



**BID NO: 04/FY/22**

**CONSTRUCTION OF MKAMBATI CURIO SHOP  
AND VIEWING DECK.**

**Closing Date & Time** : 25<sup>th</sup> of May 2021 @ 11:00 am

**A Tender for Category** : 3GB / 3GB PE (Only) CIDB Registered Contractors

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

**Compulsory Briefing** : 5<sup>th</sup> of May 2021, Mkambati Nature Reserve @ 11h00 to 12h00

**GPS Co-ordinates** : 31°16'57.49" S; 29°57'5.92" E

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

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

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

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# 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\*

6 Months

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

-----

DATE OF TENDER

.....

TENDERER 'S SIGNATURE

.....

(Person authorised to sign the TENDER )

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# 1: TENDER

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## PART T1: TENDERING PROCEDURES

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# PART T1: TENDERING PROCEDURES

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# T1.1 TENDER NOTICE AND INVITATION TO TENDER

CONTRACT NO.: 04/FY/22

## CONSTRUCTION OF MKAMBATI CURIO SHOP AND VIEWING DECK

**Tenderers should have a CIDB contractor grading designation 3GB / 3GB PE Only. Bidders with designated grading higher than 3GB PE will not be considered.**

Tenderers will be evaluated on four stages. In Stage 1 bids will be evaluated on pre-requisites, Stage 2 Local Content, (Price and B-BBEE) **80/20** Preference Point System will be applied in Stage 3. In Stage 4 bids will be assessed for risk.

The Tender documents will only be obtainable as from the **23<sup>rd</sup> of April 2021** and should be downloaded from the following websites: [www.visiteasterncape.co.za/procurement/tenders](http://www.visiteasterncape.co.za/procurement/tenders); [www.ectreasury.gov.za](http://www.ectreasury.gov.za);

A **COMPULSORY TENDER CLARIFICATION MEETING** will be held on **05<sup>th</sup> of May 2021 at 11h00 to 12h00** at **Mkambati Nature Reserve GPS co-ordinates 31°16'57.49" S; 29°57'5.92" 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 **120 days** after the closing date for the submission of bids, during which period a tender may not be amended or withdrawn and may be accepted at any time by the Department.

The closing date and time for receipt of bids is **25<sup>th</sup> of May 2021 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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## 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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| <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 Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)”** 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**

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**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 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 Rolando Soto Guelmes  
Address : 47 Darlington Road, Berea  
East London, 5214  
Contact Number : (043) 735 1363

**F.2.1 Eligibility**

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

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

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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 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:

#### **Compulsory Meeting - Location/venue/platform: Mkambati Nature Reserve**

**Date:** 05<sup>th</sup> of May 2021

**Starting time:** 11h00 to 12h00

#### **Alternative Tender offers**

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

#### **F.2.12 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: **UPGRADING OF MKAMBATI NATURE RESERVE**

#### **F.2.15 Closing time**

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

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

#### **F.2.16 Tender offer validity**

The Tender offer validity period is 120 days from the closing time for submission of Bids.

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

**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.

**F.2.23 Certificates**

The following documentation must be provided with the Tender:

1. An Original and Valid Tax clearance Certificate from SARS certifying that the taxes of the Tenderer is in order.
2. Copy of the Central Supplier Database (CSD) Summary Report
3. A Valid Copy of VAT Registration Certificate (if VAT number is not quoted in the Tax Clearance Certificate).
4. Proof of Contractor Registration with the CIDB (CRS number to be provided).
5. A Valid Certified copy of the B-BBEE certificate as issued by a SANAS accredited verification agency, should the Tenderer wish to claim points for B-BBEE status or a certified Sworn Affidavit
6. A Valid Copy of the Tenderer's Workmen's Compensation Certificate, Act 4 of 2002.
7. A Valid Copy of the Tenderer's Unemployment Insurance Certificate, Act 4 of 2002.
8. A signed Joint Venture Agreement (if Tenderer is a Joint Venture)
9. A Valid Certified Copy of the consolidated B-BBEE Status Level Certificate in a case of Joint Ventures

**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

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from multiplying the unit rate by the quantity, the **unit rate as quoted shall govern** and the **line item total shall be corrected**.

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

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

### 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: Pre-requisites
- Stage 2: Local Content Declaration for designated items
- Stage 3: Financial Offer and Preference Evaluation
- Stage 4: Risk Assessment

#### **Stage 1: Pre-requisites**

Over and above the test for responsiveness as described under F3.8 of the Standard Conditions of Tender, failure of the Tenderer to submit the following will result in immediate disqualification:

- (i) Proof of CIDB contractor grading designation equal to **3GB / 3GB PE Only**– refer F2.1 of the Tender Data and Schedule T2.1.6. CRS number also to be provided.
- (ii) Bidders **MUST** reside within the Eastern Cape Province in the Republic of South Africa. **Proof of company address MUST be provided in ANY of the following form:**
- Valid and signed Lease Agreement
  - Utility Bill not older than 3 months
  - Municipal Account not older than 3 months
  - Stamped address confirmation letter from Ward Councillor not older than 3 months
- (iii) Bidders **MUST** provide evidence of execution or completion of at least two (2) wooden structure projects with a value of **R 500 00** and above each project. **NB:** Proof of experience that will be acceptable is **ONLY** the reference forms attached to the bid document. The reference forms must be completed, signed and stamped by the client(s) previously serviced. Reference forms, which are Incomplete or not in compliance with the above requirement will not be considered.

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**NB: Proof of experience that will be acceptable is in any of the following:**

- Bidder Reference Form as attached
  - Bidders must also submit company profile with visuals/photos of relevant work done in line with point (a) above.
- (iv) Financial Capability: Bank Rating Code C or higher
- (v) Team Capability: Bidders to submit comprehensive Curriculum Vitae (CV) of the following including certificates of qualifications, trade test certificates:
- Site Agent
  - Carpenters
  - Occupational Health and Safety Officer
  - Environmental Control officer

**Stage 2: Local Content**

Only locally produced or locally manufactured products and components for construction will be considered based on the prescribed threshold for each component. 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.

**Stage 3: Financial Offer and Preference Evaluation**

Bids will be evaluated based on 80/20 principle, in which a maximum of 80 points will be awarded to price based on the following formulae:

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R50 million 4(a)(i) The following formula must be used to calculate the points for price in respect of bids (including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

$$P_s = 80 \left( 1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where Ps = Points scored for comparative price of tender or offer under consideration; Pt = Comparative price of tender or offer under consideration; and Pmin = Comparative price of lowest acceptable tender or offer.

4(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:

4(b) Subject to subparagraph (4) (c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (80/20 system) |
|------------------------------------|---------------------------------|
| 1                                  | 20                              |
| 2                                  | 18                              |
| 3                                  | 14                              |

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|                           |    |
|---------------------------|----|
| 4                         | 12 |
| 5                         | 8  |
| 6                         | 6  |
| 7                         | 4  |
| 8                         | 2  |
| Non-compliant contributor | 0  |

4(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

4(d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

#### **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 below (Annexure F);
- 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 The contents of the Tender returnables which are to be included in the

#### **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

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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 2

evaluation purposes, such discounts shall be implemented when payment is affected (should the Tender prove to be successful).

- (iii) Points scored shall be rounded off to the nearest 2 decimal places.
- (iv) In the event that two or more Bids score equal total points, the successful Tender must be the one scoring the highest number of preference points for B-BBEE. However, when functionality is part of the valuation process and two or more Bids have scored equal points including equal preference points for B-BBEE, the successful Tender must be the one scoring the highest score for functionality. Should two or more Bids be equal in all respects, the award shall be decided by the drawing of lots.
- (v) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their consolidated B-BBEE status level certificate.
- (vi) A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate Tender.
- (vii) A person must not be awarded points for B-BBEE status level if it is indicated in the Tender documents that such a Tenderer intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a Tenderer qualifies for, unless the intended sub-contractor is an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- (viii) A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

**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.

If it is detected that –

- (a) B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis; or
- (b) any of the conditions of the contract have not been fulfilled.

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

#### **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**

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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

T1.2.11

## T1.3 STANDARD CONDITIONS OF TENDER

### F.1 General

#### F.1.1 Actions

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

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

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

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

#### F.1.2 Tender Documents

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

#### F.1.3 Interpretation

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

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

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

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**F.1.4 Communication and employer’s agent**

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

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

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

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

**F.1.6 Procurement procedures**

**F.1.6.1 General**

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

**F.1.6.2 Competitive negotiation procedure**

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

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

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

**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 |

### **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 the parts communicated electronically in the same format as they were issued by the employer.

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



**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.2.18 Clarification of tender offer after submission**

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

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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 | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

### F.3.6 Non-disclosure

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

### F.3.7 Grounds for rejection and disqualification

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

### F.3.8 Test for responsiveness

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

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

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

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

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

### F.3.9 Arithmetical errors, omissions and discrepancies

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

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

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

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

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

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

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

- 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:

- 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:

---

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

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

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:

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

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**

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

| 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 <sub>m</sub> is the comparative offer of the most favourable comparative offer.<br>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:

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

where: S<sub>o</sub> is the score for quality allocated to the submission under consideration;  
M<sub>s</sub> is the maximum possible score for quality in respect of a submission; and  
W<sub>2</sub> 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,
- complies with the legal requirements, if any, stated in the tender data, and
- 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:

- addenda issued during the tender period,
- inclusion of some of the returnable documents, and

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

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.3.15 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.: 04/FY/22**

**CONSTRUCTION OF MKAMBATI CURIO SHOP AND VIEWING DECK**

**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/<br>Included/<br>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 C1.3)</b> |                                 |
| <b>T2.3</b>         | <b>T2.1</b> | <b>Forms, Certificates and Schedules required for evaluation of Tender responsiveness</b>                             |                                 |
| T2.1.1              | T2.1.1      | Tender Briefing / Site Inspection Certificate   |                                 |
| T2.1.2-<br>T2.1.6   | T2.1.2      | Certificate of Authority for Signatory  |                                 |
| T2.1.7              | T2.1.3      | Registration Certificates / Agreements / Identity Documents   |                                 |
| T2.1.8-<br>2.1.17   | T2.1.4      | Joint Venture / Consortium Disclosure Form  |                                 |
| T2.1.18             | T2.1.5      | Tax Clearance Certificate/ Compliance PIN   |                                 |
| T2.1.19             | T2.1.6      | Proof of Registration with CIDB   |                                 |
| T2.1.20             | T2.1.7      | Proof of Workmen's Compensation Registration  |                                 |
| T2.1.21-<br>T2.1.22 | T2.1.8      | Bidder's/Tender's Reference Evaluation Form   |                                 |
| T2.1.23-<br>T2.1.24 | T2.1.9      | Bidder's/Tender's Reference Evaluation Form   |                                 |
| T2.1.25             | T2.1.10     | Portfolio of Evidence (Company Profile)   |                                 |
| T2.1.26             | T2.1.11     | Bank Rating/ Financial Standing   |                                 |
| T2.1.27             | T2.1.12     | 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>                            |                                 |
| T2.2.1              | T2.2.1      | Record of Addenda to Tender Documents   |                                 |
| T2.2.2              | T2.2.2      | Local Employment Generation   |                                 |
| T2.2.3              | T2.2.3      | Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002)  |                                 |
| T2.2.4-<br>T2.2.5   | T2.2.4      | Form Concerning Fulfilment of the Construction Regulations, 2003  |                                 |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

|                     |        |   |  |
|---------------------|--------|---|--|
| T2.2.6              | T2.2.5 | Form of Required Information                                    |  |
| T2.2.7-<br>T2.2.10  | T2.2.6 | Declaration of Interest   |  |
| T2.2.11-<br>T2.2.13 | T2.2.7 | Declaration of Tenderers past supply Chain Management Practices |  |
| T2.2.14-<br>T2.2.17 | T2.2.8 | Certification of Independent Tender Determination               |  |
| T2.2.18-<br>T2.2.21 | T2.2.9 | Local Content Declaration (SBD 6.2)                             |  |

|                     |        |   |  |
|---------------------|--------|---|--|
| T2.37               | T2.3   | <b>Documentation, Forms and Schedules required for Tender evaluation purposes (Functionality Evaluation)</b>  |  |
| T2.3.1-<br>T2.3.2   | T2.3.1 | Related Experience of Tenderer  |  |
| T2.3.2-<br>T2.3.5   | T2.3.2 | List of Key Personnel   |  |
| T2.3.6-<br>T2.3.7   | T2.3.3 | Schedule of Plant and Equipment   |  |
| T2.3.8-<br>T2.3.9   | T2.3.4 | Schedule of Proposed Sub-Contractors  |  |
| T2.3.10-<br>T2.3.11 | T2.3.5 | Provisional Programme and Method Statement  |  |
| T1.2.6              | F.3.11 | <b>Pre-requisites</b>   |  |
|                     |        | <ul style="list-style-type: none"> <li>• Proof of CIDB contractor grading designation equal to <b>3GB Only</b></li> <li>• Proof of company address</li> <li>• Evidence of execution or completion of at least two (2) General Building projects (GB) with wooden structures.</li> <li>• Portfolio of Evidence</li> <li>• Bank Rating</li> </ul> |  |
| T2.4I               | T2.4   | <b>Other Documentation, Forms and Schedules required for Tender evaluation purposes</b>   |  |
| T2.4.1              | T2.4.2 | Broad-based Black Economic Empowerment Status Level Certificate   |  |
| 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 Bill 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  | T2.1.1-T2.1.20 |
| T2.2                     | Other forms, certificates and schedules that will be incorporated into the contract | T2.2.1-T2.2.21 |
| T2.3                     | Documentation, forms and schedules required for Tender evaluation purposes          | T2.3.1-T2.3.11 |
| T2.4                     | Other documentation, forms and schedules required for Tender evaluation purposes    | T2.4.1-T2.4.2  |

