site to make up levels	m <sup>3</sup>	17	
<b><u>TESTS</u></b>				
<b><u>Prescribed tests to determine degree of compaction or other properties of ground or filling</u></b>				
11	Modified AASHTO Density test	No.	4	
Carried to Collection			R	

Amount

**BILL NO. 3**  
**EARTHWORKS**  
**COLLECTION**

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Carried to Summary

R

	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 4</u></b>				
<b><u>CONCRETE, FORMWORK AND REINFORCEMENT</u></b>				
<b><u>REINFORCED CONCRETE CAST ON/IN FORMWORK</u></b>				
<b><u>25MPa 10mm concrete</u></b>				
1	m <sup>3</sup>	48		
2	m <sup>3</sup>	69		
<b><u>TEST CUBES</u></b>				
User note				
<p>In lieu of the above the requirements in respect of quality control can be described and the total volume of concrete subject to control given in cubic meters (normally the reinforced concrete only). There are specialist companies who offer a control service based on a rate per cubic meter</p>				
<b><u>Test Cubes</u></b>				
3	No.	6		
<b><u>MOVEMENT JOINTS ETC</u></b>				
<b><u>Two layers of 375 micron dampproof course in slip joints between horizontal concrete and brick surfaces including cement mortar bed</u></b>				
4	m <sup>2</sup>	50		
<b><u>Expansion joints with 3mm impregnated softboard between vertical concrete and brick surfaces</u></b>				
5	m	16		
<b><u>Saw-cut joints</u></b>				
6	m	20		
<b><u>Vertical construction joints through concrete including thick cement slurry to one face</u></b>				
7	m	10		
<b><u>Fabric reinforcement</u></b>				
User Note				
Carried to Collection				
			<b>R</b>	
Bill No. 4				
Concrete, Formwork And Reinforcement				

	Unit	Quantity	Rate	Amount
The following types of fabric reinforcement are normally specified: Types 100, 193, 245, 311 and 395				
8 Ref 193 fabric reinforcement in concrete slabs etc	m <sup>2</sup>	405		
Carried to Collection			R	

Amount

**BILL NO. 4**  
**CONCRETE, FORMWORK AND REINFORCEMENT**  
**COLLECTION**

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Carried to Summary

R

	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 5</u></b>				
<b><u>MASONRY</u></b>				
<b><u>BRICKWORK</u></b>				
<b><u>The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document</u></b>				
Where sizes in descriptions are given in brick units, one brick shall represent the length and half brick the width of a brick				
The following preamble generally applies for works in hot and humid coastal areas				
<b><u>Bagged and sealed walls</u></b>				
Walls in two skins described as bagged and sealed shall be deemed to include having the outer face of the inner skin bagged with 1:6 cement and sand mixture and sealed with two coats bitumen emulsion waterproofing coating				
<b><u>Face bricks</u></b>				
Bricks shall be ordered timeously to obtain uniformity in size and colour				
<b><u>Pointing</u></b>				
Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc				
<b><u>BRICKWORK IN FOUNDATIONS (PROVISIONAL)</u></b>				
<b><u>Brickwork of NFP bricks in class II mortar</u></b>				
1	m <sup>2</sup>	448		
<b><u>Super Structure Brick work</u></b>				
2	m <sup>2</sup>	767		
3	m <sup>2</sup>	117		
<b><u>Turning pieces to lintels etc</u></b>				
4	m	38		
<b><u>Bagging of 1:3 cement and sand mixture</u></b>				
5	m <sup>2</sup>	34		
<b><u>2.5mm Brickwork reinforcement</u></b>				
6	m	1 350		
Carried to Summary			R	
Bill No. 5 Masonry				







Amount

**BILL NO. 6**  
**WATERPROOFING**  
**COLLECTION**

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	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 7</u></b>				
<b><u>ROOF COVERINGS</u></b>				
<b><u>ROOF COVERINGS. CLADDINGS. ETC</u></b>				
<b><u>IBR Iron Roof sheeting (IBR0at 5 degree in single length on 50 x 76 mm SA pine purlins at 600 mm center to centre on 38 x 114 mm timber rafter with insulation</u></b>				
1	m <sup>2</sup>	610		
<b><u>PROFILED FIBRE-CEMENT SHEETING AND ACCESSORIES (CPAP WORK GROUP NO. 122)</u></b>				
2	m	124		
3	m	63		
<b><u>Multi-layered reinforced double-sided aluminium foil sheeting in accordance with SANS 1381-4 with a mass of not less than 293g/m<sup>2</sup> and a Class I fire rating in accordance with SANS 0177-3</u></b>				
4	m <sup>2</sup>	610		
Carried to Summary			R	
Bill No. 7				
Roof Coverings				



	Unit	Quantity	Rate	Amount
<b><u>Decorative thermosetting plastic laminate covering</u></b>				
Laminate covering shall be glued under pressure and edge strips of same shall be butt jointed at junctions with adjacent similar finish				
<b><u>PLATE NAILED TIMBER ROOF TRUSS CONSTRUCTION ETC</u></b>				
<b><u>SUPPLEMENTARY PREAMBLES</u></b>				
Trusses are at maximum 300mm centres				
Roof covering is type A on purlins and battens				
Dimensions in descriptions of trusses are nominal and actual measurements are to be obtained from the architect/engineer and/or taken on site before design or fabrication commences				
<b><u>Sawn softwood grade A</u></b>				
1	No.	1		
Construction of administration roof size 435 m2 including rafters, timber purlins, nails etc				
2	No.	1		
construction of pink house roof size 15.90 m x 12.25 m including rafters, timber purlins, nails etc				
3	m	90		
56 x 76 mm purlins				
4	m	54		
114 x 38 mm rafter				
<b><u>SKIRTINGS</u></b>				
<b><u>Meranti Skirting</u></b>				
5	m	686		
19 x 76 mm Skirtings				
<b><u>DOORS ETC</u></b>				
<b><u>Hardwood Timber Door</u></b>				
6	No.	23		
900 x 2125 mm Braced Ledge Timber door with weather bar at the bottom, fixed to a double rebate galvanised steel door frame				
Carried to Collection			R	
Bill No. 8				
Carpentry And Joinery				

Amount

**BILL NO. 8**  
**CARPENTRY AND JOINERY**  
**COLLECTION**

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R







Amount

**BILL NO. 9**

**CEILINGS PARTITIONS AND ACCESS FLOORING**

**COLLECTION**

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Bill No. 9

Ceilings Partitions And Access Flooring

	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 10</u></b>				
<b><u>IRONMONGERY</u></b>				
<b><u>IRONMONGERY</u></b>				
The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document.				
<b><u>HINGES, BOLTS, ETC</u></b>				
<b><u>Manufactured by approved supply</u></b>				
1	m	68		
2	No.	11		
3	No.	2		
<b><u>CATCHES, CABIN HOOKS, ETC</u></b>				
<b><u>Manufactured by approved supplier</u></b>				
4	No.	12		
5	No.	14		
<b><u>LOCKS</u></b>				
6	No.	2		
<b><u>LETTERS, NAMEPLATES, ETC</u></b>				
7	No.	27		
<b><u>PELMETS AND CURTAIN TRACKS</u></b>				
<b><u>Metal Curtain Track</u></b>				
8	m	22		
<b><u>TOILET ROOM FITTINGS</u></b>				
9	No.	12		
Carried to Summary				R
Bill No. 10				
Ironmongery				



	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 12</u></b>				
<b><u>PLASTERING</u></b>				
<b><u>SCREEDS</u></b>				
<b><u>Screeds wood floated. on concrete</u></b>				
1	m <sup>2</sup>	278		
<b><u>INTERNAL AND EXTERNAL PLASTER</u></b>				
<b><u>Compo plaster steel trowelled. on brickwork</u></b>				
2	m <sup>2</sup>	752		
Carried to Summary			R	

	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 13</u></b>				
<b><u>TILING</u></b>				
<b><u>WALL TILING</u></b>				
<b><u>200 x 200 x 5mm White matt ceramic tiles on brickwork including cement plaster backing</u></b>				
1	m <sup>2</sup>	49		
2	m <sup>2</sup>	18		
<b><u>FLOOR TILING</u></b>				
Waterproof grout is normally used in showers, on balconies, etc. Epoxy grout is used in kitchens, butcheries, etc, where floors are frequently washed with detergents				
<b><u>300 x 300 x 5mm white porcelain floor tiles on mm bedding on concrete and flush pointed with tinted grout</u></b>				
3	m <sup>2</sup>	563		
4	m <sup>2</sup>	36		
5	m	468		
Carried to Summary			R	
Bill No. 13				
Tiling				

	Unit	Quantity	Rate	Amount
<b><u>BILL NO. 14</u></b>				
<b><u>PLUMBING AND DRAINAGE</u></b>				
The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document.				
<b><u>Servicing of existing Plumbing and Drainage duct</u></b>				
1	Item			
Provide the sum of R 2 000.00 for servicing of existing water and seware lines				
2	Item			
Profit				
<b><u>Manufactured by approved supplier</u></b>				
3	No.	1		
Disable toilet according to supplier specification				
4	No.	9		
450 x 280 mm white sanitaryware rounded basin with two semi punched tapholes , intergrated overflow, and chainstay hole through the centre semi punched taphole. Colour: White, supported on a floor mounted pedestal.				
5	No.	3		
Frank Model Projectline PLN611 Single Bowl Sink 800 x 460 x 140 mm manufactured from Grade 304 (18/10) Stainless steel sink with a pressed bowl 340 L x 370 W x 140 D mm supplied with 38 mm waste outlet complete with drain and rubber trap				
6	No.	7		
Vaal Sanitaryware vitreous china "Cottage" close coupled 900 outlet open rim washdown pan (code 771400) and matching 9 litre (code 711033) complete with lid and fitments. Supplied with a purpose made wooden seat with chrome hinges				
<b><u>RAINWATER DISPOSAL</u></b>				
<b><u>0.8 mm Gauge Aluminium gutters and rainwater pipes</u></b>				
7	m	184		
155 x 125 mm Half-round roof gutters				
8	m	56		
100 mm Diameter rainwater pipes				
9	No.	14		
Extra over gutter for Shoes				
10	No.	12		
Extra over gutter for stopped end				
11	No.	10		
Extra over gutter for angle				
12	No.	8		
Extra over rainwater pipe for eaves or plinth offset				
13	No.	12		
Spreader for 200 mm pipe 1 300mm long				
Carried to Collection			<b>R</b>	
Bill No. 14				
Plumbing And Drainage				









Amount

**BILL NO. 14**  
**PLUMBING AND DRAINAGE**  
**COLLECTION**

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Carried to Summary

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	Unit	Quantity	Rate	Amount
<p>Unless otherwise described paintwork on ceilings shall be deemed to be in the White colour group and paintwork on all other components shall be deemed to be in the Pastel colour group in accordance with the Natural Colour System (NCS) adopted by the SA National Standards</p>				
<p><b><u>ON NEW INTERNAL FLOATED PLASTER SURFACES</u></b></p>				
<p><b><u>One coat alkali resistant primer and two coats PVA emulsion paint for interior use</u></b></p>				
1	Walls	m <sup>2</sup>	767	
<p><b><u>ON NEW EXTERNAL FLOATED PLASTER SURFACES</u></b></p>				
<p><b><u>One coat alkali resistant primer and two coats superior quality acrylic emulsion paint for interior and exterior use</u></b></p>				
2	Walls	m <sup>2</sup>	767	
<p><b><u>ON EXISTING METAL SURFACES</u></b></p>				
<p><b><u>One coat alkyd based universal undercoat and one coat superior quality universal enamel paint</u></b></p>				
3	Door frames	m	58	
4	Windows	m	4	
Carried to Collection				
			<b>R</b>	

Amount

**BILL NO. 16**  
**PAINTWORK**  
**COLLECTION**

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Amount

**BILL NO. 17**  
**PROVISIONAL SUMS**

**PROVISIONAL SUMS**

The Tenderer is referred to the relevant Clauses in the separate Supplementary Preambles hereunder and Department of Public Works PW371 document.