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|                                   |                      |                      |                      |                      |                      |
|-----------------------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text" value="T 2."/> | <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**

|   | <b>Page No.</b> |
|---|-----------------|
| T2.1.1 Tender Briefing / Site Inspection Attendance Certificate | T2.1            |
| T2.1.2 Certificate of Authority for Signatory                   | T2.1.2-T2.1.6   |
| T2.1.3 Registration Certificates/Agreements/Identity Documents  | T2.1.7          |
| T2.1.4 Joint Venture/Consortium Disclosure Form                 | T2.1.8-T2.1.17  |
| T2.1.5 Tax Clearance Requirements                               | T2.1.18         |
| T2.1.6 Proof of Registration with CIDB                          | T2.1.19         |
| T2.1.7 Proof of Workmen’s Compensation Registration             | T2.1.20         |

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|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| 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.....

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|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| 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.04/FY/22** and any contract resulting from it, on behalf of the company.

Chairman: .....

Chairman :.....

As Witness: 1. ....  
2. ....

Date : .....

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| 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.0 4 / F Y / 2 2** 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.***

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|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| 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. 04/FY/22** 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.***

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| 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.04/FY/22** 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.**

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|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| 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 : .....

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| 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.

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|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

T2.1.7

## 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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|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

e) Fax .....

**2. IDENTITY OF EACH NON-AFFIRMABLE JOINT VENTURE PARTNER**

**2.1(a)** Name of Firm .....  
Postal Address .....  
Physical Address .....  
Telephone .....  
Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

..... **2.2(a)** Name of  
Firm .....  
Postal Address ..... Physical  
Address .....  
Telephone .....  
Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

.....

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

**3. IDENTITY OF EACH AFFIRMABLE JOINT VENTURE PARTNER**

**3.1(a)** Name of Firm .....  
Postal Address .....  
Physical Address .....  
Telephone .....  
Fax .....

Contact person for matters pertaining to Joint Venture Participation Goal requirements

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

T 2.  
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 .....

.....

.....

.....

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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

.....

.....

.....

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

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

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

**7. CONTROL AND PARTICIPATION IN THE JOINT VENTURE**

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

---



---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| 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**

.....

T 2.

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”.

T 2.  
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/<br>DISCIPLINE | NUMBER EX<br>AFFIRMABLE JOINT<br>VENTURE PARTNERS | NUMBER EX NON-<br>AFFIRMABLE JOINT<br>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

.....

.....

T 2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

.....  
.....

**11. CONTROL AND STRUCTURE OF THE JOINT VENTURE**

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

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

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

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

Signature .....

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

Name .....

Address .....

Telephone .....

Date .....

Signature .....

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

.....

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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

---

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

---

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

---

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

---

T 2.  
Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Signature .....

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

.....

Address .....

Telephone .....

Date .....

T 2.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## T2.1.5 TAX CLEARANCE CERTIFICATE

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' original valid tax clearance certificate/ Tax compliance PIN must be attached hereto.

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 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, each partner shall provide their own valid CIDB registration certificate.

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



## 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)

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

T2.1.20

## 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 |  |
|   | Very Poor | 1 |  |

T 2.

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.**

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| 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 |  |

T 2.

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: |

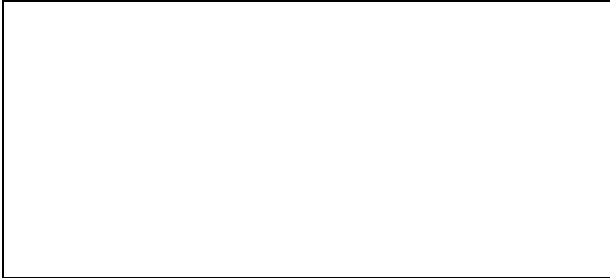
**OVERALL PERFORMANCE**

|           |  |      |  |      |  |      |  |           |  |
|-----------|--|------|--|------|--|------|--|-----------|--|
| 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.**

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

## T2.1.10 PORTFOLIO OF EVIDENCE (COMPANY PROFILE)

Bidders shall attach portfolio of evidence in the form of a company profile. Portfolio of evidence shall include experience with timber buildings and structures, demonstrating that the completed projects were in accordance with SANS10400 and SANS 10082.

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

T2.1.25

## T2.1.11 BANK RATING/ FINANCIAL STANDING

The Tenderer shall attach hereto valid proof of financial standing or proof of bank rating code C or higher.

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

T2.1.26

## T2.1.12 TENDERER'S TEAM CAPABILITY

Bidders to submit comprehensive Curriculum Vitaes (CV) of the following including certificates of qualifications, trade test certificates:

- Site Agent
- Carpenters
- Occupational Health and Safety Officer
- Environmental Control Officer

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

T2.1.27



**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  | T2.2.1          |
| T2.2.2 Local Employment Generation  | T2.2.2          |
| T2.2.3 Unemployment Insurance Fund (UIF) – Registration Certificate (Act 4 of 2002) | T2.2.3          |
| T2.2.4 Form Concerning Fulfilment of the Construction Regulations, 2003             | T2.2.4-T2.2.5   |
| T2.2.5 Form of Required Information   | T2.2.6          |
| T2.2.6 Declaration of Interest  | T2.2.7-T2.2.10  |
| T2.2.7 Declaration of Tenderers past supply Chain Management Practices              | T2.2.11-T2.2.13 |
| T2.2.8 Certification of Independent Tender Determination                            | T2.2.14-T2.2.17 |
| T2.2. Local Content Declaration   | T2.2.18-T2.2.21 |

---

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
| T 2.       |           |           |          |           |           |
| 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 Authorised Person)

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## T2.2.2 LOCAL EMPLOYMENT GENERATION

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

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

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

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

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

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

| Number of persons planned to be employed |         |             |         |             |         |             |         |             |         |             |          |             |         |             |
|--|---------|-------------|---------|-------------|---------|-------------|---------|-------------|---------|-------------|----------|-------------|---------|-------------|
| Occupational Category                    | Total   |             | Adult   |             |         |             | Youth   |             |         |             | Disabled |             |         |             |
|  |         |             | Female  |             | Male    |             | Female  |             | Male    |             | Female   |             | Male    |             |
|  | Persons | Person Days | Persons | Person Days | Persons | Person Days | Persons | Person Days | Persons | Person Days | Persons  | Person Days | Persons | Person Days |
| Clerical                                 |         |             |         |             |         |             |         |             |         |             |          |             |         |             |
| Labourer                                 |         |             |         |             |         |             |         |             |         |             |          |             |         |             |
| Managerial                               |         |             |         |             |         |             |         |             |         |             |          |             |         |             |
| Semi skilled                             |         |             |         |             |         |             |         |             |         |             |          |             |         |             |
| Skilled                                  |         |             |         |             |         |             |         |             |         |             |          |             |         |             |
| Supervisor                               |         |             |         |             |         |             |         |             |         |             |          |             |         |             |
| <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, Labourer, Managerial, Semi skilled, Skilled and Supervisor).

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 (Authorised Person)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

---

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

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

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

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

|            |  |
|------------|--|
| <b>YES</b> |  |
| <b>NO</b>  |  |

- 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:<br>.....<br>.....<br>.....<br>.....<br>.....<br>..... |  |

- 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 |

**T2.2.5                    FORM OF REQUIRED INFORMATION**

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

NAME OF TENDERER .....  
POSTAL ADDRESS .....  
STREET ADDRESS .....  
TELEPHONE NUMBER CODE ..... NUMBER .....  
CELLPHONE NUMBER .....  
FACSIMILE NUMBER CODE ..... NUMBER .....  
VAT REGISTRATION NUMBER.....

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

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN  
SUBMITTED? (MBD 6.1) **YES/NO**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?  
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)   
A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL   
ACCREDITATION SYSTEM (SANAS) †  
A REGISTERED AUDITOR †   
(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

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

SIGNATURE OF TENDERER: .....

DATE: .....

CAPACITY IN WHICH THIS TENDER IS SIGNED: .....

Contractor                    Witness 1                    Witness 2                    Employer                    Witness 1                    Witness 2

**T2.2.6**

**DECLARATION OF INTEREST**

**TENDERERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED AND THEIR NAMES AND COMPANY DETAILS WILL BE SUBMITTED TO NATIONAL TREASURY AND PROVINCIAL TREASURY TO BE BLACK LISTED. SHOULD YOUR INTEREST BE DISCOVERED AFTER THE AWARD OF THE CONTRACT THE MUNICIPALITY SHALL TERMINATE YOUR CONTRACT ON THE BASIS OF THE ABOVE**

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to Tender (includes a price quotation, advertised competitive Tender, limited Tender or proposal). In view of possible allegations of favouritism, should the resulting Tender, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the Tenderer or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the Tenderer is employed by the state; and/or
- the legal person on whose behalf the Tendering document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the Tender(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the Tender.

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.

2.1. Full Name of Tenderer or his or her representative:

.....

2.2. Identity Number:

.....

2.3. Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):

.....

- 
1. "State" means –
- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
  - (b) any municipality or municipal entity;
  - (c) Provincial legislature;

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



(d) National Assembly or the National Council of Provinces; or  
(e) Parliament

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

2.4. Company Registration Number:

.....

2.5. Tax Reference Number:

.....

2.6. VAT Registration Number:

.....

2.7. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / perusal numbers must be indicated in paragraph 3 below.

2.8. Are you or any person connected with the Tenderer presently employed by the state?

**YES / NO**

2.8.1. If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member

.....

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

.....

Position occupied in the state institution:

.....

2.8.2. Any other particulars:

.....

.....

.....

2.8.3. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

**YES / NO**

2.8.3.1. If yes, did you attached proof of such authority to the Tender document?

**YES / NO**

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

.....

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

2.9. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months?

**YES / NO**

2.9.1. If so, furnish particulars:

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

2.10. Do you, or any person connected with the Tenderer, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this Tender?

**YES / NO**

2.10.1. If so, furnish particulars.

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

2.11. Are you, or any person connected with the Tenderer, aware of any relationship (family, friend, other) between any other Tenderer and any person employed by The state who may be involved with the evaluation and or adjudication of this Tender?

**YES/NO**

2.11.1. If so, furnish particulars.

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

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

**YES/NO**

2.12.1. If so, furnish particulars:

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

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

**3. FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS**

| FULL NAME | IDENTITY NUMBER | PERSONAL TAX REFERENCE NUMBER | STATE EMPLOYEE NUMBER / PERUSAL NUMBER |
|-----------|-----------------|-------------------------------|--|
|           |                 |                               |  |
|           |                 |                               |  |
|           |                 |                               |  |
|           |                 |                               |  |

**4. DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE TENDER OR DEEM ME TO BE IN DEFAULT OF THE CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position (Print) Name of Tenderer

.....

**FAILURE TO SIGN THE DOCUMENT MIGHT LEAD TO DISQUALIFICATION**

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **T2.2.7 DECLARATION OF TENDERERS PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

**Penalty:** -

Upon detecting any false claim or statement hereunder will result in the Tenderers de-registration and the Tenderer will be prevented from participation in future contracts for a period of three (3) years.