**General**

Work for which budgetary allowances are provided will be measured and valued in accordance with the relevant

building agreement and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances

Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned

Provisional sums are for material and equipment supplied and installed complete by firms of specialists

**Profit**

Where stated, the contractor may allow for profit if required

**General attendance on nominated/selected subcontractors**

The item 'attendance' which follows each provisional sum for nominated/ selected subcontractors' work, shall be deemed to cover all the contractor's costs incurred in providing free of charge to the nominated/ selected subcontractors the contractor's duties as described in clause 12.2 of the JBCC N/S Subcontract Agreement

**Special attendance on nominated/selected subcontractors**

Where 'special attendance' such as unloading, storing, placing in position, providing special power supplies, specific hoisting, crane and scaffolding requirements, provision of temporary casing and/or other specific protection of the works, special security and clearing away rubbish is required, a separate item describing the specific requirements in detail is to be provided for the pricing of such requirements

**Builder's work**

Builder's work in connection with specialist services is given elsewhere in these bills of quantities

**BUDGETARY ALLOWANCES**

**Back up Water Tanks**

- 1 Provide the sum of R20 000.00 for constructing 2 water tank stand and erecting 5000 litre water tank

Item	20 000	00
------	--------	----

Carried to Collection

R

Bill No. 17  
 Provisional Sums

		Amount
<b><u>Sundry building work</u></b>		
2	Provide the sum of R 50 000.00 for Installation of Steel strong room door with all cavity walls required to support the strong room door	Item 50 000 00
3	Profit	Item 5 000 00
4	Attendance	Item 5 000 00
<b><u>General Electrical installation</u></b>		
5	Provide the sum of R 450 000.00 for General Electrical installation	Item 450 000 00
6	Profit	Item
7	Attendance	Item
<b><u>Upgrade of Water supply system</u></b>		
8	Provide the sum of R 200 000.00 for Upgrade of Water supply system including pipe work and	Item 200 000 00
9	Profit	Item
10	Attendance	Item
<b><u>Movable and Fixed Furniture</u></b>		
11	Provide the sum of R80 000.00 for Movable and Fixed Furniture	Item 80 000 00
12	Profit	Item
13	Attendance	Item
<b><u>Air-conditioning installation etc</u></b>		
14	Provide the sum of R 100 000.00 for air-conditioning, ventilation and heating installation	Item 100 000 00
15	Profit	Item
16	Attendance	Item
<b><u>Parking Area</u></b>		
17	Provide the sum of R 250 000.00 for parking area dedicated for vistors and staff	Item 250 000 00
18	Profit	Item
19	Attendance	Item
<b><u>Appointment of Community Liaison Officer</u></b>		
20	Provide the sum of R 36 000.00 for Appointment of Community Liaison Officer	Item
21	Profit	Item
Carried to Collection		<b>R</b>
Bill No. 17		
Provisional Sums		





Amount

**BILL NO. 17**  
**PROVISIONAL SUMS**  
**COLLECTION**

Page No

Brought Forward from Page

69

70

71

Carried to Summary

R



	Brought from Previous	Amount
	R	
<p>ADD: CONTINGENCIES</p>		
<p>Allow 10% for contingencies, to be used by the Principal Agent in terms of Clause 17 of the Principal Building Agreement.</p>	R	
<p>Subtotal excluding Value Added Tax</p>		
<p>ADD VAT @ 15%:</p>		
<p>Carried to Tender</p>	R	
<p>SUMMARY</p>		

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**EASTERN CAPE PARKS & TOURISM AGENCY**

**CONTRACT NO: 21/FY/23**

**UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND WATER  
RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE.**

**2. PART C3: SCOPE OF THE WORKS**

---

Contractor	Witness 1	Witness 2	Employer	Witness 1	Witness 2

C3.2



## C.3 SCOPE OF WORK

### UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE.

#### C.3.1 PROJECT SPECIFICATIONS

##### 1 DESCRIPTION OF THE WORKS

##### 1.1 Employer's objectives

The employer's objective is to upgrade the Mkhambathi Nature Reserve's Administration Block and Water Reticulation System.

##### 1.2 Overview of the works

The work comprises of Upgrading Administration Block and Water Reticulation System.

#### Extent of the works

The works comprise the following main activities:

- Preliminary and General which includes site establishment – Establish all plant and equipment, offices, etc. to carry out the works as described below and shown on the drawings and listed in the Bill of Quantities.

#### Repairs to existing structure:

- Replacement of leaking asbestos roof covering
- Removal of old HVAC units
- Replacing of old electrical fitting with new energy saving fittings
- New ceiling and joinery fittings
- Repainting of structure both internal and external walls to match the coming extension

#### Upgrades and alterations to include the following

- Reception with a waiting area facing the parking.
- Eight offices
- Administration office big enough to accommodate cabinet files and must have a strong room for safe keeping of admin staff and a safe
- A boardroom to accommodate up to 30 people.
- Kitchen
- An ablution facility comprising of three toilets for ladies and two toilets for males.
- A storage facility

#### Upgrades to water reticulation system

- Provision of special sand to purify water for consumption for the three water tanks
- Replacement of 5 air valves for the water tanks.
- Replacement of 4 kms asbestos water pipe with PVC 90mm pipe.

#### Site de-establishment and cleaning up.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### 1.3 Location of the works

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

NAME	CO-ORDINATES	
MKHAMBATHI Nature Reserve	-31.276S	29.984E

### 1.4 Temporary works (Decanting)

The contractor shall provide temporary structures to accommodate staff for the duration of the project

### 1.5 Occupational Health And Safety

The contractor needs to study the following documents:

- Occupational Health and Safety Act, 1993
- Asbestos Regulations, 2001
- Construction Regulations, 2014
- 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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

## **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

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 endeavor 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:

<b>SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works</b>	
<b>Clause</b>	<b>Specification data</b>
<b>Essential data</b>	
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 Jonathan Magabatela working under Afroteam Consultants
4.3.1	The planning, programme and method statements are to comply with the following: 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) <b>Site office</b> which shall be used for site meetings and for the contractor's use. Such an office shall comprise a minimum of 20m<sup>2</sup> in area and 3 m high, be ventilated, have good lamination, must be reasonably sound proof, 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 employer's representatives:</p> <ul style="list-style-type: none"> <li>- 15 Hardhats for employer's representatives visiting the site</li> <li>- 15 Safety (High visibility) jackets for employer representatives visiting the site</li> </ul>
4.14.5	<p>The Contractor is required to provide latrine and ablution facilities for the exclusive use of the professional team and client</p>
4.14.6	<p>The requirements for the provision and erection of separate sign boards for contractor and subcontractors are:</p> <p>1) The boards must comply with the official standard type 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

<b>Additional clauses</b>	
---------------------------	--

**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 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><b>Stone pitching and rubble concrete masonry</b></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><b>Manufactured Elements</b></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: <a href="http://www.hwseta.org.za">www.hwseta.org.za</a>.</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 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 keep unauthorized persons from the works at all times. 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 15<sup>th</sup> of each month to be assessed for payments. The payment certificate will be issued no later than the 25<sup>th</sup> 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

# CLIENTS' SAFETY, HEALTH AND ENVIRONMENT SPECIFICATIONS

**UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK  
AND WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE  
RESERVE. BID NO: 21/FY/23**

**Prepared By AFROTEAM CONSULTANTS**



**And**

**Managed On Behalf of the Eastern Cape Parks & Tourism Agency**



**Closing Date: \_\_\_\_\_**

**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 Cape 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 Labor 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 Principle 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 Principle 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 labor.

The Contractor shall confirm in writing that he has familiarized 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 familiarized 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 thus 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 recognized 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:

<b>CV</b>	Construction Vehicle
<b>EMS</b>	Emergency Medical Services
<b>FPP</b>	Fall Protection Plan
<b>HSF</b>	Health & Safety File
<b>HSS</b>	Health & Safety Specification
<b>MP</b>	Mobile Plant
<b>MSD</b>	Material Safety Data Sheet
<b>OH&amp;S</b>	Occupational Health & Safety
<b>OSHACT</b>	Occupational Health and Safety Act 85 of 1993
<b>PC</b>	Principle Contractor
<b>PPE</b>	Personal Protective Equipment
<b>SABS</b>	South Africa Bureau of Standards
<b>SWP</b>	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.

Eastern Cape Parks & Tourism through the DEDEAT- Economic Stimulus Fund will do construction works as follow:

The Scope of Works are as follows:

- Upgrades and alterations to the existing administration building
- Upgrades to the water reticulation system
- New Ablution Facilities
- Roof Work
- Electrical Works
- Civil Works
- Asbestos Removal
- Mechanical Works
- Paving
- Fencing

Scope of Works	Potential Hazards of Scope
Establishment of Site	Site Entrance, Fencing, Security, housekeeping, vehicle and equipment movement and off loading
Electrical work	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 conservancy tank	Manual Labour Ergonomics Diseases
New Building Works	Open trenches Brick works, Excavation, Working at heights, Concrete works, plastering,

Removal of asbestos roof sheets and Installation of new Roof Sheets

Working at Heights  
Asbestos inhalation  
Ergonomics  
Cuts from Roof sheets  
Fall and trips  
Ladder work  
Weather Conditions  
Life line (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

### 3.2. Project Location

The work will be done at the MKHAMBATHI Nature Reserve which can be accessed by travelling along R61 south of Port Edward towards Flagstaff then follow signposted gravel road to the site just before flagstaff.

The coordinates of the are given below.

- Latitude: -31.276"S
- Longitude: 29.984"E

The figure below, shows the layout of the area around the MKHAMBATHI Nature Reserve

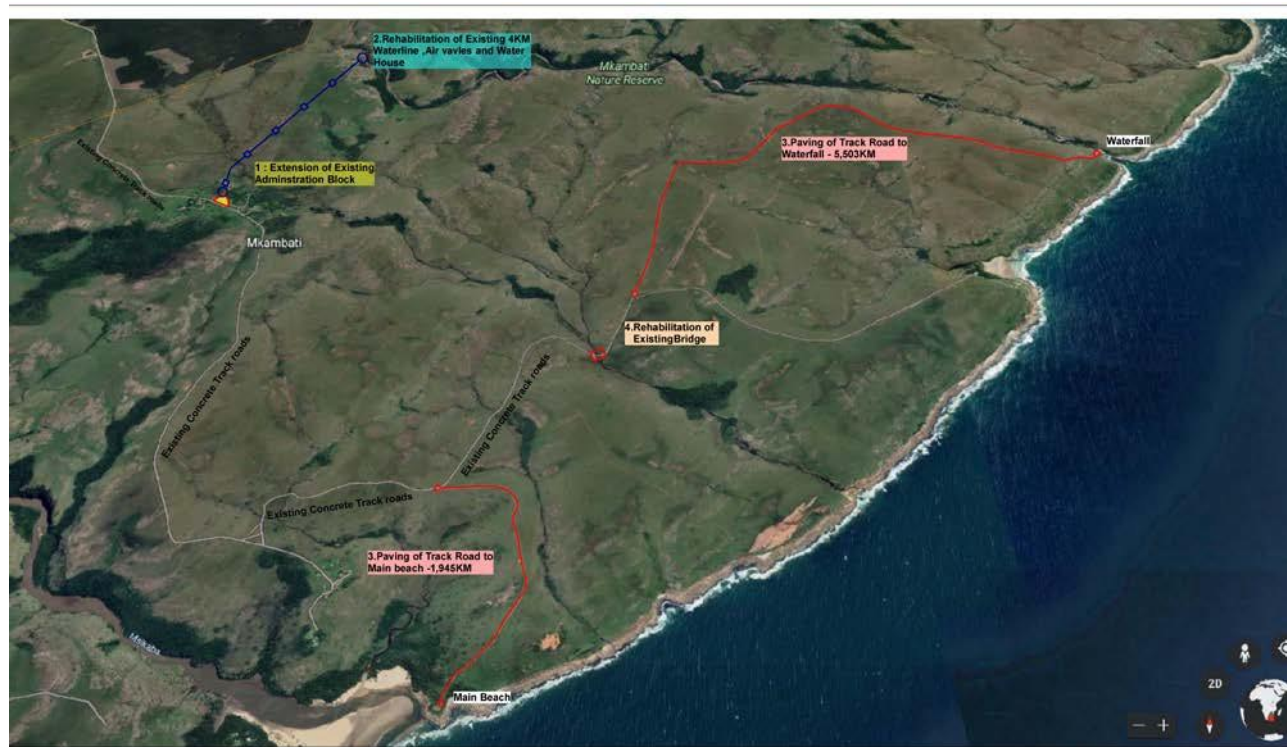


Fig 1: MKHAMBATHI Nature Reserve

## 4. CONTRACTORS AND SUB-CONTRACTORS

### 4.1. Principle Contractor and Contractors' Requirements Construction Regulations 7

Eastern Cape Parks & Tourism Agency shall 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 Cape 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 Principal 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 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 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 Principle 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:

- Principal 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.
- Principal 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;
- Principal 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;
- Principal 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;
- The Principal Contractors 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 unless 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 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)
- Medical certificates of fitness for all employees

#### 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. 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 organization's Health and Safety Policy signed by their Chief Executive Officer. Each policy must include a description of the organization and state the Health and Safety objectives and how they will be achieved and implemented by the organization. Copies of these policies shall be attached to the Health and Safety plan and communicated to all worker. 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 fulfill 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

Principle Contractor and all contractors must prepare an organogram, outlining the site health & safety management structure and the 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 principal contractor shall 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. The PC must monitor, review and update all employees' information relevant to the project and ensure that limited access is available to employee personal details. No personal information shall 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.
- Principal 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 conduction the construction site specific risk assessment. Reference from CR.9

\*See Annexure E for Baseline Risk assessment.

## 5.10. Record Keeping

Principal 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 all sub-contractors keep and maintain their own health & safety file. Such sub-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

The Principal 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

➤ Painting

- Plastering
- Roof Work
- Electrical Works
- Tiling
- Working at Heights
- Installation of Steel Security Bars
- Internal Wall finishing's,
- Waste management
- Aluminum Windows
- Ablutions Facilities
- Demolition Work
- Fencing
- Concrete Works
- Excavation
- Ceiling
- Paving
- Removal of Asbestos
- Water reticulation system upgrade
- 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 Principal 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 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, labour records, copies 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

Emergency procedures shall include, but shall not be limited to fire, spills, accidents, 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 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

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 3 years' experience in their specific field:

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

## 6.2. Construction Health & Safety Officer (CR 8.5)

Full time OHS Officer with more than 3 years relevant experience in the building environment, which is registered with SACPCMP will be on site.

## 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 Contractor 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.

## 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 Principle 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 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 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

The principal contractor will commit to environment friendly work procedures and shall draft an environmental management plan outlining how the contractor shall manage the environment during construction period. A separate environmental management specification is provided outlining environmental responsibilities of the appointed contractor for this project. The PC shall adhere to the following requirements;

##### 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 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) Refuse bins 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. Waste water 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 Consultant immediately if any pollution incidents occur 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. 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.

#### **6.19.7. 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 labeled.

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 sanitized container will have the correct labels and MSDS's will be made available. Protocols will be followed with storage of huge quantities of sanitizers. All Sanitizer 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. 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 immunizations 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.

### **8.5.2. 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 Principle 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 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 stabilizing 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 contractor shall ensure that removal of asbestos roof sheeting is done under supervision of a competent person in asbestos handling since inhalation of airborne asbestos fibers 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 procedures (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 form 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 describe 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 familiarize 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 energized.

Lock-out and tag-out procedures will be applied for the servicing and maintenance of machines and equipment in which the unexpected energizing 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, ionizing 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 unauthorized 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 energized. 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 channeled through the Responsible Representative appointed in writing. The Contractor must ensure that all Permits to Work are properly completed and duly authorized 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 vapors. 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 in to 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

Principal 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)	<b>Notice of carrying out Construction work</b>	Department of Labour notified Site Notification of Intention to Commence Construction Work or Construction Work Permit application
General Admin. Regulation 4	<b>Copy of Health and Safety Act (Act 85 of 1993)</b>	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	<b>Registration with Compensation Insurer</b>	Written proof of registration/Letter of good standing available. Site Compensation for Occupational Injuries and Diseases – proof of registration
Construction. Regulation 5 (b)	<b>Health and Safety Specification</b>	Health and Safety Specifications received from Client and/or its Agent on its behalf
	<b>Company Policies</b>	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)	<b>Health &amp; Safety Plan (Health and Safety plan)</b>	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)	<b>Overall Authority and Accountability</b>	Overall Responsibility
Section 16.(2)	<b>Assignment of Duties</b>	Responsible for Contract management of the project CV on file Legal Liability and HIRA training on file
Construction Regulation 8(1)	<b>Construction Manager</b>	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)	<b>Designation of Person Responsible on Site</b>	Competent person appointed in writing as Construction Supervisor with job description CV on file
Construction Regulation 8(5)	<b>Safety Officer</b>	Competent person appointed in writing as Registered with SACPCMP / barcoded letter from SACPCMP CV on file
Section 17 & 18 General Administrative Regulations 6 & 7	<b>Designation of Health &amp; Safety Representatives</b>	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	<b>Health &amp; Safety Committee/s</b>	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.
	<b>Health and Safety Organogram showing all safety management portfolios and positions</b>	Updated Organogram Displayed
Section 37(1) & (2)	<b>Agreement with Mandatories/ (Sub-)Contractors</b>	Written agreement with (Sub-)Contractors  List of Sub Contractors displayed.  Proof of Registration with Compensation Insurer/Letter of
Construction Regulation	<b>Principle Contractor</b>	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



<p>Section 8(2)(d) Construction. Regulation 9(1)</p>	<p><b>Hazard Identification &amp; Risk Assessment</b></p>	<p>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</p>
<p>Section 24</p>	<p><b>Reporting of Incidents (Dept. of Labour)</b></p>	<p>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</p>
<p>General Admin. Regulation 9</p>	<p><b>Investigation and Recording of Incidents</b></p>	<p>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</p>
<p>Construction. Regulation 28  General Safety Regulation 8(1)(a)</p>	<p><b>Stacking &amp; Storage Supervisor.</b></p>	<p>Competent Person/s with specific knowledge and experience designated to supervise all Stacking &amp; Storage  Written Proof of Competence of above appointee available on Site</p>
<p>Construction. Regulation 29 Environmental Regulation 9</p>	<p><b>Designation of a Person to Co-ordinate Emergency Planning And Fire Protection</b></p>	<p>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 &amp; 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</p>

<p>General Safety Regulation 3</p>	<p><b>First Aid</b></p>	<p>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</p>
<p>General Safety Regulation 2</p>	<p><b>Personal Safety Equipment (PSE)</b></p>	<p>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)</p>
<p>Hazardous Chemical Substances (HCS) Regulations Construction Regulation 25</p>	<p><b>Control of Storage &amp; Usage of HCS and Flammables</b></p>	<p>Competent Person/s with specific knowledge and experience designated to Control the Storage &amp; Usage of HCS (including Flammables) Hazardous chemical serve to be conducted Risk Assessment carried out Register of HCS kept/used on Site</p>
<p>Electricity Act of 1984 no 41 Electrical Installation Regulations</p>	<p><b>Electrical and Mechanical Installation</b></p>	<p>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</p>
<p>Construction. Regulation 23</p>	<p><b>Construction Vehicles &amp; Earth Moving Equipment</b></p>	<p>Operators/Drivers appointed to:</p> <ul style="list-style-type: none"> <li>- Carry out a daily inspection prior to use</li> <li>- Drive the vehicle/plant that he/she is competent to operate/drive</li> <li>- All plant to be fitted with revolving lights</li> <li>- Plant to be fitted with Fire extinguishers</li> </ul> <p>Written Proof of Competence of above appointee available on Site.</p>