1. This Standard Tendering Document must form part of all Bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The TENDER of any Tenderer may be disregarded if that Tenderer, or any of its directors have -
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or
  - c. failed to perform on any previous contract.

**4. In order to give effect to the above, the following questionnaire must be completed and submitted with the Tender.**

| ITEM  | QUESTION  | YES      | NO      |
|-------|---|----------|---------|
| 4.1   | Is the Tenderer or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?<br><br><b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b> | Yes<br>† | No<br>† |
| 4.1.1 | If so, furnish particulars:   |          |         |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

|       |   |          |         |
|-------|---|----------|---------|
| 4.2   | <p>Is the Tenderer or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b></p> | Yes<br>† | No<br>† |
| 4.2.1 | If so, furnish particulars:   |          |         |
| 4.3   | Was the Tenderer or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?  | Yes<br>† | No<br>† |
| 4.3.1 | If so, furnish particulars:   |          |         |
| 4.4   | Was any contract between the Tenderer and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?   | Yes<br>† | No<br>† |
| 4.4.1 | If so, furnish particulars:   |          |         |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Tenderer**

I confirm that I am duly authorized to sign this contract.

---

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

## **T2.2.8 CERTIFICATE OF INDEPENDENT TENDER DETERMINATION**

1. This Standard Tendering Document (SBD) must form part of all Bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive Tendering (or Tender rigging)<sup>2</sup>. Collusive Tendering is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the Tender of any Tenderer if that Tenderer, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the Tendering process or the execution of that contract.
4. This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when Bids are considered, reasonable steps are taken to prevent any form of Tender-rigging.
5. In order to give effect to the above, the attached Certificate of Tender Determination must be completed and submitted with the Tender:

- 
1. **Includes price quotations, advertised competitive Bids, limited Bids and proposals.**
  2. **Tender rigging (or collusive Tendering) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a Tendering process. Tender rigging is, therefore, an agreement between competitors not to compete.**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

I, the undersigned, in submitting the accompanying Tender:

**CONTRACT:**

---

in response to the invitation for the Tender made by:

---

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect: I certify, on behalf of: \_\_\_\_\_ that:

(Name of Tenderer)

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

---

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

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



6. The Tenderer has arrived at the accompanying Tender independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive Tendering.
7. In particular, without limiting the generality of paragraph 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a Tender;
  - (e) the submission of a Tender which does not meet the specifications and conditions of the Tender; or
  - (f) Tendering with the intention not to win the Tender.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this Tender invitation relates.
9. The terms of the accompanying Tender have not been, and will not be, disclosed by the Tenderer, directly or indirectly, to any competitor, prior to the date and time of the official Tender opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to Bids and contracts, Bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

11. **N.B.:- THIS FORM MUST BE SIGNED BY THE TENDERER AND TWO WITNESSES**

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Tenderer

WITNESS (1) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_

WITNESS (2) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## T2.2.9 LOCAL CONTENT DECLARATION (SBD 6.2)

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

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

### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.**

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

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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:

| Description of services, works or goods                | Stipulated minimum threshold |
|--|------------------------------|
| Item 3 /p42 Galvanised steel H-profile jointing strips | 100%                         |
| Bill no 13 / pg 55 -56 PVC pipes including fittings    | 100%                         |

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

(Tick applicable box)

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

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

The relevant rates of exchange information 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.

|  |
|--|
|  |
|--|

Contractor

|  |
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|--|

Witness 1

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|--|

Witness 2

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|--|

Employer

|  |
|--|
|  |
|--|

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.**  
**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.**

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- (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 (PPFFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## Annex C

### Local Content Declaration - Summary Schedule

|                                  |   |
|----------------------------------|---|
| <b>Bid No.</b>                   | 04/FY/22  |
| <b>Bid description:</b>          | Construction of Curio Shop & Viewing deck   |
| <b>Designated product(s)</b>     |   |
| <b>Tender Authority:</b>         |   |
| <b>Bid Entity name:</b>          | ECPTA   |
| <b>Bid Exchange Rate:</b>        | Pula <input style="width: 50px;" type="text"/> EU <input style="width: 50px;" type="text"/> GBP <input style="width: 50px;" type="text"/> |
| <b>Specified local content %</b> |   |

**Note: VAT to be excluded from all calculations**

| Calculation of local content |  |                             |                         |  |                |             |                            | Bid summary   |                 |                                 |                        |
|------------------------------|--|-----------------------------|-------------------------|--|----------------|-------------|----------------------------|---|-----------------|---------------------------------|------------------------|
| Bid item no's                | List of items                              | 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 |
| Item3 /p42                   | Galvanised steel H-profile jointing strips |                             |                         |  |                |             | 100%                       |   |                 |                                 |                        |
| Bill No 12/p55-56            | PVC pipes including fittings               |                             |                         |  |                |             | 100%                       |   |                 |                                 |                        |
|                              |  |                             |                         |  |                |             |                            | <b>Total bid value</b>                                |                 |                                 |                        |
|                              |  |                             |                         |  |                |             |                            | <b>Total Exempt imported content</b>                  |                 |                                 |                        |
|                              |  |                             |                         |  |                |             |                            | <b>Total bid value net of exempt imported content</b> |                 |                                 |                        |
|                              |  |                             |                         |  |                |             |                            | <b>Total Imported content</b>                         |                 |                                 |                        |
|                              |  |                             |                         |  |                |             |                            | <b>Total local content</b>                            |                 |                                 |                        |
|                              |  |                             |                         |  |                |             |                            | <b>Average local content % of tender</b>              |                 |                                 |                        |

**Signature of Bidder** \_\_\_\_\_

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## **T2.3 DOCUMENTATION, FORMS AND SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES**

|  | <b>Page No.</b>  |
|--|------------------|
|  | <b>Page No.</b>  |
| T2.3.1 Related Experience of Tenderer          | T2.3.1-T2.3.2    |
| T2.3.2 List of Key Personnel                   | T2.3.3 -T2.3.5   |
| T2.3.3 Schedule of Plant and Equipment         | T2.3.6 -T2.3.7   |
| T2.3.4 Schedule of Proposed Sub-Contractors    | T2.3.8 -T2.3.9   |
| T2.3.5 Construction Programme                  | T2.3.10.-T2.3.11 |
| Refer Section F.3.11 – Stage 1: Pre-requisites | <b>T1.2.6</b>    |

---

|                      |                      |                      |                      |                      |                      |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <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            |



## T2.3.1 RELATED EXPERIENCE OF TENDERER

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

### 1. PREVIOUS PROJECTS UNDERTAKEN:

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

2. **CURRENT PROJECTS UNDERTAKEN:**

| EMPLOYER                           |   | DESCRIPTION AND NATURE OF WORKS/ SERVICES | VALUE OF WORK (INCL. VAT) | DATE COMPLETED |
|------------------------------------|---|---|---------------------------|----------------|
| EMPLOYER/ CONTACT PERSON/ TEL. NO. | CONSULTING ENGINEER/ CONTACT PERSON/ TEL. NO. |   |                           |                |
|                                    |   |   |                           |                |
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DATE: \_\_\_\_\_ SIGNATURE OF TENDERER: \_\_\_\_\_

(Authorised Person)

Contractor    
  Witness 1    
  Witness 2    
  Employer    
  Witness 1    
  Witness 2

## T2.3.2 LIST OF KEY PERSONNEL

For purpose of evaluating functionality, the Tenderer shall attach hereto a shortened CV for each key member available to work on the project in the Categories Project Manager, Site Foreman and Plant Operators/Artisans personnel (using the template provided). (Refer Section F.3.11 – Stage 2: Functionality (ii)).

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

| NAME | JOB | RESPONSIBILITIES AND AVAILABILITY TO PROJECT | QUALIFICATIONS (ATTACHED COPY) | EXPERIENCE |
|------|-----|--|--------------------------------|------------|
|      |     | PROJECT MANAGER                              |                                |            |
|      |     | SITE FOREMAN                                 |                                |            |
|      |     |  |                                |            |
|      |     |  |                                |            |
|      |     |  |                                |            |
|      |     |  |                                |            |

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

# **CURRICULUM VITAE OF KEY PERSONNEL**

## **NB: BIDDERS MUST SUBMIT CV's OF KEY PERSONNEL**

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

|  |                          |
|--|--------------------------|
| <b>Responsibility or role on the project (as per table T2.3.2)</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>Years with firm :</b> |
| <b>Employment record : (List of chronological order starting with earliest work experience)</b>  |                          |
| <b>Experience record pertinent to required service:</b>  |                          |
| <b>Certification :</b>   |                          |
| <p><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></p> |                          |
| <p>_____</p> <p><b>(Signature of Person named in schedule)</b> <span style="float: right;"><b>Date</b></span></p>  |                          |

Attach additional pages if more space is required

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

## **SUPPLEMENTARY INFORMATION**

Please attach any supporting documentation, supplementary information and Curriculum Vitae to this page.

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

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

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

| DESCRIPTION (type, size, capacity etc) | QUANTITY | YEAR OF MANUFACTURE |
|--|----------|---------------------|
|  |          |                     |
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Attach additional pages if more space is required

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Contractor      Witness 1      Witness 2      Employer      Witness 1      Witness 2

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

| DESCRIPTION (type, size, capacity, etc.) | QUANTITY | HOW ACQUIRED |        |
|--|----------|--------------|--------|
|  |          | HIRE/<br>BUY | SOURCE |
|  |          |              |        |
|  |          |              |        |
|  |          |              |        |
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Attach additional pages if more space is required

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

DATE: \_\_\_\_\_ SIGNATURE OF TENDERER: \_\_\_\_\_  
(Authorised Person)

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Witness 1

\_\_\_\_\_  
Witness 2

### T2.3.3 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<br>NUMBER OF SUB-CONTRACTOR/SMME | SMME (YES / NO) | SMME CATEGORY<br>MEDIUM/<br>SMALL/<br>VERY SMALL/<br>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 organisations, 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:<br>Less than: | Total annual turnover:<br>Less than: | Total gross asset value (fixed property excluded):<br>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** to any other enterprise that does not have an equal or higher BBB-EE status level than the entity concerned, unless the contract is sub-contracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.

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

(Authorised Person)

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

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

T2.3.10

## T2.3.4 CONSTRUCTION METHODOLOGY AND PROGRAMME

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

The respondent must explain its understanding of the requirements for successful planning and implementation of an accelerated infrastructure development programme.

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

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

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

| DESCRIPTION OF PHASE AND SECTION OF THE WORKS | ENVISAGED DURATION (WEEKS) | STARTING WEEK NO.* | FINISHING WEEK NO. |
|---|----------------------------|--------------------|--------------------|
| Site handover                                 | 1                          | 1                  | 1                  |
| Site establishment                            |                            |                    |                    |
|   |                            |                    |                    |
|   |                            |                    |                    |
|   |                            |                    |                    |
|   |                            |                    |                    |
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|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

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

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

DATE : \_\_\_\_\_ SIGNATURE OF TENDERER \_\_\_\_\_  
 (Authorised Person)

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

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

**Page No.**

T2.4.1    Broad Based Black Empowerment Status Level Certificate

T2.41

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

T2.4.i

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## **T2.4.1 BROAD-BASED BLACK ECONOMIC EMPOWERMENT STATUS LEVEL CERTIFICATE**

**Tenderer to attach hereto the Broad-Based Black Economic Empowerment Status Level Certificate of the Tendering Company and/or Joint Venture Partners.**

Only B-BBEE status level certificates issued by the following are valid:

- Verification Agencies accredited by the South African National Accreditation System (SANAS); or
- Registered Auditors approved by the Independent Regulatory Board of Auditors (IRBA) in accordance with the approval granted by the Department of Trade and Industry.

### **GENERAL**

The following is an abstract from the Preferential Procurement Regulations 2011 promulgated with the Preferential Policy Framework Act No 5 of 2000:

“10 (1) Tenderers with annual total revenue of R5 million or less qualify as Exempted Micro Enterprises (EMEs) in terms of the Broad-Based Black Economic Empowerment Act and must submit a certificate issued by a registered auditor, accounting officer (as contemplated in section 60(4) of the Close Corporation Act, 1984 (Act No. 9 of 1984)) or an accredited verification agency.

- (1) Tenderers other than Exempted Micro-Enterprises (EMEs) must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating.
- (2) The submission of such certificates must comply with the requirements of instructions and guidelines issued by the National Treasury and be in accordance with notices published by the Department of Trade and Industry in the Government Gazette.
- (3) The B-BBEE status level attained by the Tenderer must be used to determine the number of points contemplated in regulations 5 (2) and 6 (2).”

**Notes: Exempted Micro-Enterprises are deemed to have B-BBEE Status of “Level Four Contributor” having a B-BBEE procurement recognition of 100%.**

**Exempted Micro-Enterprise qualifies for a promotion to a B-BBEE Status of “Level Three Contributor” having a B-BBEE procurement recognition of 110%.**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## T2.1 LIST OF RETURNABLE DOCUMENTS

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

| Clause referred to in Standard Conditions of Tender | Document  |
|---|---|
| 2.1   | <p>Tenderers should provide their CRS Number of registered Contractor as well as JV Partner*. CRS Number of Tenderers or JV Partners needs to be filled in below:</p> <p><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.<br/>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 and <b>Original Valid Tax Clearance Certificate</b>.</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.: 04/FY/22**

**CONSTRUCTION OF MKAMBATI CURIO SHOP AND VIEWING DECK**

**PORTION 2: CONTRACT**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



---

**EASTERN CAPE PARKS & TOURISM AGENCY**

**CONTRACT NO.: 04/FY/22**

**CONSTRUCTION OF MKAMBATI CURIO SHOP AND VIEWING DECK**

**PART C1: THE CONTRACT**

---

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

---

## PART C1 : THE CONTRACT

### Notes :

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

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

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

| <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.04/FY/22 – CONSTRUCTION OF MKAMBATI CURIO SHOP AND VIEWING DECK**

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 2005 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)

---

Address:

---

---

---

Witness :

---

Signature :

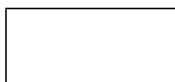
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Name :

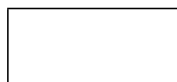
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Date :

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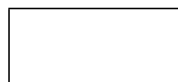
Contractor



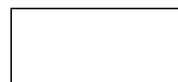
Witness 1



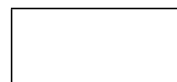
Witness 2



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.

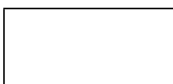
A Tenderer’s covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded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

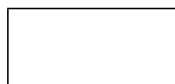
Any change or addition to the Tender documents arising from the above agreements and recorded here shall also be incorporated in to the final draft of the Contract.

- 1. **Subject :** \_\_\_\_\_  
**Details :** \_\_\_\_\_  
\_\_\_\_\_
- 2. **Subject :** \_\_\_\_\_  
**Details :** \_\_\_\_\_  
\_\_\_\_\_
- 3. **Subject :** \_\_\_\_\_  
**Details :** \_\_\_\_\_  
\_\_\_\_\_
- 4. **Subject :** \_\_\_\_\_  
**Details :** \_\_\_\_\_  
\_\_\_\_\_
- 5. **Subject :** \_\_\_\_\_  
**Details :** \_\_\_\_\_  
\_\_\_\_\_
- 6. **Subject :** \_\_\_\_\_  
**Details :** \_\_\_\_\_  
\_\_\_\_\_

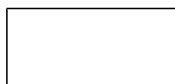
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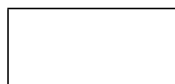
Contractor



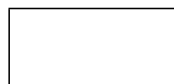
Witness 1



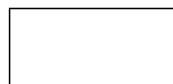
Witness 2



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:** \_\_\_\_\_

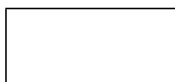
**Tenderer (Name and address of organisation):** \_\_\_\_\_  
\_\_\_\_\_

**Witness :**

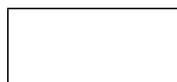
**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

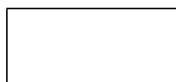
**Date:** \_\_\_\_\_



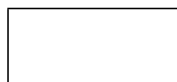
Contractor



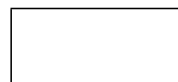
Witness 1



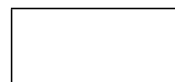
Witness 2



Employer



Witness 1



Witness 2



**FOR THE TENDERER :**

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

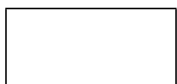
**Capacity:** \_\_\_\_\_

**Witness :**

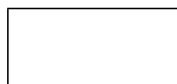
**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

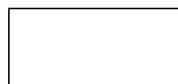
**Date:** \_\_\_\_\_



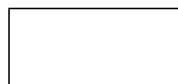
Contractor



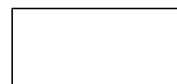
Witness 1



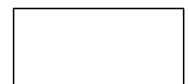
Witness 2



Employer



Witness 1



Witness 2

C1.

**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

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

C1.

## **PART 1 : GENERAL CONDITIONS OF CONTRACT**

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 of March 2005)** 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; 041- 365 1835) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312003; 041- 585 8037)

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 Standardised Specifications in the interpretation of any ambiguity or inconsistency.

## **PART 2 : SPECIAL CONDITIONS OF CONTRACT**

### **1. GENERAL**

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the JBCC 2005 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the JBCC 2005, and the applicable heading, or (where a new special conditions that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the Conditions, and an appropriate heading.

The Forms included in the JBCC 2005, are replaced with the Forms included in this Project Document.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**2. AMENDMENTS TO THE JBCC 2005 CONDITIONS OF CONTRACT**

**SCC 1.1 Definitions**

**SCC 1.1** "Bills of Quantities"

**Add the following :**

"For this Contract "Schedule of Quantities" will have the same meaning as "Bills of Quantities" and will form part of the Pricing Data as defined in the General Conditions of Contract."

**SCC 1.1**

"**Drawings**" means all drawings, calculations and technical information forming part of the Contract Documents and any modifications thereof or additions thereto from time to time approved in writing by the Engineer or delivered to the Contractor by the Engineer.

**SCC 1.1 "Letter of Notification"** means the letters of formal notification, signed by the Employer, of the decision of the Supply Chain Management Tender Adjudication Committee sent to all Tenderers. The notification of the decision does not form part of the Employer's Acceptance of the successful Tenderer's Offer and no rights shall accrue."

**SCC 1.9 Add the following new Clause :**

"**SCC 1.9** The copyright in all documents, drawing and records (prepared by the Engineer) related in any manner to the Works shall vest in the Employer or the Engineer or both (according to the details of the Contract that has been entered into by the Engineer and the Employer for the Works), and the Contractor shall not furnish any information in connection with the Works to any person or organization without the prior approval of the Employer to this effect."

**SCC 3.5** Delete sub-clause 3.5

**SCC 3.6** Delete sub-clause 3.6

**SCC 3.9** Delete sub-clause 3.9

**SCC 3.10** Delete sub-clause 3.10

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCC 7            Legal Provisions**

**Add the following:**

**7.3** The Occupational Health and Safety Act No. 85 and Amendment Act No. 181 of 1993 and the Construction Regulations 2003 will in all respects be applicable to this contract.”

**7.3.1            Contractor’s liability as mandatory**

“Notwithstanding any actions which the Employer may take, the Contractor accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993), and all its regulations, including the Construction Regulations, 2003, for which he is liable as mandatory. By entering into this Contract it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act.”

**7.3.2            Contractor to notify Employer**

“The Employer retains an interest in all inquiries conducted under this Contract in terms of Section 31 and/or 32 of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and its Regulations following any incident involving the Contractor and/or Sub-Contractor and/or their employees. The Contractor shall notify the Employer in writing of all investigations, complaints or criminal charges which may arise pursuant to work performed under this Contract in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and Regulations.”

**7.3.3            Contractor’s Designer**

“The Contractor and his designer shall accept full responsibility and liability to comply with the Occupational Health and Safety Act, 1993 (Act 85 of 1993) and the Construction Regulations, 2003 for the design of the Temporary Works and those parts of the Permanent Works which the Contractor is responsible to design in terms of the Contract.”

**SCC 13            Add sub-clause 13.3**

“The contractor may not subcontract the whole of the work without the written instruction or approval of the employer and principal agent. In such event the employer may require the contractor to cede the contract to the subcontractor.”

**SCC 14            Amend sub-clause 14.1**

“The employer shall choose security to be provided. The contractor shall provide the security required or chosen by the employer in the contract data. The

required security shall be included in the contractor’s tender.

**SCC 15.1.1            Delete sub-clause 15.1.1**

**SCC 21            Replace sub-clause 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:**

“The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work.”

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**SCC 30.1** Replace reference to 36.3 at end of sentence with 36.0

**SCC 31.12** Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."

**SCC 32.12** Delete sub-clause

**SCC 34.13** Delete the words in sub-clause 34.13 "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"

**SCC 40.0(41)** Delete in the Substitute Provisions (41.0 State Clauses) clause 40.2.1, 40.2.2 and 40.3/4/5/6 and replace with the following:

40.1# Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractor on the other arise out of this **agreement**, such dispute shall be referred to adjudication.

40.2# Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4 .

40.3# If provided in the **schedule**, a dispute shall be finally settled by a single

Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.

40.4# If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

**SCC 12.1 (41.0)** Delete 12.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 12.1 apply to the **state** and replace “**contractor**” in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with “The party responsible in terms of 12.1”

**SCC 12.2 (41.0)** Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State Clauses) to read “Where the **contractor** is responsible for insurances, the **contractor** shall .....

**SCC 11.1 (41.0)** Delete clause 11.1 in the Substitute Provisions (41.0 State Clauses) so that the provisions of 11.1 apply to the **state**.

**SCC 41.0** Delete the definitions for **CONSTRUCTION PERIOD** and **INTEREST** in clause 41.1.3 in the substitute provisions (Clause 41.0 State Clauses)

**SCC 41.0** Delete in the **state** clauses sub-clauses 31.11.1 and 31.11.2. Sub-clause 31.11.1 of the non-**state** clauses will apply to the **contract**

**SCC 41.0** Delete in the **state** sub-clause 10.3 . Sub-clause 10.3 of the non-**state** clauses will

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

apply to the **contract**

**SCC 41.0** Add sub-clause 32.15 and 34.3 to 5.1.2

**SCC 41.0** Add in the following clause to 41.0

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 stated date 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



## C1.2.2 CONTRACT SPECIFIC DATA

### A. DATA TO BE PROVIDED BY THE EMPLOYER

#### PART 1 : DATA PROVIDED BY THE EMPLOYER

##### 42.1.1 The Employer is the **Eastern Cape Parks & Tourism Agency**

The address of the Employer is: 17-25 Oxford Street, East London

Telephone: (043) 705 4400

Facsimile: (043) 742 5566

Address (postal): P.O. Box 11234, Southernwood, East London, 5213

##### 42.1.2 The Principal Agent is **JKN Development Consultants (Pty) Ltd**

Telephone: (043) 735 1363

Facsimile: (086) 666 1423

Address (physical): 47 Darlington Road, Berea, East London

##### 42.2.1 **MKAMBATI NATURE RESERVE CURIO SHOP, AND VIEWING DECK** - The Works comprise of the following:

- Construction of New Curio Shop
- Construction of New Viewing decks

##### 42.2.2 The Works or installations to be undertaken by direct contractors comprises

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

*Not Applicable*

**42.2.3** The Employer is an organ of State

- The interest 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) will apply.
- Lateral support insurance is to be effected by the contractor
- Payment will be made for materials and goods
- Extended defects liability period will apply to the following elements:

*Not applicable*

**42.2.4** Possession of the site is to be given within seven days of the contractor providing the employer with construction guarantees in accordance with the provisions of 14.0 and the Contract has been signed by both parties.

**42.2.5** The period for the commencement of the works after the contractor takes possession of the site is 7 working days.

Completion:

For the works as a whole:

The date for practical completion is ..... (Contractor to complete)

The penalty per calendar day is R 1000 up to a maximum of 10% of the contract value there after the employer shall have a right during the identified delay period to step- in and accelerate the work or appoint a third party to assist or complete the works to reach practical completion at the planned period. The appointed third party work shall be at the cost of the contractor.

**42.2.9** The law applicable to the agreement shall be that of the Republic of South Africa.

**42.3.1** Contract works insurance (construction guarantee) is to be effected by the contractor for a sum not less than the contract sum plus 10%.

The supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Insurance Association. (SASRIA)

**42.3.3** Public liability insurance to be effected by the contractor for the sum of R 10 000 000.00 with a deductible in an amount that the contractor deems appropriate.

**42.3.4** Support insurance: Deemed Not Applicable

**42.4.1** A waiver of the contractor's lien or right of continuing possession is required.

**42.4.2** Three copies of the construction document are to be supplied to the contractor free of charge.

**42.4.5** JBCC Engineering General Conditions are not to be included in the contract document.

**42.4.6** CPAP shall only be applicable to works that progress to later than twelve (12) months from commencement date. Where the period is prolonged beyond the first twelve months due to the delay or non- performance by the employer, the CPAP shall be applicable; however where the period is extended due contractor's failure to perform or delay caused by the contractor CPAP shall not be applicable. CPAP is not applicable to this Project.