Construction Regulations 10	Working at Heights	<p>Medical Report available for each operator available on site</p> <p>Record of Daily inspections kept</p> <ul style="list-style-type: none"> <li>- Competent Fall protection Plan Developer</li> <li>- Fall protection plan communicated to all employees</li> <li>- Fall Arrest Plan communicated to everyone.</li> <li>- All Harness to be 1.2m building is 4.2 meter high</li> <li>- All people working on heights must have medicals approved</li> <li>- Risk assessment done</li> </ul>
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 – C 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	<b>PERSONAL PROTECTIVE EQUIPMENT</b>	
	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
<b>TOTAL (NO COST TO BE INSERTED HERE)</b>		
<b>COST/PRICE TO BE INCLUDED IN PRELIMINARY &amp; GENERAL SECTION –</b>		
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)		
<b>COST/PRICE TO BE INCLUDED IN PRELIMINARY &amp; GENERAL SECTION –</b>		

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)		
<b>COST/PRICE TO BE INCLUDED IN PRELIMINARY &amp; GENERAL SECTION –</b>		

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)		
<b>COST/PRICE TO BE INCLUDED IN PRELIMINARY &amp; GENERAL SECTION –</b>		

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

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)		
<b>COST/PRICE TO BE INCLUDED IN PRELIMINARY &amp; GENERAL SECTION –</b>		
ITEMS COSTED		ESTIMATED COST
9.	ELECTRICAL	
	Locks required for lockouts	R
	Tags	R
	Permit books	R
TOTAL (NO COST TO BE INSERTED HERE)		
<b>COST/PRICE TO BE INCLUDED IN PRELIMINARY &amp; GENERAL SECTION – SEE BOQ</b>		

ITEMS COSTED		ESTIMATED COST
10.	Legal Requirements	
	Medicals for all employees	R
	Working at heights medicals	R
	Sewer Inoculations	R
11.	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)		
<b>COST/PRICE TO BE INCLUDED IN PRELIMINARY &amp; GENERAL SECTION – SEE BOQ</b>		

ITEMS COSTED		ESTIMATED COST
12.	ASBESTOS Removal	
	Registered Contractor	R
	Medicals of Employees	R
	Disposal of Waste	R
	Disposable PPE	R
TOTAL (NO COST TO BE INSERTED HERE)		
<b>COST/PRICE TO BE INCLUDED IN PRELIMINARY &amp; GENERAL SECTION – SEE BOQ</b>		

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 D

### 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
7.	PC Letter of approval of OHS plan and file
8.	Health and Safety Plan
9.	Mandatory Agreement 37(2) between Client and the Principal Contractor
10.	Client Health and Safety Specifications and Baseline Risk Assessment + 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
15.	Updated list of Sub-Contractors and 37(2) Agreement between Principal 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: UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE

P.P.E. & SAFETY EQUIPMENT Injury Potential	Frequency of Occurrence	Environment	Health Risk Potential															
<div style="display: flex; align-items: center;"> <div style="margin-right: 10px;"> <input checked="" type="checkbox"/> X  <input checked="" type="checkbox"/> X  <input checked="" type="checkbox"/> X  <input checked="" type="checkbox"/> X  <input checked="" type="checkbox"/> X                 </div> <div style="border: 1px solid black; padding: 2px;"> <input checked="" type="checkbox"/> X  <input checked="" type="checkbox"/> X  <input checked="" type="checkbox"/> X  <input checked="" type="checkbox"/> X                 </div> </div>	0- No Injury 1- Minor Injury (First aid) 2- Medical Injury requiring hospital or Dr. (no Lost time) 3- Medical Injury requiring hospital or Dr. (Lost time) 4- Fatal or permanent disablement	0- No Occurrence 1- Occurs very seldom 2- Occurs occasionally 3- Occurs Often 4- Could/Has happened/Fatality	0- No Effect 1- Minor Effect 2- Serious Effect 3- Very Serious Effect 4- Catastrophic Effect															
			<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="3">Risk Rating/ Priority Factor</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">13-16</td> <td style="text-align: center; background-color: red; color: white;"><b>R</b></td> <td>Potentially Catastrophic/Action need immediate</td> </tr> <tr> <td style="text-align: center;">9-12</td> <td style="text-align: center; background-color: orange; color: white;"><b>H</b></td> <td>Potentially Major/Action to be taken within 24 hours</td> </tr> <tr> <td style="text-align: center;">5-8</td> <td style="text-align: center; background-color: green; color: white;"><b>M</b></td> <td>Potentially Serious/Action to be taken within 48 hours</td> </tr> <tr> <td style="text-align: center;">1-4</td> <td style="text-align: center; background-color: yellow; color: black;"><b>L</b></td> <td>Potentially Minor/Action to be taken within 7 days</td> </tr> </tbody> </table>	Risk Rating/ Priority Factor			13-16	<b>R</b>	Potentially Catastrophic/Action need immediate	9-12	<b>H</b>	Potentially Major/Action to be taken within 24 hours	5-8	<b>M</b>	Potentially Serious/Action to be taken within 48 hours	1-4	<b>L</b>	Potentially Minor/Action to be taken within 7 days
Risk Rating/ Priority Factor																		
13-16	<b>R</b>	Potentially Catastrophic/Action need immediate																
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5-8	<b>M</b>	Potentially Serious/Action to be taken within 48 hours																
1-4	<b>L</b>	Potentially Minor/Action to be taken within 7 days																

			RISK EVALUATION							
ACTIVITY (Work to be performed)	POTENTIAL HAZARD (Injury/Damage/Loss)	POSSIBLE RESULT	Injury Potential	Frequency of occurrence	Health Risk	Environmental	Rating	Priority Rating	PREVENTATIVE MEASURE	RESPONSIBLE PERSON FOR MITIGATION OF RISK
Site Establishment										
-										
<b>File Approval as per OHS Requirements and Client Specification</b>	Work commencing prior to file being available and approved.	DOL closing site	4	4	4	4	16	R	No Work Commencement until approval has been signed off.	OHS AGENT
	No valid registration on COID.	Injured person has not insurance.							Baseline Risk Assessment	
	Expired Documentation( eg. Competencies, equipment load test, medicals, work permits)	Higher injury rate							Client Health and Safety Specification.	
	Documentation not available or approved as per require Client Spec and OHS act.								Site Conditions evaluation.	
<b>Legal Appointments and Competency</b>	Employees appointed not in possession of required or valid competencies as per Client Spec and OHS Act.	Compromise on construction work	4	4	4	4	16	R	No Work Commencement until approval has been signed off.	Principal Contractor
	Appointment not as per legal requirements								Baseline Risk Assessment	
	Lack of experience for appointed position.								Client Health and Safety Specification.	
<b>Required legal documentation as per OHS act</b>	Documentation not Site Specific.	Site Safety compromise	4	4	4	4	16	R	No Work Commencement until approval has been signed off.	Principal Contractor
	Policies and Procedure not in place and approved.								Client Health and Safety Specification must adhere to regulations	



<b>List of employees and Contractors</b>	Number of employees on site not listed in employee lists.		4	4	2	2	12	H	Enforce OHS Culture. Signed agreement by all Subcontractors.	Principal Contractor
-	Number of contractors on site not listed on contractor list.	Contractors not respecting each other's workspace. No Health and safety Culture can lead to Disaster on Site							List all Sub-Contractors and PC must have competent supervision to manage the Contractors.	
-	Employee and contractor list not being updated as required.	All contractors must have Letter of Good standing from DOL							No Contractors may enter site without an approved OHS file and Signed 37.2 agreement.	
<b>Application for Notification of Construction or Permit application</b>	Contractor not submitting notification to the DOL as required by legal requirement.	Closing of site by DOL	4	4	2	2	12	H	Contractor to provide the DOL with the required Notification or permit as legislated.	Principal Contractor
	Notification not containing the correct information as required by the DOL. Or the Permit not done by a Professional Agent	Delays in work/ Financial Constraint	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.	Safety and environmental issues will not be dealt with intime	4	4	3	3	14	R	Permit to contain the minimum required information and to be submitted as legislated to prevent work stoppages from DOL.	OHS Agent
-										
<b>Client and Designer Duties</b>	Client not following requirements as stipulated in the regulations.		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.	Environmental Impact on site and Financial Disaster	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.	High accident rate	4	4	4	4	16	H	Designers to conduct the required inspections and review the required documentation as stipulated in the regulations.	

<u>Site preparation</u>										
<b>Inspecting the Site by conducting walkthrough</b>	Uneven surfaces, Open Holes, environmental disturbance, snake or any other creatures	snake bites, fall and trip	4	3	2	0	9	M	Communication of required documentation.	
<b>Obtain the exact site office location from client. Check Site conditions</b>	Hitting existing services	Financial lost, Environmental concern	4	3	2	0	9	M	Communication of required documentation.	
<b>clearing and grubbing of vegetation with grader/loader or excavator</b>	Dust, Trees and Shrubs hurting employees, Stones letting employees slip or fall. Snakes	snake bites, Foot injury. Lung disease.	4	3	3	0	10	M	Supervision and proper PPE. Give toolbox talk on safety. Mark boundaries and mark areas with existing service.	
<b>Loading and offloading of Office Containers; Changing facilities; ablution facilities; mobile plant and equipment</b>	Hand injuries when handling chains to tie the plant/Equipment on the lowbed or rollback.	Body injury	4	3	2	0	9	M	Training on proper use of PPE. Work under supervision of site supervisor, Use trained lowbed and rollback operator with driver's 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.	
<b>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</b>	Restricted access to parking and delivery areas to storage areas.	Damage to transport and plant	4	3	0	0	7	M	Proper layout of site by Construction Manager and Site Agent taking into consideration all transport plant and material movements and storage on site.	
<b><u>Parking of vehicles and visitors</u></b>										
<b>Demarcated parking area for plant on site</b>	Traffic colliding with the plant and equipment	Financial implications	4	3	3	1	11	M	Proper layout of site by Construction Manager and Site Agent taking into consideration all transport plant and material movements and storage on site.	Principal Contractor

<b>Demarcated parking area for visitors on site</b>	Traffic colliding with the plant and equipment	Financial Implications	4	3	3	1	11		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.	
<b>Traffic Accommodation</b>										
<b>Planting temporary road signs</b>	Workers/ Visitors Run over by vehicles traveling on the road	Fatality, broken body parts	4	3	0	0	7	M	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.	Principal Contractor
<b>Delivery of Concrete Works</b>	Big Heavy trucks could cause traffic hold up.	Car Accidents, Huge environmental hazard	4	4	4	4	16	R	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.	Principal Contractor
<b>Induction</b>										
<b>Induction and training</b>	injuries due to employees not aware of danger in work area	injury disability and property damage	2	4	3		9	M	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	Principal Contractor
									Site specific induction to be conducted to all employees, subcontractors and visitors	
									employees to trained on all tools and equipment	



<b>Toilet Facilities on site</b>	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	Principal Contractor
<b>Drinking water</b>	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	
<b>Eating areas</b>	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	
<b>Waste</b>	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	
<b>Environmental Control</b>										
<b>Environmental risk</b>	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	