The value of the certificates issued shall be adjusted in accordance with the JBCC Contract Price Adjustment Schedules.

**31.3** The issue of an interim payment certificates shall be done no later than the 25<sup>th</sup> of each month.

**14.5** The employer will not provide advanced payments against an advanced payment guarantee

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**14.2 and 14.4** The construction guarantee is to be a fixed guarantee in accordance with the JBCC.

**40.0** Dispute resolution shall be by adjudication. If a dispute is unresolved by adjudication the dispute shall be finally settled by an arbitrator to be agreed between the parties.

**PART 2 : DATA PROVIDED BY THE CONTRACTOR**

**Clause 42.5.1:**

The name of the Contractor is

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*The legal name of the Contractor.*

**Clause 42.5.1 [1.2]:**

The address of the Contractor is

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*The physical address, postal address, e-mail address and/or fax number where the Contractor will receive notices.*

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### C1.2.3 CONSTRUCTION GUARANTEE

#### GUARANTOR DETAILS AND DEFINITIONS

Guarantor means .....

..

Physical address .....

..

.....

..

Guarantor's signatory 1 ..... Capacity.....

..

Guarantor's signatory 1 ..... Capacity .....

..

Employer means **The Eastern Cape Parks and Tourism Agency**

Contractor means .....

..

Agent means .....

..

Works means .....

Site means .....

..

Agreement means the JBCC Series 2000 Principal Building Agreement

Contract Sum i.e. the total of prices in the Form of Offer and Acceptance inclusive of VAT

Amount in figures R .....

Amount in words .....

(Rand)

Guaranteed Sum means the maximum aggregate amount of R .....

Amount in words .....

(Rand)

- 1 The Guarantor's liability shall be limited to the amount of the Guaranteed Sum as follows:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

| GUARANTOR'S LIABILITY   | PERIOD OF LIABILITY   |
|---|---|
| Maximum Guaranteed Sum (not exceeding 10 % of the contract sum) in the amount of:<br>.....<br>.....<br>(Rands) (R ..... ) | From and including the date of issue of this Construction Guarantee and up to and including the date of the only practical completion certificate or the last practical completion certificate where there are sections, upon which this Construction Guarantee shall expire. |

- 2** The Guarantor hereby acknowledges that:
- 2.1** Any reference in this Guarantee to the Agreement is made for the purpose of convenience and shall not be construed as any intention whatsoever to create an accessory obligation or any intention whatsoever to create a suretyship.
- 2.2** Its obligation under this Guarantee is restricted to the payment of money.
- 3** Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:
- 3.1** A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2
- 3.2** A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.
- 3.3** A copy of the said payment certificate which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.
- 4** Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:
- 4.1** The Agreement has been cancelled due to the Contractor's default and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the notice of cancellation; or
- 4.2** A provisional sequestration or liquidation court order has been granted against the Contractor and that the Guarantee is called up in terms of clause 4. The demand shall enclose a copy of the court order.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- 5 It is recorded that the aggregate amount of payments required to be made by the Guarantor in terms of clauses 3 and 4 shall not exceed the Guarantor's maximum liability in terms of clause 1.
- 6 Where the Guarantor is a registered insurer and has made payment in terms of clause 4, the Employer shall upon the date of issue of the final payment certificate submit an expense account to the Guarantor showing how all monies received in terms of the Guarantee have been expended and shall refund to the Guarantor any resulting surplus. All monies refunded to the Guarantor in terms of this Guarantee shall bear interest at the prime overdraft rate of the Employer's bank compounded monthly and calculated from the date payment was made by the Guarantor to the Employer until the date of refund.
- 7 Payment by the Guarantor in terms of clause 3 or 4 shall be made within seven (7) calendar days upon receipt of the first written demand to the Guarantor.
- 8 The Employer shall have the absolute right to arrange his affairs with the Contractor in any manner which the Employer deems fit and the Guarantor shall not have the right to claim his release from this Guarantee on account of any conduct alleged to be prejudicial to the Guarantor
- 9 The Guarantor chooses the physical address as stated above for all purposes in connection herewith.
- 10 This Guarantee is neither negotiable nor transferable and shall expire in terms of clause 1, or payment in full of the Guaranteed Sum or on the Guarantee expiry date, whichever is the earlier, where after no claims will be considered by the Guarantor. The original of this Guarantee shall be returned to the Guarantor after it has expired
- 11 This Guarantee, with the required demand notices in terms of clauses 3 or 4, shall be regarded as a liquid document for the purpose of obtaining a court order.
- 12 Where this Guarantee is issued in the Republic of South Africa the Guarantor hereby consents in terms of Section 45 of the Magistrate's Courts Act No 32 of 1944, as amended, to the jurisdiction of the Magistrate's Court of any district having jurisdiction in terms of Section 28 of the said Act, notwithstanding that the amount of the claim may exceed the jurisdiction of the Magistrate's Court.

Signed at..... Date .....

Guarantor's  
 Signatory 1 ..... Guarantor's  
 Signatory 2 .....

Witness 1 ..... Witness 2 .....

Guarantor's seal or stamp

---

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## C1.2.4 ADJUDICATOR APPOINTMENT

This agreement is made on the \_\_\_\_\_ day of \_\_\_\_\_ between:  
\_\_\_\_\_ (name of company / organisation)

of \_\_\_\_\_  
\_\_\_\_\_ (address)

and

\_\_\_\_\_ (name of company / organisation)

of \_\_\_\_\_  
\_\_\_\_\_ (address)

**(the Parties) and**

\_\_\_\_\_ (name)

of \_\_\_\_\_  
\_\_\_\_\_ (address)

**(the Adjudicator).**

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated \_\_\_\_\_ and known as \_\_\_\_\_

and these disputes or differences shall be/have been\* referred to adjudication in accordance with the JBCC Series 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC Series 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC Series 2000 Adjudication Rules.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED by: \_\_\_\_\_ SIGNED by: \_\_\_\_\_ SIGNED by: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_ Name: \_\_\_\_\_

who warrants that he / she is who warrants that he / she is duly the Adjudicator in the  
 duly authorised to sign for and on authorised to sign for and behalf presence of  
 behalf of the first Party in the of the second Party in the  
 presence of presence of

Witness

Witness:

Witness:

Name:

Name

Name:

Address:

Address:

Address:

Date:

Date:

Date:

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Contract Data**

|   |   |
|---|---|
| 1 | The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent travelling.  |
| 2 | <p>The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to:</p> <p>(a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs.</p>  |
|   | <p>(b) Telegrams, telex, faxes, and telephone calls.</p> <p>(c) Postage and similar delivery charges.</p> <p>(d) Travelling, hotel expenses and other similar disbursements.</p> <p>(e) Room charges.</p> <p>(f) Charges for legal or technical advice obtained in accordance with the Procedure.</p>   |
| 3 | The Adjudicator shall be paid an appointment fee of R . . . . . This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties. |
| 4 | The Adjudicator is/is not* currently registered for VAT.  |
| 5 | Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.   |
| 6 | All payments, other than the appointment fee (item 3) shall become due 7 days after receipt of invoice, thereafter interest shall be payable at 5% per annum above the Reserve Bank base rate for every day the amount remains outstanding.   |

\* Delete as necessary

|            |           |           |          |           |           |
|------------|-----------|-----------|----------|-----------|-----------|
|            |           |           |          |           |           |
| 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 (Seven Edition), 2015. 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 Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, March 2005. 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

1. 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. The Contractor is to note the separate Bills of Quantities for printing, completion and attachment hereto for submission of the bid.

2. The Contractor is to note the separate Electrical and Mechanical Bills of Quantities for printing, completion and attachment hereto after the builder's work Bill of Quantities (listed as No. 1 above) for submission of the bid. These are accompanied by Electrical Specifications which the bidder is to familiarise himself/herself with.

3. Coupled to item No. 2 above, the Electrical Sub-contractor which may the Main Contractor proposes to use is to attach the following documentation as called for in the Electrical Specification:

- Certified Copy of the CK Document
- Certified Copy of the Identity Documents of Members
- Tax Confirmation Certificate
- Certified Copy of the Wireman's Licence
- Certified Copy of the BBBEE certificate
- Proof of Registration with the Electrical/Mechanical Contracting Board of South Africa
- Letter of Good Standing with the Compensation Commission
- Proof of Registration with CIDB

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



**BID NO: 04/FY/22**

**CONSTRUCTION OF MKAMBATI CURIO SHOP**

**AND VIEWING DECK**

**PART A: BILLS OF QUANTITIES (Separate Document to be inserted here)**

**PART B: ELECTRICAL AND MECHANICAL WORKS (Separate Document to be inserted immediately after Part A)**

## SUMMARY OF SCHEDULES

| SCHEDULE             | DESCRIPTION | TOTALS BROUGHT FORWARD |
|----------------------|-------------|------------------------|
| <b>SUB-TOTAL A</b>   |             | R.....                 |
| <b>SUB-TOTAL B</b>   |             | R.....                 |
| <b>PLUS: 15% VAT</b> |             | <u>R.....</u>          |
| <b>TOTAL *</b>       |             | R.....                 |

Note:  
\*Total to be carried forward to the "Form of Offer"

[Signature Box]  
Contractor

[Signature Box]  
Witness 1

[Signature Box]  
Witness 2

[Signature Box]  
Employer

[Signature Box]  
Witness 1

[Signature Box]  
Witness 2

**EASTERN CAPE PARKS & TOURISM AGENCY**

**CONTRACT NO.: 04/FY/22**

**CONSTRUCTION OF MKAMBATI CURIO SHOP AND VIEWING DECK**

**PART C3: SCOPE OF THE WORKS**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1i



### C.3 **SCOPE OF WORK**

#### CONSTRUCTION OF MKAMBHATI CURIO SHOP AND VIEWING DECK

The Works comprise of the construction of viewing deck and curio shop

### C.3.1 PROJECT SPECIFICATIONS

#### 1 DESCRIPTION OF THE WORKS

##### 1.1 Employer's objectives

The employer's objective is to upgrade Mkabhati Nature Reserve.

##### 1.2 Overview of the works

The works comprise of:

- Construction of New Curio Shop,
- Construction of Viewing deck,

##### 1.3 Extent of the works

The works comprise the following main activities:

- Earthworks,
- Upgrades,
- Alterations,
- Buildings works,
- Site de-establishment and cleaning up.

##### 1.4 Location of the works

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

| NAME                    | CO-ORDINATES   |                |
|-------------------------|----------------|----------------|
| MKAMBATI NATURE RESERVE | 31°16'57.49" S | 29°57'5.92" E  |
| CURIO SHOP              | 31°16'57.49" S | 29°57'5.92" E  |
| VIEWING DECK            | 31°19'1.01" S  | 29°58'24.72" E |

;

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**1.5 Temporary works (Decanting)**

Not applicable

**1.6 Occupational Health And Safety**

The contractor needs to study the following documents:

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

**2 DRAWINGS**

The drawings used for setting up the Provisional Bills of Quantities are as follows: As per Engineers’ and Architects’ Drawing Schedules

**3 PROCUREMENT**

**3.1 Preferential procurement procedures**

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

**3.2 Scope of mandatory subcontract work**

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 use of BIFSA Non- Nominated Subcontract for use with the JBCC Series 2000 Principal Building Agreement / CIDB Standard subcontract (labour only) / JBCC Series 2000 Nominated / Selected Subcontract Agreement / SAFCEC General conditions of

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

subcontract (2003 edition) (select appropriate option) / NEC Engineering and Construction Subcontract / NEC Engineering and Construction Short Subcontract 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
- 15) SANS 10082

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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 endeavour to ensure that the expenditure on the employment of temporary workers (local) is in the following proportions:

- i) 10 % women;
- ii) 50% youth who are between the ages of 18 and 25; and
- iii) 1% on persons with disabilities.

**4.4. Certification by recognized bodies**

*Not Applicable*

**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.

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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 JKN Development Consultants   |
| 4.3.1   | The planning, programme and method statements are to comply with the following:<br>1) Program to be submitted in Microsoft Project format<br>2) Gantt chart to indicate critical path and progress<br>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.   |

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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 15 seater)</p> <p>2) The following facilities will be supplied to the employers representatives:</p> <ul style="list-style-type: none"> <li>- 15 Hardhats for employers 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 consultants 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>   |

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**Additional clauses**

**1 Site meetings and procedures**

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

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

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

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

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

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



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

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

**Essential Data:**

|     |  |
|-----|--|
| 5.1 | The depth of trenches which are to be excavated by hand is 1,5 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, such as manhole rings and cover slabs, precast concrete planks and pipes, masonry units and edge beams 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.

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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            |

**5.3 Unauthorised 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.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

### C3.2 PARTICULAR SPECIFICATIONS

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

| <u>PARTICULAR SPECIFICATION</u> | <u>PAGE NO.</u> |
|---------------------------------|-----------------|
|---------------------------------|-----------------|

|        |                                  |           |
|--------|----------------------------------|-----------|
| POHS : | HEALTH AND SAFETY SPECIFICATIONS | C3.10-C3. |
|--------|----------------------------------|-----------|

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

C3.1.12

# POHS HEALTH AND SAFETY SPECIFICATIONS

## 1. INTERPRETATIONS

Occupational Health and Safety Act, Act 85 of 1993 shall apply to this Contract. The Construction Regulations promulgated on 18 July 2003 and incorporated into the said Act by Government Notice R. 1010, published in Government Gazette 25207 apply to any person involved in construction work. These regulations are hereinafter referred to as “the Construction Regulations” and the said Act as “the Act”.

Construction work is defined as: “Any

work in connection with: -

- a) the erection, maintenance, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure;
- b) the installation, erection, dismantling of or maintenance of a fixed plant where such work includes the risk of a person falling;
- c) the construction, maintenance, demolition or dismantling of any bridge, dam, canal, road, railway, runway, sewer or water reticulation system or any similar civil engineering structure; or
- d) the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work”.

As per Construction Regulation 4 the employer is responsible to prepare this Health and Safety Specification for the required construction work.

Provision for the cost of Health and Safety on site is made in the Schedule of Quantities

## 2. GENERAL

The Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site.

- 2.1 Proof of induction training to all workers shall be filed in the Health and Safety file on site. All employees shall sign the relevant induction training forms. The contents of the Induction training shall be displayed in the file. Each worker shall write a Safety Induction test to proof their understanding of the induction training done.

The Contractor shall ensure that all professionals entering the site are informed, instructed and trained regarding safety conditions on site. Proof of Professional site safety induction shall be signed by professionals and filed in the Health and Safety file on site.

The Contractor shall ensure that all visitors are informed, instructed and trained regarding safety conditions on site. Visitors have to sign the visitors register before entering the site. Hardhats shall

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

be issued to visitors. No visitor shall enter the site without the appropriate safety shoes.

- 2.2 Should the Contractor at any stage in execution of the Works -
  - a) fail to implement or maintain his health and safety plan;
  - b) execute construction work which is not in accordance with his health and safety plan; or
  - c) act in any way which may pose a threat to the health and safety of persons **the Employer will stop the Contractor AT HIS/HER OWN COSTS** from executing construction work.
- 2.3 The Contractor shall provide proof of this registration and good standing with the Compensation Fund or with a licensed compensation insurer when submitting a TENDER. Bids without this will be regarded as non-responsive. (Construction Regulation 4)
- 2.4 The Contractor shall, in submitting his TENDER, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and the Construction Regulations. The Schedule of quantities for Health and Safety requirements in the TENDER document shall be completed in full. Each and every item shall be priced. No summations or grouping of items are allowed
- 2.5 The Contractor shall consistently demonstrate his competence and adequacy of resources to perform the duties imposed on the Contractor in terms of this Specification, the Act and the Construction Regulations.

**3. INDEMNITY OF EMPLOYER AND HIS AGENTS**

- a) The annexures to this Contract Document contain a "Mandatory Form of Authority and Agreement in terms of Section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993" which agreement shall be entered into and duly signed by both the Employer and Principal Contractor prior to commencement with work.

A copy of the signed agreement shall be included in the Contractor's health and safety file on site.

- b) Section 37(2) agreements shall be entered into and duly signed by both the Principal Contractor and Sub Contractors prior to commencement with work by Sub Contractors.

Copies of the signed agreements shall be included in the Principal's Contractor's health and safety plan.

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

- c) Any acceptance, approval, check, certificate, consent, examination, inspection, instruction, notice, observation, proposal, request, test or similar act by either the Employer, any of his agents or the Engineer (including absence of disapproval) shall not relieve the Principal Contractor from any responsibility he has under the Contract, the Act and the Construction Regulations, including responsibility for errors, omissions, discrepancies and non-compliances.

**4. SCOPE**

- 4.1 The specification as set out in this Portion is known as the Health and Safety Specification for the Construction work to be carried out by the Principal Contractor as per regulations of the Construction Regulations July 2003.

Information herein addressed might affect the Health and Safety of employee's or persons carrying out the construction work as per this Tender document.

The Contractor shall ensure that it is fully conversant with the requirements of this Specification.

This Specification is not intended to supersede the Act nor the Construction Regulations. Those sections of the Act and the Construction Regulations, which apply to the scope of work to be performed by the Contractor in terms of this Contract, continue to be a legal requirement of the Contractor.

The Principal Contractor will be appointed in writing to be in overall control of the Construction site.

- 4.2 A Health and Safety Plan must be submitted by the Principal Contractor to the Employer or the Employer's Agent containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations. (Construction Regulation 4)

Health and Safety Plans must also be submitted by Sub Contractors to the Principal Contractor containing all the relevant documentation as required by this specification and terms of the provisions of this Specification, the Act and the Construction Regulations. (Construction Regulation 5)

The H&S Plans shall be submitted before commencement of any work on site.

The H&S Plans must be approved by the Client and/or Employer's Agent. Any alterations required in the Plans shall be done before commencement of work.

Should the scope of work changes during the construction period, alterations to the plans shall be done accordingly.

The H&S plan shall contain the following items where applicable:

- 1. Description of contract
- 2. Construction site address / Building site address

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

3. Construction period
4. Name and details of employer –telephone, fax, address
5. Name and details of consultants –telephone, fax, address
6. Name and details of principal contractor–telephone, fax, address
7. Name and details of sub-contractors–telephone, fax, address
8. Company’s policy towards health & safety
9. Company’s policy towards drug and alcohol abuse
10. Company’s policy towards disciplinary procedures
11. Company’s policy towards environment.
12. Workmen compensation – number and expire date
13. Management and Supervision rules
14. Structure, Supervision of construction work and responsibilities
15. Health and Safety Officers/Representatives
16. Health and Safety Committees\
17. First Aid
18. Medical tests
19. Incident/ Accident reporting procedures
20. Emergency/evacuation procedures
21. Subcontractor agreements and requirements and super positioning
22. Material Safety Data Sheets
23. Transport of workers
24. Proposed PPE
25. Scope of works – describe type
26. Sequence and phases of the work to be performed describe stages involved in project
27. List of all equipment to be used on the specific site – tools, construction vehicles, mobile plant.
28. Company’s approach toward hygienic facilities on the construction site (toilets, eating areas, drinking water, showers, refuge removal)
29. Company’s approach towards other facilities as required by law (the transport act, the smoking act, PPE)
30. Local labour agreements, requirements, policies

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

31. Fire extinguishers and fire equipment
32. Oxygen, acetylene and LP gas cylinders
33. Welding, cutting , grinding and heating
34. Signs and symbols to be displayed on the specific site
35. Lock – out procedures
36. Public safety, hoarding and fencing
37. Risk assessment methods
38. Company’s monitoring plan
39. Company’s review plan.
40. Identification of risks and hazards
41. Appointments of personnel to be made (Safety reps, Supervisors, First Aiders, Fire equipment inspectors)
42. Registers to be completed by appointed employees (Checklists)
43. List of training material to be used for nature reserveal purposes of construction workers (Induction, Fire fighting, First Aid, etc.)
44. List of safe work procedures to be explained to workers.
45. Company’s Policy on
  - House Keeping
  - Stacking and storage on sites
  - Construction welfare facilities
  - Explosive power tools
  - Ladders
  - Welding flame cutting and soldering
  - Electrical installations and machinery
  - Boatswain chairs
  - Suspended platforms
  - Material hoists/ Builders hoist
  - Batch plants
  - Water Environments
46. List of Safe Work procedures, Method Statements and Safety plans to be used:
  - Fall protection plan

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Tunnelling plan
- Pile driving plan
- Steel assembling and placing method statement
- Emergency/evacuation plan
- Demolition plan
- Scaffold erection procedures
- Erection of structural steel procedures
- Electrical installations plan.
- Excavation plan
- Form work and support work plan
- Material Hoist rules
- Lifting machines and tackle rules
- Rules on Construction vehicle and mobile plant procedures
- Rules on mobile and tower cranes
- Fire precautions on the construction site
- Rules on Hazardous chemicals on the site, storage and use
- Rules on storage and use of Flammable liquids and substances on site
- Rules on compressed gas cylinders
- Rules on hand tools
- Rules on portable electrical equipment

### List of Risk Assessments

- Clearing and Grubbing of the area/site
- Site establishment including:
  - Office/s
  - Secure/safe storage for materials, plant and equipment
  - Ablutions
  - Sheltered eating area
  - Maintenance workshop
  - Vehicle access to the site

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Dealing with existing structures
- Location of existing services
- Installation and maintenance of temporary construction electrical supply, lighting and equipment
- Adjacent land uses/surrounding property exposures
- Boundary and access control/public liability exposures (NB: the Employer is also responsible for the OH&S of non-employees affected by his work activities.)
- Health risks arising from neighbouring as well as own activities and from the environment e.g. threats by dogs, bees, snakes, lightning etc.
- Exposure to noise
- Exposure to vibration
- Protection against dehydration and heat exhaustion
- Protection from wet and cold conditions
- Dealing with HIV/Aids and other diseases
- Use of portable electrical equipment including
  - Angle grinder
  - Electrical drilling machine
  - Skill saw
- Excavations including
  - Ground/soil conditions
  - Trenching
  - Shoring
  - Drainage of trench
- Welding including
  - Arc welding
  - Gas welding
  - Flame cutting
  - Use of LP gas torches and appliances
- Loading and offloading of trucks

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Aggregate/sand and other materials delivery
- Manual and mechanical handling
- Lifting and lowering operations
- Driving and operation of construction vehicles and mobile plant including
  - Trenching machine
  - TLB
  - Tippers
  - Grader
  - Water browser
  - Tractors
  - Excavator
  - Material handlers
  - Bobcat
  - Bomag roller
  - Plate compactor
  - Front end loader
  - Mobile cranes and the ancillary lifting tackle
  - Tower cranes
  - Parking of vehicles and mobile plant
  - Towing of vehicles and mobile plant
- Use and storage of flammable liquids and other hazardous substances
- Layering and bedding
- Installation of pipes in trenches
- Pressure testing of pipelines
- Backfilling of trenches
- Protection against flooding
- Gabion work
- Use of explosives
- Protection from overhead power lines
- Precast concrete slab handling

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Ring beam construction
- Use of Scaffolding
- As discovered by the principal contractor's hazard identification exercise
- As discovered from any inspections and audits conducted by the employer or by the principal contractor or any other contractor on site
- As discovered from any accident/incident investigation

The Health and Safety Plan provided for by the Principal Contractor may be adjusted by the Employer to suit the requirements. The approved Health and Safety Plan will be implemented on the construction site.

**The Health and Safety Plan of the Principal Contractor shall include all relevant Health and Safety Plans of Contractors (Sub-Contractors).** The Contractor shall, throughout execution of the Contract, ensure that all sub- contractors have similar Health and Safety Plans in place which must be available on site.

The execution of the H&S plan shall be documented in the form of an H&S file which shall contain items as described elsewhere in this specification. A lever arch file shall be used with a clear index and dividers. Numbering of items shall be done clearly with numbers as specified elsewhere.

The file shall be available at all times and kept on site and made available for inspection by an Inspector, Employer, Employer Agent or Principal Contractor.

4.3 Provision for costs in respect to Health and Safety in the Tender shall be Tendered for in the Schedule of Quantities. The Tendered price is fixed. A provisional sum will be included in the schedule of quantities or elsewhere to make provision for an appointed H&S Consultant by the Engineer to act as a Service Provider to audit and assist the contractor in performing the H&S activities required by law.

4.4 The following paragraphs summarize the Health and Safety Activities to be performed by Contractors.

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)

**4.4.1 The following activities shall be strictly performed by the Principal Contractor and Sub Contractors on acceptance of the Tender and before commencement of any work on the construction site.**

(Terms and definitions in the following paragraphs are explained elsewhere in this specification)

The contractor will only be allowed to start working once the submitted Health and Safety plan are approved by the Employer or the Employer's H&S Agent.