			0	2	2	4	8	L	Ensure all hazardous waste is removed to an approved dumping site/facility	
<b>Concrete work spillages</b>	Flow of run of concrete works	zero plant regrowth, change to environmental surroundings.	0	4	4	4	12	R	All Concrete works will be done with careful planning to avoid spillage. Only small concrete works will be done on site. Bund wall with catchment area were made to accommodate for contaminated flow concrete. Big concrete works will be delivered by ready mix concrete truck. Supervision and DSTI will be done with all concrete works on site. This will ensure workers and environment are protected at all times. All cement bags will be discarded of safely in waste bins.	Principal Contractor
<b>Fencing off Construction work</b>										
<b>Temporary hoarding to separate public and construction work. Existing boundary fences.</b>	The erector must follow the specific position as required.	Environmental Impact on site	3	1	2	3	9	M	The site must be fenced off as a minimum with diamond mesh fence 1,8 meters in height.	Principal Contractor
	When digging for fence poles, services can be damaged.	Injuries to workers and other services	3	1	2	3	9	M	Fence installation areas to be demarcated with netting when posts and fence is being installed.	
	When posts get knocked in, it can damage services.	Damage of services	3	1	2	3	9		Supervision and Information from Civil Engineers	
<b>Stepping on open trenches</b>	Foot injury	Leg injury sprains and fractures	3	1	2	1	7	M	Dug holes to be covered with a board, be barricaded and marked with a danger tape.	Principal Contractor
									Poles for fence to be planted the same day.	
									All workers will be informed of the danger of leaving open hole without covering it.	
									Warning signs to be put in place.	

<b>Constant bending and twisting whilst digging trenches</b>	Muscle injury	Back Injury	3	1	2	1	7	M	All workers to be trained on proper handling of hand tools used when digging holes.	Principal Contractor
<b>Security</b>	Theft of plant & equipment on property. Access to unauthorized persons	Financial lost	3	1	0	1	5	L	Security guards to be appointed to keep watch. Supervisor to put proper control measures in place	
	No security in place at entrances to construction site.								The principal contractor must appoint full time security personnel to control the access onto site at all times.	
	Unauthorized entry to site.									
	Theft of materials and equipment.								Dedicated access control sign books to be available for visitor sign ins.	
<b>Storage of Hazardous chemicals</b>										
<b>Oxygen and acetylene store to be a minimum distance of five meters away from other buildings. It needs to be well ventilated and have a roof to keep direct exposure to the sun</b>	Fire explosion leaking gas may spread if too close to other buildings.	Damage to property and plant. Health of employees	4	3	4	3	14	H	Site Agent to check layout Dwg. To compare with OHS Act requirements and whether they are according to standards.	Principal Contractor
<b>Stacking and storage</b>										
<b>Placing Pipes, bricks and other materials used on site</b>	Employees not inducted.	Injury on body	2	1	2	3	8	M	All workers and visitors to be inducted before entering the site	Principal Contractor
<b>Clear delivery to site office sign</b>	Employees being struck by delivery vehicles.	Injury to body; Disabling and even fatal	4	1	4	1	10	H	Walk ways and roads clearly inducted and correct safety signs posted. Speed limit 20km/h	
<b>Off-loading of materials</b>	Material falling onto employees while offloading by hand or crane truck	Injury to body; Disabling and even fatal	4	1	4	3	12	H	Supervisor to coordinate and supervise offloading.	
<b>Stacking of materials</b>	Stacks collapsing or falling over onto employees	Injury to body; Disabling and even fatal	4	1	4	3	12	H	Adequate storage areas shall be provided that are demarcated and kept neat and under control. The base of storage areas shall be level and capable of sustaining the weight exerted on it by its	

										stack. Pallets and containers are in good condition and the stacks are stable and do not overhang.	
<b>Fetching materials at demarcated area</b>	Loss of materials, tripping over materials	Injury to body or feet, hands	4	1	4	1	10	H		Demarcate storage area of brick, re-reinforcement steel, Ext	
<b>OFF LOADING OF MATERIAL FROM TRUCKS</b>											
<b>Loading of Spoil/ rock material</b>	Rock could fall on vehicle of oncoming traffic.	financial damage to vehicle: insurance claim	4	3	0	0	7	M		Supervisor to assist loading of materials and keep the area clean at all times, Trained and competent operators to fulfill these duties.	Principal Contractor
	Rocks or materials could fall on road surface.	financial damage to vehicle: insurance claim	4	3	0	0	7	M		Supervisor to assist loading of materials and keep the area clean at all times	
	Damage of motor vehicle through stone chips	financial damage to vehicle: insurance claim	4	3	0	0	7	M		Supervisor assisting loading of materials on trucks	
<b>WORKING AT HEIGHTS: Ladders</b>											
<b>Use of ladders</b>	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 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.	

	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.	
<b>Use of scaffolding</b>										
	Employees working from unsafe scaffold.		4	4	4	0	12	H	Competent appointed scaffold erector.	
	Erecting Scaffolding	Unsafe, collapse equipment Hurting of employees,	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.	zero protection, head injury , fatality	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.	
<b>Use of scaffolding</b>	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	Nobody is permitted to walk on cable racks, scaffold to be used for this purpose.	
Openings to be barricaded by means of scaffolding handrails or similar and covered.										
Employees to follow correct changeover procedure, one										

									lanyard to be secured at any given time.	
									Ensure firm handgrip whilst climbing.	
									No working on wet surfaces will be permitted. This includes scaffold and structural steel beams.	
									Working surfaces to be kept clean and free from excess tools and equipment, which can cause to be tripping hazards.	
									Working at heights will be restricted during inclement weather conditions.	
									When working at night, ensure that sufficient lighting is provided for employees who will be working from heights.	
									Always be aware of others working below you, who might be affected by your actions for example dropping of tools and equipment.	
									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.	
									Bottom areas of where lifting is to take place, to be barricaded appropriately.	
<b>ROOF WORK</b>										
<b>Man working on roof</b>	Man could fall off roof	Man seriously injured, fatal	4	4	4	0	12	H	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	Principal Contractor

										approved by OHS agent before the roof work starts.	
	Tools or items could fall off roof, etc	No or damaged item or tool	4	4	4	0	12	H		All Tools must be secured and all PPE must be approved before roofwork starts	
<b>lifting roof trusses to top of building</b>	Trusses could fall, injure person below or push employee over the roof	Damage to trusses, fractures or bruises or fatal injuries	4	4	4	0	12	H		Securely fasten trusses to prevent falling. Use proper certified slings or rope	
<b>Erect trusses</b>	If not secured properly; trusses could fall; tools falling down	Damage to trusses. Fracture or bruises or fatal injuries	4	4	4	0	12	H		securely brace trusses Prevent falling. Erect one truss at a time. Tie tools to rope	
	Correct Levels	Damage to trusses. Fracture or bruises or fatal injuries	4	4	4	0	12	H		Competent supervision on site while roof work is done. Life line must be done before any installation starts. Ensure all rules are implemented and discipline is on par.	
	Correct levels alignment	Damage to trusses. Fracture or bruises or fatal injuries	4	4	4	0	12	H			
<b>Daily inspection of workplace to take place before production starts</b>	Objects on floor might cause tripping machine not functioning properly	Injury to hands, arms, legs. Tiles not to specification causing loss in production	4	4	4	0	12	H			
<b>Damage Tiles not to be used and pointed out to supervisor</b>	Tiles not to specifications	Loss in material and production	4	4	4	0	12	H			
<b>Concrete mix</b>											
<b>Placing concrete from bucket/Wheel Barrow/ TLB bucket</b>	Concrete bucket hitting the worker	Injury to employee; Lost time injury even fatal	3	1	2	1	7	M		Wear PPE supervisor to check and control	Principal Contractor
<b>Handling the concrete bucket</b>	Handling of equipment. Spillage of concrete	Injury to hands and the body	2	1	1	1	5	M		Supervisor to check and control	
<b>Lifting Concrete with TLB bucket</b>	Workers getting hurt, damage to existing structures or services	Property Damage/ Head or body injury	2	1	2	1	6	M		Workers to be advised to stand clear of the path of the bucket	
<b>Caring concrete distances/heights</b>	Wheelbarrow may slip/ concrete spill	Workers fall of slope, hand & arm injury	2	1	2	1	6	M		Safe distance traveling as well as good control with wheelbarrow/bucket	
<b>Vibrating concrete</b>	Concrete splash from vibrating. Operating the poker	Eye injuries/Hand Injuries	1	1	2	1	5	M		Safety gloves, goggles and proper working space	

<b>Casting concrete for the walls</b>	Workers falling due to: not using safety belt, insufficient scaffold planks, workers receiving concrete whilst standing on rebar	Injury to body; Disabling and even fatal	4	1	4	1	10	H	Provide safety belts. Use correct scaffolding. Provide planks and handrails on rebar	
<b>Casting concrete for the floors</b>	Concrete coming in contact with the skin	Injury to the feet and legs	2	1	2	1	6	M	Wear long rubber boots	
<b>Ready mix Concrete Delivery</b>										
<b>Delivery of ready-mix concrete to site</b>	Preparation for concrete needs to be signed of and ready for inspection before concrete mix arrive on site	Financial loss implication/ Environmental disaster	4	4	4	4	16	R	Competent person to do quality checks before concrete mixture arrives. Method statement, SWP must be developed and followed.	
	Concrete mix test cubes		4	4	4	4	16	R	Quality management checks must be top priority for the Construction manager to ensure lab test gets done and filed. All concrete approval must be signed by engineers appointed on the project	
	Quality Strength of Concrete mixture could be incorrect	Proof Strength of Concrete is important for quality checks	4	4	4	4	16	R		
	Untrained banksman	Fatality of employees or any pedestrian while delivery of concrete	4	4	4	4	16	R	Appoint Competent banksman on site. Ensure all SWP are adhere to	
<b>Brick Work</b>										
<b>Stacking and handling of bricks</b>	Inadequate stacking and storage of materials.	Injury to hands and fingers	1	2	2	0	5	M	safety boots and helmets compulsory on site. Nails must be removed when formwork is done.	Principal Contractor
<b>Movement and stacking and handling of bricks and formwork as well as working at heights</b>	Workers getting injured by falling objects, protruding nails, etc.	Injury to all parts of the body	1	2	2	0	5	M	The necessary personal protective equipment must be worn on site. And SWP must discussed in toolbox talk	
<b>Use of plant machinery to transport or bricks to specific height or work area</b>	Accident- construction vehicles hitting worker.	Injury to body; Disabling and even fatal	4	1	3	0	8	M	High visibility vest must be work at all times. Worker induction to be done to all new workers before entering the site.	
<b>Handling of bricks</b>	Hand injuries	Injury to body, head	2	1	2	0	5	M	PPE must be worn when required and toolbox talks to be held with work force weekly and the registers kept on file. Gloves must be worn at all times.	