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

A prior Base Line Risk Assessment shall be done on site before the commencement of any work by a competent Risk Assessor. (Construction Regulation 7)

The Risk Assessment shall:

- Address tasks on site and hazards related to the type of work performed.
- Possible consequences of these hazards.
- Refer to legislative requirements concerning these hazards on the construction site
- Calculate the value of the risk associated with the hazard by an approved method taking into consideration the probability of occurrence, the degree of injury, lost time, production costs, and influence on the environment and frequency of occurrence.

The outcome of the Risk Assessment will determine:

- Method Statements, Safe Work Procedures, Training and Protective Equipment to be issued and implemented to reduce the Risk values.
- Type of training required,
- Type and number of Safe Work Procedures to be introduced to workers in the form of Toolbox Talks

Protective clothing as determined by the Risk Assessment shall be issued and the employees shall sign the issue register to indicate the type and number of equipment received by each employee

No work shall commence on the construction site prior to induction training of all employees intended to work on site.

Training shall be done by a competent Health and Safety Induction Trainer. Proof of training in the form of a register signed by the trained employees shall be kept in the H&S file. The contents of the training as well as the induction tests results shall also be displayed in the H&S file.

Appointments of people/workers related to Health and Safety as required by law and the Risk Assessment shall be done prior to the commencement of any work. Letters of appointment shall be kept in the H&S file for inspection by the Employer, Agent or any Inspector. Competency certificates and/or CV's shall be attached to the Letters of Appointment.

The CEO of the Principal Contractor Company shall appoint a Project Manager (16(2)). The Project manager shall appoint a Construction Supervisor (6(1)) to be permanent on site. The Construction Supervisor 6(1) shall have a detailed CV attached to his/her appointment letter.

The Construction Supervisor shall perform all other H&S appointments. All appointed workers shall have a proof of competency attached to the letter of

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

appointment. (eg. TLB Operator shall have a valid TLB competency Certificate.)

Medical Fitness Certificates shall be obtained for the workers/operators at an Occupational Health and Safety Practitioner as determined by the Risk Assessment.

- 4.4.2 **During the construction period** the Contractor shall ensure that all employees and visitors are informed, instructed and trained regarding safety conditions on site. All employees shall have proof of this induction while employed on site in the form of signed induction training forms and induction tests. Proof of training shall be in the H&S file on site.

Additional training required on this project will be describe elsewhere

Notification of Construction work shall be done to the Department of Labour within 7 days from commencement of the construction work.

A Safety Management Information (SMI) board shall be erected at the site office and maintained during the construction period. The board shall be weather proof

Items to be displayed on the board shall include:

- Copy of the OHS Act
- Organograms of Appointments
- Safety Statics
- Letter of Good Standing with Compensation Commissioner
- Copy of signed and stamped Notification of Construction Work to the Department of Labour.
- Evacuation plan
- Name and telephone number of appointed First Aider on site
- Information on the location of the nearest First Aid Station.
- Follow-up Risk Assessments shall be done during the construction period as and when the scope of work changes indicating new introduced hazards.
- Additional appointments shall follow as required by the Risk Assessment.

4.4.3 Should the Contractor at any stage in execution of the Works

- a) fail to implement or maintain his health and safety plan;
- b) execute construction work which is not in accordance with his health and safety plan; or
- c) act in any way which may pose a threat to the health and safety of persons,

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**the Employer will stop the Contractor AT HIS/HER OWN COSTS** from executing construction work.

- 4.5 The Employer will take reasonable steps to ensure that the Contractor's Health and Safety plan is implemented and maintained. The steps taken will include periodic audits at intervals of at least once a month.
- 4.6 Upon completion of the Works, the Contractor shall hand over a consolidated Health and Safety file to the Employer.

**5. HEALTH AND SAFETY MAIN FILE**

5.1 The following documentation shall be in the Health and Safety File of the Principal Contractor and Sub-Contractors:

- A1 Copy of the Occupational Health and Safety Act No 85 of 1993 including the Construction Regulations – July 2003
- A2 Proof of registration with Compensation Commissioner (Principal Contractor)
- A3 Copy of Notification of Construction work to the Department of Labour
- A4 Agreement in terms of section 37(2) of the Occupational Health and Safety Act, No. 85 of 1993. To be signed by Employer and Principal Contractor in presence of witnesses or by Principal Contractor and Subcontractor in presence of witnesses.
- A5 Health and Safety Specifications provided by the employer
- A6 Notices to Principal Contractor, Site Instructions related to H&S, Copies of H&S Audits done by the Employer's Agent, Notices by the Department of Labour, Schematics, Detail Drawings, As-Build Drawings and all other relevant documentation.
- A7 Health and safety plan describing all activities as mentioned elsewhere.
- A8 Company Safety Policy – To be signed by the Chief Executive Officer of the Company.
- A9 Organograms indicating site specific organizational structure with reference to requirements of the construction regulations.
- A10 Letters of Appointment

The following appointments are required for the project. Deviations will only be allowed with the approval of the Agent. Appointment of an employee for more than one responsibility will be allowed and shall be approved by the Agent.

**Basic Appointments**

- Appointment of Principal Contractor by Employer

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

- Appointment of Project Manager (Section 16(2) of The Act) by CEO of Company
- Appointment of Contractors (Sub Contractors) by Principal Contractor (where applicable) (16(2) to appoint Sub-Contractors)
- Appointment of Construction Work Supervisor (Construction Regulation 6(1)) (full time employee on site)
- Appointment of Assistant Construction Work Supervisor (Construction Regulation 6(2)) (full time employee on site if required)

**Appointments of Specialists (Refer to a Specialist Company)**

- Appointment of a Safety Officer
- Appointment of Risk Assessment Officer
- Appointment of a SHE Coordinator
- Appointment of a Health and Safety Induction Trainer

**Appointments of full time employees on site**

- Appointment of a SHE Representative (Competent employee to control/monitor all H&S activities)
- Appointment of an Accident and Incident Investigator
- Appointment of the Safety Committee Members (Employees actively involved in H&S)
- Appointment of an Excavation Inspector.
- Appointment of Construction Vehicle and Mobile Plant Inspector
- Appointment of Construction Vehicle and Mobile Plant Operators
- Appointment of Concrete Mixer Operator (If required)
- Appointment of Hand Tool Inspector
- Appointment of a Portable Electrical Equipment Inspector.
- Appointment of a Ladder Inspector (If ladders are used)
- Appointment of a Scaffold Inspector (Where Scaffolds are used)
- Appointment of a Hygiene and Facility Inspector (Ablutions and eating places)
- Appointment of Fire Equipment Inspector
- Appointment of Fire Team Members (employees trained in fire fighting awareness)

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Appointment of First Aid Equipment Inspector
- Appointment of First Aid Team Members (employees trained in first aid awareness)

- A11 List of Contractors (Sub-Contractors)
- A12 Evacuation plan (To be also displayed on SMI board)
- A13 Refer to H&S TRAINING FILE
- A14 Risk Assessments - All Risk Assessments done before and during the Construction period
- A15 Refer to H&S REGISTER FILE
- A16 Safe Work Procedures and material safety data sheets
- A17 Fall protection plan
- A18 Incident recording forms
- A19 Medical records of workers
- A20 Minutes of safety meetings

Emergency telephone numbers to be displayed on the back of the file

## 5.2 HEALTH AND SAFETY REGISTER FILE

A15 Registers as required

## 5.3 HEALTH AND SAFETY TRAINING FILE

A13 The contents of all Training Material used on sited – eg.  
Accredited and non-accredited training

Toolbox talks; and

All training records signed by workers

## 6. NOTIFICATION OF CONSTRUCTION WORK – REGULATION 3 OF THE CONSTRUCTION REGULATION – JULY 2003

The Employer will appoint the Contractor in writing for execution of the Works. The Contractor shall accept its appointment under the terms and Conditions of Contract. The Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 3 of the Construction Regulations. The Contractor shall submit the notification in writing prior to commencement with work. The annexure to

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

this Contract Document contain a “Mandatory notification of construction work in terms of regulation 3 of the construction regulations (2003) of the Occupational Health and Safety Act no 85 of 1993” which shall be filled in by the contractor and forwarded to the Department of Labour. A copy of this notification shall be included in the Contractors Health and Safety file.

The Principal Contractor must notify the Provincial Director of:

- Construction work on a form similar to Annexure A in the Construction Regulation 2003 of the Occupational Health and Safety Act and Regulations.
- A copy of the notification form must be available on site for inspection by an Inspector.

No notification is required from the Sub Contractors.

### 7. CONTRACTOR’S SHE REPRESENTATIVE

Before commencing work, the Principal Contractor shall designate a competent Safety, Health and Environmental representative (SHE Rep) who shall be acceptable to the Agent, to represent and act for the Principal Contractor and Sub Contractors.

The Principal Contractor/Contractor shall ensure that the appointed H&S Representatives are on site at all times to oversee the Employee’s activities.

The Contractor shall inform the Agent in writing of the name and address of the Contractor’s SHE Rep and of any subsequent changes in the name and address of the SHE Rep, together with the scope and limitations of the SHE Rep’s authority to act for the Contractor. The Contractor’s SHE Rep shall make available to the Employer an all-hours telephone number at which the SHE Rep can be contacted at any time in the event of an emergency involving any of the Contractor’s employees, or other persons at the Works.

It should be noted that the Principal Contractor is held responsible for the activities of the Sub Contractors.

Failure of Health and Safety measures by the Sub Contractor will revert directly back to the Principal Contractor.

### 8. SUPERVISION OF CONSTRUCTION WORK – REGULATION 6

The appointed Project Manager (Section 16(2) of the Act) of the Principal Contractor shall appoint a full time employee (Construction Regulation 6(1)) in writing as the Construction Supervisor. An assistant Construction Supervisor (Construction Regulation 6(2)) may also be appointed where required.

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

The appointed Project Manager (Section 16(2) of the Act) shall appoint all Sub – Contractors. All Sub- Contractors shall appoint a full time employee (Construction Regulation 6(1)) in writing as the Construction Supervisor. An assistant Construction Supervisor (Construction Regulation 6(2)) may also be appointed where required.

### 9. RISK ASSESSMENT – REGULATION 7

The Principal Contractor as well as all other Contractors shall appoint a competent person in writing to carry out a risk assessment before any construction work is started. The Risk Assessment shall form part of the Health and Safety Plan.

The Risk Assessment shall include:

- Identification of all tasks to be performed
- Risks and hazards associated with each task.
- Rating of possible consequences
- A documented plan of safe procedures to mitigate, reduce or control the risks and hazards. (SAFE WORK PROCEDURES AND PROTECTIVE CLOTHING)
- A monitoring plan
- A review plan

Copies of the risk assessment shall be available on each site for inspection.

All employees shall be informed, instructed and trained by an appointed competent person regarding all hazards and work related procedures.

A Risk Assessment communication register shall be displayed with each Risk Assessment done to prove communication of the Risk Assessment to the relevant workers.

The form shall be signed by all relevant workers.

### 10. LOCAL SERVICES

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file (A6). Local services include:

*Telkom, Gas, Water, Electricity Supplies and other similar services.*

### 11. SAFE WORKING LOADS

The Contractor shall ensure that -

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

- a) the safe working loads of hoists, load-bearing beams and cranes are prominently displayed at all times.
- b) the safe working loads are not exceeded under any circumstances.
- c) all lifting gear is marked with a unique identity number and recorded in a register.

**12. MACHINE GUARDING**

All power tools and machinery driven by belts, gears, ropes, chains, couplings and similar drives shall be adequately guarded. The Contractor shall prohibit the use of any equipment with a damaged, missing or inadequate guard.

**13. CONSTRUCTION VEHICLES AND MOBILE PLANT – REGULATION 21**

The Contractor shall ensure that drivers of motor vehicles are in possession of a driver’s licence, valid for the class of vehicle which they are required to drive, and shall produce the licence on request.

The Contractor shall not permit any driver to be in control of a vehicle at the Works while under the influence of alcohol, drugs or other substance.

All vehicles of the Contractor shall display a name board bearing the Contractor’s name. Hired vehicles shall bear an identifying sticker.

A register shall be kept of workers operating construction vehicles and mobile plant.

The register shall contain proof of training of operators to operate construction vehicles and mobile plant, certification of competency and authorization of operators to operate machinery, vehicles or plant.