<b>Arrival on site</b>	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.	Principal Contractor
<b>Setting up of Roof Sheets for installation</b>	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	
<b>Lifting of Sheeting</b>	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 disposed of according to waste plan. Remove all signage. Leave site in safe condition.	
<b>Usage of Hand tools</b>										
<b>Collecting tools from the store.</b>	Tools in poor condition.	Possible injury.	2	3	1	3	9	H	Tools well maintained and checked by a competent person.	Principal Contractor
<b>Checking of collected tools.</b>	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.	
<b>Ensure tools are in good order before using them.</b>	Not being able to do the job properly and taking chances.	Substandard work and possible damage to plant and equipment.	2	3	1	3	9	H	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.	
<b>Understand your instructions.</b>	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.	
<b>Painting</b>										
<b>Paint and thinners are always to be drawn from stores in quantities sufficient for use during one-day painting only</b>	spillage of Paint on body or environment,	Injury to body, burns	3	3	4	3	13	R	Store man to be instructed only to issue quantities that are sufficient for painting operation of one day only	Principal Contractor
		Blindness caused of chemical	3	3	4	3	13	R	Procedure to be explained to all employees working in the paint section	
<b>Leftover paint and thinners to be returned to the store after the day's shift together with empty containers</b>	Allowing access to other employees of dangerous substances. Possible ignition by flame or smoking	Employee injury	2	3	4	3	12	H	Employees must be trained in the use of material data sheets	
		Damage to property in the event of explosion or fire	2	3	4	3	12	H		
<b>Material safety data sheets to be available for paint and</b>	Incorrect handling	Injury to hands, eyes, lungs	3	3	3	3	12	H	Employees must be trained in the use of material data sheets	

<b>thinners used in case of an emergency, Indicates the conditions required in storing the materials</b>	Contact with other materials that not compatible	Damage to property	2	3	3	3	11	H	Trained level 2 first aiders on site
	Painters' exposure to materials	bodily harm, skin disease, eye contact	3	3	3	3	12	H	Proper PPE (mask) will be worn by all painters
	Lack of knowledge of first aid/medical treatment		3	3	3	3	12	H	
<b>Check if sufficient ventilation is taking place in work area and be aware of it at all times while painting</b>	Without sufficient ventilation a build-up of combustible substance may occur and cause an explosion	Injury burns to body	3	3	3	3	12	H	Ventilation of the utmost importance and should be brought to attention of all painters. Super visor to monitor on a daily basis
		Possible fatality	3	3	3	3	12	H	
		Damage to property	3	3	3	3	12	H	
		Loss in production	3	3	3	3	12	H	
<b>Always replace the lids on the paint or thinner tins after use</b>	Increase of vapor in area	Explosion – fire	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.
	Spillage of paint or thinners	Loss of material	3	3	3	3	12	H	
		Polluting the environment	3	3	3	3	12	H	
<b>Ensure that the overspread will not contaminate anything or other employees</b>	Unauthorized people in the working area	Damage to material	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.
		Injury to eyes, lungs	3	3	3	3	12	H	
		Polluting the environment	3	3	3	3	12	H	
<b>Check if fire extinguishers are at hand and in working order</b>	Absence of fire extinguishers	Gravity of injury increases	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.
		Property damage increases	3	3	3	3	12	H	
<b>Ensure that lights used are flame proof and positioned as far as is practical from the painting operation</b>	Light fittings that are not flame proof may cause a spark or vapors may penetrate the fitting and cause a short which will in turn cause an explosion	Explosion injury	3	3	3	3	12	H	Only flameproof light fittings to be used by paint section. All lights will be switch off inside building while painting. Ventilation while working with paint will be high priority risk mitigator
		Possible fatality	3	3	3	3	12	H	
		Damage to property	3	3	3	3	12	H	

<b>Welding-grinding should never be permitted close to where painting is being done</b>	Flame and sparks might ignite the vapors caused by paint and thinners	Explosion causing injury	3	3	3	3	12	H	SWP will be facilitated to all workers. Signs will be posted to make sure no welding or highly flammable and high-risk task will be done while painting is in process. No smoking signs must be posted and Strick controls by supervision	
		Possible fatalities	3	3	3	3	12	H		
		Damage to property	3	3	3	3	12	H		
<b>First aid box is to have large burn shield available in stock</b>	Incorrect treatment of burns	Could change results of incident from injury to fatal	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	
<b>Tiling</b>										
<b>Induct personnel into task / site</b>	People unaware of task & hazards. Personal injury / equip. damage	Personal injury, muscle and finger injuries	3	2	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
<b>Unloading equipment</b>	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	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	
<b>Setting Up</b>	Crush hands, cuts.		3	2	3	3	11	H	Use riggers gloves when moving sharp objects.	
	Slips, trips & falls.		3	2	3	3	11	H	Clear rubble and access to work area.	
<b>Mixing adhesive</b>	Electrocution.	Lung, skin and eye irritation from exposure to silica dust.	3	2	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	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	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	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.	
<b>Plumbing</b>										
<b>Installation of Taps</b>	Incorrect tools used could get hurt	injury on hands or feet	3	3	2	3	11	H	Use correct tools. All make sure your tools are in good working conditions. Do	Principal Contractor

									checklist on tools daily. Report Faulty tools	
	Water not switched or valve not closed could lead to burns	Skin burns or hot water	3	3	2	3	11	H	make sure valves is closed before attending to plumbing or geyser problem	
Installation of Toilet Cistern	Hands could get hurt installation of small materials	hand and finger injury	4	3	2	3	12	H	Us correct hand gloves for plumbing	
	Long term disease working with human waste and sewer	hepatitis B and A	4	3	2	3	12	H	All workers must be vaccinated for working at sewers	
			4	3	2	3	12	H	Use trained and competent workers to do the job. Ensure clean water and soap on site to wash hands	
Cleaning of blocked Sink and Waste and toilets	Long term disease working with human waste and sewer	hepatitis B and A	4	3	2	3	12	H	must do vaccination. Use gloves and mask at all times. Trained staff to do the work	
			4	3	2	3	12	H	Work with bucket to put all waste in and dispose of all waste according to policy	
			4	3	2	3	12	H	Avoid touching face, mouth while doing waste and sewer work.	
			4	3	2	3	12	H	Avoid touching face, mouth, eyes, nose, or open sores and cuts while handling human waste or sewage.	
			4	3	2	3	12	H	After handling human waste or sewage, wash your hands with soap and water before eating or drinking.	
			4	3	2	3	12	H	After handling human waste or sewage, wash your hands with soap and water before and after using the toilet.	
			4	3	2	3	12	H	Before eating, removed soiled work clothes and eat in designated areas away from human waste and sewage-handling activities.	

			4	3	2	3	12	H	Do not smoke or chew tobacco or gum while handling human waste or sewage.	
<b>Installation of geyser</b>										
<b>Working at heights</b>	Falling from heights	Injuries	3	2	2	3	10	H	Always follow working at heights procedures	Principal Contractor
<b>Hand Tools</b>	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.	
<b>Electricity Connection</b>	Electrocution.	Shock, Fatality	4	4	2	3	13	H	Always switch off electricity. Only competent person can install geyser. Implement SWP on Geyser.	
<b>Manual Handling</b>	Handling heavy objects, geyser	Back Pain and muscle injury	3	2	2	3	10	M	Observe proper lifting techniques follow ergonomics procedures	
<b>Hot Water</b>	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	
<b>Brazing of copper pipe</b>	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.	
	Burn space to small to work oin	Body injury	4	4	4	4	16	R	See SWP for working in small spaces with brazing	
			4	4	4	4	16	R	Small spaces is very complicated and good planning must be done with SWP before attempting to do work	
<b>Electrical Works</b>										
<b>The legend of DB board to be kept up to date</b>	Electrocution and fire to people. Damage to property	Fatality injury to body parts	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
<b>The earth of electricity are governed by switches which are fully functional</b>	Faulty swithces could cause electrocution and fire	Injury to people and damage to property	4	3	3	2	12	R	Qualified electrician to do connections and checklist	Principal Contractor



<b>Cables Installations should be in good condition, no exposed wires and damage cables and plugs. Check all wires that rodents not eat it</b>	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. No faulty equipment. Do visual check. Toolbox talks before every job	Principal Contractor
<b>Wiring to be near connections to be twisted or lugged as per good wiring practices standards</b>	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	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
<b>Make sure all DB boxes are switched off doing connections to houses from poles</b>	Electrocution and fire to people. Damage to property	Injury to people and damage to property	4	3	3	2	12	R	Communication with all involve especially community to be careful and stay clear	Principal Contractor
<b>Installation of temporary electrical supply</b>	Electrocution	Injury to body parts	4	4	4	3	15	R	Permit to work system of other suitable means of control to be used when work on live systems is foreseen. Operations will only permitted to work alone on live system	Principal Contractor
			4	4	4	3	15	R	Only competent electricians ae authorized to install or modify temporary supplies	
			4	4	4	3	15	R	CoC will be obtained for the installation of before being brought into use and after many modifications	
			4	4	4	3	15	R	Office stores and distribution boards will be regarded as permanent installations and use a 220V and EIR will apply	
			4	4	4	3	15	R	All Cables will be routed so as to prevent their damage and avoid tripping hazards	
	Fire	3rd degree burns, skin cancer	4	4	4	3	15	R	Fire extinguishers will be available on site in vicinity of Distribution units. Level 3 first aider on site always	

<b>Cable Pulling</b>	Fall from heights	Fatality	4	4	4	3	15	R	Provide platforms and fall arrest system. Make sure all supervisors and working at heights staff understands the fall protection plan and fall arrest rescue plan. Only competent person may work at heights	principal Contractor
	Injury from part of overstressed cables	Injury to body parts	4	4	4	3	15	R	Survey of cable run prior to work commencing to ensure route is clear of obstacles	
	Injury from contact with winches and pulleys	Injury to body parts	4	4	4	3	15	R	Only competent person to do the work. Do not work without supervision. All equipment must be inspected before work is done	
	Contact with live electrical cables	electrocution	4	4	4	3	15	R	Work permit to be in place where work near live service is to take place	
<b>Protest and civil unrest</b>										
Project may become a 'target of opportunity' for politically motivated attack. ·	Locked in or outside the premises	vulnerable workers/emotional stress/ financial loss	4	4	4	3	15	R	A protest and civil unrest policy, training and SWP must be done by PC. Emergency procedures must include protest. Employees must be trained in unrest of worker or community. Competent supervisor/ Construction manager/ OHS officer in Civil unrest and vulnerable workers	principal Contractor
Threat of injury as a bystander; rocks thrown by protesters/anti-riot measures by police: baton rounds, water cannon etc.	Workers could get injuries by rocks or being attacked by protestors	Injury to body/ fatality/ financial loss	4	4	4	3	15	R		
	Police: gas attacks, water cannons, rubber bullets hurt workers/visitors	Injury to body/ fatality/ financial loss	4	4	4	3	15	R		
<b>Fire on site</b>										
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	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	14	R		
<b>Working in extreme Temperature</b>										

extreme summer/Wind/ cold/ rain/	Employee in danger of extreme heat/cold	Bodily harm/ emotional distress	3	4	3	4	14	R	Policy and SWP must be done regarding all extreme weather conditions.	Principal Contractor
	Working at height with extreme weather conditions.	Bodily harm/ emotional distress	3	4	3	4	14	R	Fall protection plan must include weather conditions and fall arrest plan.	
<b>Drinking water</b>										
Draught Area must have water tankers and water cans	Disease/ virus from contaminated water	Sick, fatality of bacteria	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			3	4	3	4	14	R		
<b>Asbestos Removal</b>										
Removal of Roof Sheeting and Gutters	inhale of fibers of asbestos	Disease/ Long infection	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



## **ENVIRONMENTAL MANAGEMENT SPECIFICATIONS**

### **UPGRADES AND ALTERATIONS TO THE ADMINISTRATION BLOCK AND WATER RETICULATION SYSTEM AT MKHAMBATHI NATURE RESERVE. BID No. 21/FY/23**

#### **Objectives:**

- ✓ Outline environmental protection measures to be followed during construction/upgrade of these tourism trails and office block.
- ✓ Ensure that commitments to minimise environmental effects are met;
- ✓ Ensure compliance with regulatory authority stipulations and guidelines which may be local, provincial, national and/or international;
- ✓ Verify environmental performance through information on impacts as they occur;
- ✓ Respond to unforeseen events;
- ✓ Provide feedback for continual improvement in environmental performance;
- ✓ Identify a range of mitigation measures that could reduce and mitigate the potential impacts to minimal or insignificant levels;
- ✓ Detail specific actions deemed necessary to assist in mitigating the environmental impact of the project;
- ✓ Identify measures that could optimize beneficial impacts;
- ✓ Create management structures that address the concerns and complaints of Interested & Affected Parties with regards to the development;
- ✓ Establish a method of monitoring and auditing environmental management practices during all phases of the activity;
- ✓ Ensure that safety recommendations are complied with;
- ✓ Specify periods within which the measures contemplated in the final environmental management programme must be implemented, where appropriate;
- ✓ Provide a reference document for personnel when planning and/or conducting specific activities;
- ✓ Provide contingency plans for accidental events;

### 3. Principal Contractor's obligations

Throughout the development's lifespan, the developer will be required to develop and maintain a Quality Management System—designed to ensure that best management practices are implemented on day-to-day management on site. Such a QMS should at least include the following information:

- ✓ Location and extent of associated infrastructure;
- ✓ Associated activities, such as the transportation of people and equipment;
- ✓ Materials and equipment to be used;
- ✓ Management actions on environmental related issues during the project lifecycle;
- ✓ Emergency /disaster incident and reaction procedures; and
- ✓ Rehabilitation procedures for the impacted environment.
- ✓ Appointment of onsite Environmental Compliance Officer (ECO)/Environmental Officer (EO).
- ✓ The appointed ECO/EO will be responsible for continuous assessment and facilitation of proactive management of the environmental issues so that mitigation measures can then be successfully implemented on an ongoing basis to keep environmental indicators within their target thresholds.
- ✓ Regular auditing of environmental performance by the ECO/EO should be prescribed to prove and preserve and enhance accountability.
- ✓ The assessments and monitoring of the results and findings of the regular audits must be documented within a reporting system.
- ✓ Precautionary mitigation measures and corrective actions will be prescribed and instructions will be given by the ECO/EO in order to implement these actions in the field.

### 4. Legislation

The Contractor shall comply with all South African national and provincial environmental legislation, including associated regulations and all local by-laws relevant to the project. Key legislation currently applicable to the design, construction and implementation phases of the project must be complied with. The list of applicable legislation provided below is intended to serve as a guideline only and is not exhaustive:

Legislation	Description
General	The Constitution of South Africa, 1996 (Act No. 108 of 1996)

Environmental legislation

- National Environmental Management Act, 1998 (Act No. 107 of 1998).
- Environmental Conservation Act, 1989 (Act No. 73 of 1989).
- Environmental Impact Assessment

Regulations

Land, soil and plants legislation	<ul style="list-style-type: none"> <li>• Conservation of Agricultural Resources Act, 1983 (Act No. 43 of 1983).</li> <li>• National Forests Act, 1998 (Act No. 84 of 1998).</li> <li>• National Environmental Management: Biodiversity Act, 2004 (Act No. 10 of 2004).</li> <li>• National Veld and Forest Fire Act, 1998 (Act No. 101 of 1998)</li> </ul>
Inland water resources legislation	<ul style="list-style-type: none"> <li>• National Water Act, 1998 (Act No. 36 of 1998).</li> <li>• Water Services Act, 1997 (Act No. 108 of 1997)</li> </ul>
Cultural and Heritage Resources legislation	<ul style="list-style-type: none"> <li>• Natural Heritage Resources Act, 1999 (Act No. 25 of 1999)</li> </ul>
Animals' legislation	<ul style="list-style-type: none"> <li>• Animals Protection Act, 1962 (Act No. 71 of 1962).</li> <li>• Agricultural Pests Act, 1983 (Act No. 36 of 1983).</li> </ul>
Pollution control and waste management legislation	<ul style="list-style-type: none"> <li>• National Environmental Management: Waste Act, 2008 (Act No. 59 of 2008).</li> <li>• White Paper on Integrated Pollution and Waste Management for South Africa</li> </ul>
Traffic	<ul style="list-style-type: none"> <li>• National Roads Traffic Act 93 of 1996;</li> </ul>

Air pollution legislation	<ul style="list-style-type: none"> <li>• National Environmental Management: Air Quality Act, 2004 (Act No. 39 of 2004)</li> <li>• Atmospheric Pollution Prevention Act, 1965 (Act No. 45 of 1965)</li> </ul>
Noise legislation	<ul style="list-style-type: none"> <li>• Noise Control Regulations GN R154 in Government Gazette No. 13717 of 10 January 1992.</li> <li>• Roads Traffic Act, 1989 (Act No. 29 of 1989).</li> </ul>

## 5. Labour recruitment

It is assumed that the Contractor will have previously appointed specialised permanent employees within his staff complement such as engineers to work on the proposed project. All additional employees are to be sourced from the local community i.e MKHAMBATHI community and the surrounding areas.

## 6. Roles and responsibilities

The environmental management personnel are to be appointed to manage the environmental aspects of the construction phase will monitor and measure activities to guarantee that the desired outcomes of the Environmental Management Programme are reached. Once the activities are monitored and measured, corrective action must be taken where necessary. Any revisions of the EMPr must be approved by Afroteam Consultants' who will then obtain approval from the applicant and/or Competent Authority.

The roles of the individuals, relevant to the construction phase of the MKHAMBATHI proposed project, are briefly discussed under the following headings:

- ✓ Proponent (Project owner)
- ✓ Engineer
- ✓ Contractor
- ✓ Environmental Compliance Officer(ECO) /Environmental Officer(EO)



## 7. Principal Agent

The PA will be responsible for monitoring and implementation of the EMPr. A appointed contractor for the rehabilitation works will implement the proposed mitigation measures as well as to monitor and control the EMPr under the guidance of the PA.

### **The Contractor is required to:**

- ✓ Be fully conversant with the EMPr
- ✓ Provide information on previous environmental management experience and company environmental policy in terms of the relevant forms contained in the Contract Document.
- ✓ Supply method statements timeously for all activities requiring special attention as specified and/or requested by the Developer, Environmental Officer and/or Engineer during the duration of the Contract.
- ✓ Be conversant with the requirements of this environmental specification/ EMPr. Brief all his/ her staff about the requirements of the environmental specification;
- ✓ Comply with requirements of the Environmental Compliance Officer in terms of this specification and the project specification, as applicable, within the period specified.
- ✓ Ensure any Sub-Contractors/Suppliers who are utilized within the context of the contract comply with the environmental requirements of the project, in terms of the specifications. The Contractor will be held responsible for non-compliance on their behalf.
- ✓ Bear the cost of any delays, with no extension of time granted, should he or his Sub- Contractors / Suppliers contravene the said specifications such that the Project Engineers order a suspension of work.
- ✓ The suspension will be enforced until the offending party/is, procedure, or equipment is corrected.
- ✓ Bear the costs of any damages/compensation resulting from non-adherence to the said specifications or written site instructions.
- ✓ Comply with all applicable legislation.
- ✓ Ensure that he informs the Project Engineer timeously of any foreseeable activities which will require input from the ECO/EO.
- ✓ The Contractor will conduct all activities in a manner that minimizes disturbance to the natural environment as well as directly affected residents and the public in general.
- ✓ Ensure that all third parties who carry out all or part of the Contractor's obligations under the Contract comply with the requirements of this EMPr;

## **8. Environmental Compliance Officer/Environmental Officer**

Environmental Compliance Officer/Environmental Officer will be appointed by the Contractor to oversee and assess compliance during the construction phase of the project to ensure that all environmental specifications and EMPr requirements are met at all times. The ECO/EO will primarily be responsible for monitoring, reviewing and verifying the Contractor's compliance with the EMPr.

### ***Duties of ECO/EO***

- ✓ Monitoring and verifying that environmental impacts are avoided or kept to a minimum
- ✓ Reviewing and approving method statements, with input from the Resident Engineer
- ✓ Assisting the Contractor in finding suitable solutions to environmental issues
- ✓ Keeping records relating to the implementation of this EMPr
- ✓ Provide training and awareness, such as environmental induction and toolbox talks regularly
- ✓ Presenting regular reports on the progress of implementation of the EMPr, compliance to the requirements of the EMPr and any environmental issues that need to be addressed
- ✓ Keeping a register of complaints and recording comments and issues made, and the actions taken in response to complaints.

**N.B** The ECO/EO must be fully conversant with the construction documents and environmental legislations. He/she must be well versed in environmental studies and construction processes.

## **9. Environmental Training by the contractor**

NEMA makes provision that anyone who causes pollution or degradation of the environment is responsible for preventing impacts occurring, continuing or recurring and for the costs of repair of the environment. It is important to ensure that the Contractor has the appropriate level of environmental awareness and competence to ensure continued environmental due diligence and ongoing minimisation of environmental harm. Training needs should be identified based on the available and existing capacity of site personnel (including the Contractors and Sub-contractors) to undertake the required EMPr management actions and monitoring activities. All personnel must be adequately trained to perform their designated tasks to an acceptable standard.

The EMPr shall form part of the formal site induction for all contractors, sub-contractors and casual labourers, preferably in their native language. The induction training will, as a minimum, include the following:

- ✓ The importance of conformance with all environmental policies;
- ✓ The environmental impacts, actual or potential, of their work activities;
- ✓ The environmental benefits of improved personal performance;
- ✓ Their roles and responsibilities in achieving conformance with the environmental policy and procedures and including emergency preparedness and response requirements; and the mitigation measures required to be implemented when carrying out their work activities
- ✓ All contractors, sub-contractors and casual labourers must acknowledge their understanding of the EMPr and environmental responsibilities by signing an induction attendance record.

#### **10. Contractor's responsibilities in environment management**

- ✓ Development of a traffic accommodation plan which shall be included in the construction documentation to mitigate impact of construction vehicles on site. This plan shall be approved by the employer's agent before commencement of the project.
- ✓ Implementation of dust suppression measures (such as watering carts)
- ✓ Ensuring that no unnecessary hooting or loud noises from the vehicles is permitted.
- ✓ Maintaining access routes and implementation of adequate stormwater controls to avoid erosion and surface damage.
- ✓ Putting up concrete barriers, signages and traffic control measures to direct traffic flow to ensure appropriate speed limits are maintained in construction zones.
- ✓ Monitoring noise levels at all times to prevent hearing loss and to avoid scaring animals. The appointed contractor shall supply ear-muffs / ear plugs to workers free of charge and enforce that these are worn at all times where noise levels exceed permissible levels.
- ✓ Management and monitoring of the storage and disposal of all hazardous chemicals or materials used or generated on the Construction Site. The storage, use and disposal of hazardous chemicals must be regularly checked by the ECO/EO. The scope of work includes removal and disposal of asbestos and the appointed contractor shall ensure that removal of asbestos roof sheeting is done under supervision of a competent asbestos handler.

- ✓ Ensuring that only **licensed** waste collection companies collect and dispose of hazardous materials. The contractor obtain certificates of safe disposal from the waste collection company every time hazardous waste is sent for disposal and these shall form part of the quality reports for the project.
- ✓ Ensuring that topsoil is treated with care and not buried in any other way rendered unsuitable for further use. The contractor shall take adequate precautions to avoid unnecessary handling and compaction of the topsoil material. No vehicles shall be allowed to drive over topsoil stockpiles. Topsoil from different soil types must be stockpiled separately and replaced in the same areas from which they were stripped.

**If invasive or exotic plant species or broadleaf weeds emerge on the topsoil stockpiles, the Contractor must arrange for the removal thereof. If topsoil stockpiles are to be stored for long periods (especially during wet seasons), the ECO/EO may recommend one or more of the following:**

- ✓ The re-vegetation of topsoil stockpiles with indigenous grasses
- ✓ The covering of topsoil stockpiles with protective materials e.g., hessian mats
- ✓ Excess topsoil shall be used for rehabilitation and landscaping purposes before the completion date of the contract.

## **11. Waste management**

**Descriptions of the types of waste that will originate from the different construction activities are as follows:**

- ✓ Earthworks Waste: It is anticipated that earth from the construction platforms will be used in the landscaping of the site and earth that will not be used will be stored at the spoil sites
- ✓ Construction Waste: Due to the high cost of materials used, it is anticipated that there will be very little waste
- ✓ Other waste could include small volumes of concrete and concrete aggregate
- ✓ Infrastructure Waste: Small amounts of concrete and asphalt will result from the construction of stormwater drainage measures, etc.

**It should be noted that there will be small amounts of waste that cannot be recycled and must be stored and disposed of accordingly.**

It will be the responsibility of the Contractor to ensure the waste materials generated from construction are transported to their on-site waste storage areas. These materials must be stored in areas specified and demarcated by the ECO/EO.

All solid waste materials must be collected regularly (at least weekly) and disposed of at approved landfill sites. The disposal of materials must be monitored and recorded by the ECO/EO. The burning and on-site disposal of waste is prohibited. A licensed waste management company must be appointed to collect solid waste materials regularly. Any vehicle transporting the waste, either to the storage area or from the storage area to the landfill site, must be covered with tarpaulins.

The Contractor must provide sufficient bins with lids on-site in which to store the solid waste produced daily. Bins shall not be allowed to become overfull. Alternatively, use must be made of waste skips or waste cages located at adequate intervals on-site and that is to be emptied as soon as they are full. Waste skips and cages must be covered with shade cloth to prevent redistribution of the waste in high wind conditions.

The contractor should ensure that recyclables are stored separately on their site camps and recycled (wherever possible). The materials that can be recycled include paper, cardboard, plastic, glass, metals, concrete, etc. In addition, chemical toilets should be provided and serviced by a reputable service provider at the cost of the Contractor. All staff will adhere to regulations stipulated and controlled by the ECO/EO, e.g., areas to be kept clean and no wasting of water will be permitted. All temporary/portable toilets shall be secured to the ground to the satisfaction of the ECO/EO to prevent them from toppling over due to wind or any other cause. The facilities will be maintained in a hygienic condition and serviced regularly. Sufficient toilet paper will be provided. Any discharge of waste from the facilities is strictly prohibited.

## **12. Wastewater management**

The Contractor must take reasonable precautions to prevent the pollution of groundwater resources on the site as a result of the construction activities.

The Contractor must immediately notify the ECO/EO of any pollution incidents on site.

No spills may be allowed to be hosed down into a stormwater drain or the natural environment. All contaminated soil, for example from leaking machines, must be excavated to the depth of contaminant penetration, placed in appropriate drums and removed to an approved landfill site.

## **13. Cement and concrete batching**

- ✓ Concrete shall not be mixed directly on the ground. The batching activity shall be located in an area of low environmental sensitivity to be identified and approved by the ECO/EO.
- ✓ Unused cement bags shall be stored in a secure weather-proof location (e.g. site container). Use mortar boards / mixing trays and plaster catch boards at mixing and supply points.
- ✓ Empty cement bags shall be collected from the working areas at the end of every day and stored in a wind-proof container, and be disposed of regularly.
- ✓ It is recommended that the permitted location of the batching plant (including the location of the cement stores and sand and aggregate stockpiles) shall be indicated on the site layout plan and approved by the ECO/EO.
- ✓ Waste concrete and cement sludge must be scraped off the side of the batching plant regularly and disposed of appropriately.

#### **14. Excavations**

**Excavations for services shall be undertaken according to project engineers' specifications with the following environmental extensions where applicable:**

- The trench routes and associated working areas must be demarcated before excavation takes place.
- Trench lengths shall be kept as short as practically possible before backfilling and compacting. Excavations should be opened and closed on the same day.

#### **15. Erosion**

**The Contractor shall, as an ongoing exercise, implement erosion and sedimentation control measures to the satisfaction of the ECO/EO such as listed below;.**

- ✓ During construction, the Contractor shall protect all areas susceptible to erosion by installing necessary temporary and permanent drainable works as soon as possible and by taking any other measures necessary to prevent stormwater from scouring slopes, banks, etc.
- ✓ The use of water on the site (especially at concrete batching plants and where large water bowsers are used) must be carefully monitored to ensure that erosion on slopes does not take place.

- ✓ Any erosion channels developed during the construction period shall be backfilled and compacted and the areas restored to a proper condition. The necessary compaction of the replaced sand/soil over trenches must be undertaken.
- ✓ Brushwood removed from excavations should be replaced over the disturbed area to prevent wind and water erosion and facilitate the rehabilitation process.
- ✓ An Anti-erosion compound must consist of organic or inorganic material such that soil particles are bound together and such that dust and erosion are suppressed. The material used must be able to ensure that grass and seeds germinate and thus enable growth.
- ✓ Traffic and movement over stabilised areas should be restricted and controlled, and damage to stabilised areas shall be immediately repaired and maintained to the satisfaction of the ECO/EO.

#### **16. Paleontological, cultural and heritage resources protection**

**If any archaeological or paleontological remains or artefacts are discovered on site, the ECO/EO must be informed immediately to ensure that no damage or destruction to these remains or artefacts occurs. All construction activities, as well as operational activities, occurring on the site, will then have to immediately cease until further notice. SAHRA must be notified and must then investigate the finding.**

#### **17. Protection of fauna and flora species**

- ✓ The construction areas, as well as surroundings, should be kept free from alien and invasive floral species to ensure these species do not spread to surrounding areas and ultimately hamper the re-establishment of natural vegetation.
- ✓ Each construction zone should be demarcated before the commencement of construction activities to ensure that activities do not unduly disturb areas outside of the construction area. Areas to be cleared of vegetation/grass will need to be demarcated.
- ✓ All informal fires on the property shall be prohibited specifically during the construction, operational and rehabilitation phases of the proposed development.
- ✓ The feeding of any animals is prohibited. No food or food products (including waste) may be stored in such a way as to attract scavengers.
- ✓ No domestic pets are permitted on site.
- ✓ Fencing off of any indigenous vegetation or habitats that may occur on the site.

#### **18. Noise prevention by the contractor**

- ✓ The Contractor must take reasonable steps to ensure that noise-generating activities are kept to a minimum. Construction processes and machinery/vehicles with the lowest noise emission values available should be used and machinery must undergo regular maintenance.
- ✓ Working hours shall not be exceeded without the express permission of the authorities. All construction activities should be undertaken according to daylight working hours between the hours of **07:00 – 17:00** on weekdays and **7:30 – 13:00** on Saturdays and no construction activities may be undertaken on Sundays.
- ✓ Adjacent landowners (if there are any) are to be notified if any after-hours construction work is to take place. If any noise complaints are received, they must be dealt with in a practical and timely manner. Where complaints cannot be addressed to the satisfaction of all parties, the Contractor must (if instructed by the Project Manager) provide an independent, registered Noise Monitor to undertake a noise survey and provide recommendations to reduce noise levels.
- ✓ No sound amplification equipment (hooters, loud music, speakers, sirens etc.) is to be used, unless in the case of an emergency.
- ✓ The sound system must be tested before events to ensure that sound levels are high enough to be heard within the property with as little impact on the surrounding community as possible.

## **19. Conclusion**

The Contractor's shall develop an environmental management plan prior to commencement of the project together with environmental emergency procedures to ensure appropriate responses to the project's environmental concerns and any unexpected accidental actions and incidents that could cause environmental impacts. The Contractor and their Sub-Contractor(s) must comply with the environmental emergency preparedness and incident and accident-reporting requirements as per the relevant legal requirements. Final rehabilitation must be completed within a period specified by the Engineer. All disturbed areas must be successfully rehabilitated within one month of completion of the contract. Rehabilitation efforts must ensure that no visible erosion scars remain one month after completion of the contract.



## **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.