Names of operators and their relevant training with date and time stamps together with name of course instructor shall be kept in the Health and Safety File on site.

Physical and psychological fitness shall be proved by way of a medical certificate of fitness (**issued by a registered Occupational Medical Practitioner**) of the said operators before allowing operators to operate machinery, vehicles or plant.

The Health and Safety File shall include the written training material offered to operators for the different construction vehicles and mobile plant.

Each and every driver shall be trained on risks involved and safety procedures.

All Construction vehicles and mobile plant must be of acceptable design and construction and used according to their design.

All construction vehicles and mobile plant must be maintained in good working order.

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

Registers of all vehicles and plant shall be kept on site together with names of operators responsible for each.

The register shall report all maintenance activities performed on these vehicles and plant as well as signatures certifying the condition of the vehicles as in a good working order.

All requirements on the vehicles and mobile plant with regard to safety and health shall be inspected and certified.

These requirements include:

- a) Portable fire extinguishers mounted in specified positions on construction vehicles – 2kg dry powder Fire Extinguisher
- b) Safety belts and harnesses
- c) Inspection for leaking fuel or gasses which can cause a fire hazard
- d) Safe and suitable means of access
- e) Adequate signalling or other control arrangements to guard against the dangers relating to movement of vehicles and plant.

Attention must be paid to

- i) Turn indicators
- ii) Stop lights x2 – where poor visibility conditions warrant
- iii) Reverse siren or acoustic device
- iv) Tail lights
- v) Head lights x2 - where poor visibility conditions warrant
- vi) Rotating amber flashing light with lens heights of at least 200mm and an output of at least 100Watt on roof or other visible position
- vii) Warning boards mounted at least 1.5m above ground level to be clearly visible
- viii) Inspections of appropriate structures fitted to protect the operator from falling material or from being crushed should the vehicle or mobile plant overturn.
- ix) Appropriate seats must be firmly secured and adequate in number on vehicles used to transport employees

During use of Construction vehicles or mobile plant the following rules shall be adhere to:

1. Construction vehicles or mobile plant must be prevented from falling into excavations, water or any other area lower than the working surface. This

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

protection must consist of adequate edge protection eg. guard rails and/or crash barriers

2. No person shall be allowed to or require to ride on any Construction Vehicle or Mobile Plant in a position otherwise than a safe place provided for on the construction vehicle or mobile plant as designed for that purpose.
3. The construction site must be organized in such a way that as far as is reasonable practical, pedestrians and vehicles can move safely and without risks to health and safety.
4. Traffic routes shall be of sufficient size, sufficient in number and in suitable positions to be used safely by construction vehicles, mobile plant and pedestrians.
5. Each and every traffic route shall be indicated by suitable signs for reasons of safety and health.
6. No tools and/or material shall be transported in the same compartment as the operators/drivers/employees unless the said are secured against movement during transportation.
7. All Construction Vehicles and Mobile Plant left unattended at night adjacent to a freeway in normal use or adjacent to construction areas where work is in progress, shall have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of vehicles or plant
8. Bulldozers, scrapers, loaders and other similar mobile plant are, when being repaired or when not in use, fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.
9. Reflective indicators must be provided to workers in the form of reflective yellow jackets or vests as specified and worn by workers working on/or adjacent to public roads

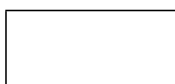
#### 14. SIGNS AND NOTICES

The use of colour codes, symbolic signs and notices are means of communication whereby information is visually conveyed to people and also provides early warning of dangers.

Safety signs provide for immediate recognition of danger, information, actions allowed or not allowed and procedures that have to be done.

There are 5 types of safety signs:

1. Black triangle on yellow background => WARNING
2. Red (round) on white background => PROHIBITORY



Contractor



Witness 1



Witness 2



Employer



Witness 1



Witness 2

- 3. White on blue background => MANDATORY
- 4. White on green background => INFORMATION
- 5. Red (square) on white background => FIRE

The following signs shall be provided for on the site:

Traffic control signs- ROAD CLOSE  
DETOUR

DIRECTION ARROWS

Warning signs- DANGER - MEN AT WORK  
Propitiatory signs- NO ENTRY  
Fire – POSITION OF EQUIPMENT ARROWS  
First Aid – INFORMATION SIGNS

All signs shall be new or in good condition and approved by the Engineer.

All temporary signs shall be mounted on portable supports to facilitate moving. Defective or missing items shall be replaced immediately.

All signs shall be inspected at least twice a day. Prohibited area –

TR208

Men at work – TW 336

### 15. EXCAVATION WORK – REGULATION 11

Excavation:

*Definition:* A space made by digging.

- 1. An excavation could be a hole or trench of any size and shape.
- 2. A Risk Assessment must be done prior to making an excavation.
- 3. The following must be taken in consideration when doing the Risk Assessment:

- ⇒ Depth of the excavation
- ⇒ Length of the excavation
- ⇒ Type of soil
- ⇒ Sloping of sides of excavation to maximum angle of repose
- ⇒ Shoring and bracing required
- ⇒ Existing services
- ⇒ Barricading and demarcation

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Depth of the excavation

1. Should an excavation be more than chest deep (1.5m), it must be adequately shored or braced.
2. Slopes or trenches shall be as flat as possible, 1 x vertical to 2 x horizontal must be considered maximum for dry conditions. In wet conditions either a much lower slope shall be used, or if space is a constraint, shoring and de-watering shall be applied.

A competent person shall be appointed to supervise excavation work. Stability evaluation of ground must be done and a certificate shall be issued.

A plan for prevention of persons being trap due to collapse shall be provided by Contractor

The design of shoring shall be documented by Contractor in the Health and Safety file as provided by the competent designer of shoring. To be filed at index A6

The maximum loading of sides of an excavation must be documented in a usable format

If adjacent structures and buildings are present and can be affected a design and construction of supporting details shall be represented.

Provision shall be made for access routes to the excavation. Routes must not be more than 6 meters away from worker.

Contractor must establish all local services in area of excavations.

Plan of local services shall be documented in the Health and Safety file. To be filed at index A6

Local services include:

*Telkom, Gas, Water, Electricity Supplies and other similar services.*

Inspection shall be done on all bracing and shoring on a

- daily basis
- prior to each shift
- after every blasting operation
- after an unexpected fall of ground
- after substantial damage to supports
- after rain

An inspection register shall be completed by the Excavation Inspector during each and every inspection.

Barricading and Demarcation:

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|            |           |           |          |           |           |
| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |



- Excavations shall be fenced at least 1 meter high and as close to the excavation as possible, when accessible by public or other employees, or adjacent to public roads or thoroughfares.
- Protection around excavations must be in the form of a physical barrier, to prevent persons from falling into the excavation. Danger Tape on its own is not considered as a barrier
- Excavations must be provided with clearly visible boundary indicators and illuminated at night or where/when visibility is poor.
- Precautionary measures in terms of confined spaces must be met and employees must be declared fit and not claustrophobic.
- Explosives regulations must be adhered to if explosives are required to carry out the excavation. Competent persons with blasting certificates must be in charge.
- Warning signs must be posted next to an excavation in which persons are working or carrying out inspection or tests.

## 16. BARRICADING AND DEMARCATION

The construction site shall be barricaded 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 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.

## 17. LADDERS

Ladders to be used shall be undamaged and are of sound construction.

Ladders must be numbered and placed on a register and inspected on a monthly basis by an appointed Ladder Inspector.

Ladders are to be secured during use. If it is necessary to use a ladder before it can be secured, a second person must hold it steady at all times. Place the ladder's feet on a level base. (Wooden blocks or bricks are not to be used).

Ladders are not to be used as scaffolds or work platforms.

When used as access to trenches and work areas, the ladder must extend one

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

meter above the step off point and be placed at an angle where the base of the ladder is one quarter of the ladder height away from the base of the structure, and must be fitted with non-skid devices.

Ladders must not be used nearer than 3 metres to any exposed electrical power source and never in substations or on electrical installation work.

Ladders are not to be used in a horizontal position.

Maintain 3-point contact by keeping two hands and one foot or two feet and one hand on the ladder at all times.

Do not carry objects in your hands while on a ladder.

Ladders must be fitted with non-skid devices at the bottom ends and hooks or similar devices at the upper ends.

Ladders with damaged stiles, or damaged or missing runs should never be used. Ladders must never be fastened together to increase the reach.

Wooden ladders must never be painted.

### **18. CONCRETE MIXERS – REGULATION 18**

The Contractor shall ensure that all concrete mixers are operated (Appointed Concrete Mixer Operator) and supervised by a competent person who has been appointed in writing as the Concrete Mixer Inspector.

The Contractor shall ensure that all devices to start and stop the concrete mixers are provided and that these devices are

1. placed in an easily accessible position; and
2. constructed in such a manner to prevent accidental starting

All dangerous moving parts of a mixer must be placed beyond the reach of persons by means of covers.

No person shall be permitted to remove or modify any guard or safety component unless authorized to do so by the appointed person. (Concrete Mixer Inspector)

A Contractor shall ensure that all persons authorized to operate the concrete mixers are fully:

1. aware of all dangers involved in the operation thereof
2. conversant with the precautionary measures to be taken in the interest of Health and Safety

A Safe Work Procedure on the specific Concrete Mixer shall be done and communicated to the operator and relevant workers.

No person supervising or operating a concrete mixer shall authorize any other

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

person to operate the plant, unless such a person is competent to operate such machinery.

**19. SCAFFOLDING – REGULATION 14**

All scaffolding must be in compliance to SABS 085.

A competent person shall be appointed in writing to supervise the erection of all scaffolding operations. The Scaffolding Erector shall have the required accredited qualifications for scaffold erecting.

A competent Scaffold Inspector shall be appointed in writing to inspect the erected scaffolds and shall not be the same person as the erector.

An Inspection Register on scaffolding shall be kept in the Health and Safety File.

A copy of SABS 085 as amended shall be available on site and kept in the Health and Safety File.

**20. HOUSE KEEPING AND CONSTRUCTION SITES – REGULATION 25**

The Contractor shall at all time carry out the Works in a manner to avoid the risk of bodily harm to persons or risk of damage to any property. The Contractor shall take all precautions, which are necessary and adequate to eliminate any conditions, which contribute to the risk of injury to persons or damage to property. The Contractor shall continuously inspect all work, materials and equipment to discover and determine any such conditions and shall be solely responsible for the discovery, determination and elimination of such conditions.

During the period of this Contract, the Contractor shall be responsible for the safe storage of all materials and equipment required for execution of the Contract, and for disposal of all non-usable waste material in an orderly manner.

All materials, whether stored on the construction site or within the Contractor’s designated area, shall be stored neatly and safely to prevent possible injury to any personnel. The material shall be stored to facilitate safe access to, and removal of the material from the storage area.

Any flammable material, such as paint, diesel fuel and oil, shall be stored in lockable non-combustible structures, which shall be clearly marked to indicate the hazardous nature of the materials stored within. The flammable materials stores shall be located in safe areas away from hazardous surroundings and adequate and suitable fire-fighting equipment shall be provided within easy reach of the materials stores.

All diesel tanks shall be erected on a suitable floor surrounded by a bund wall which will contain 110% of the maximum volume of diesel stored.

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

Loose material need for use shall not accumulate so as to obstruct means of access to and egress from the workplace. A demarcated area shall be identifying for waste disposal.

Scrap and waste shall not be allowed on site and must be removed daily.

The construction sites adjacent to build up area or public way shall be effectively fenced and controlled with access points.

**21. STACKING AND STORAGE ON CONSTRUCTION SITES – REGULATION 26**

A Competent person shall be appointed in writing with the duty of supervising all stacking and storage of material on site.

Adequate storage areas shall be provided which includes demarcated areas. All storage areas shall be kept neat and under control.

Registers and checklist on housekeeping shall be kept on site

**22. FALL PROTECTION – REGULATION 8**

A contractor shall cause-

- a) the designation of a competent person, responsible for the preparation of a fall protection plan;
- b) the fall protection plan contemplated in paragraph (a) to be implemented, amended where and when necessary and maintained as required;
- c) steps to be taken in order to ensure the continued adherence to the fall protection plan.

The fall protection plan contemplated in sub-regulation (1), shall include-

- a) a risk assessment of all work carried out from an elevated position which shall include the procedures and methods used to address all the risks identified per location;
- b) the processes for evaluation of the employees' physical and psychological fitness necessary to work at elevated heights.

● **Safety Harness:**

The wearing of an approved type of safety harness fitted with a shock absorber and correctly secured to any approved anchorage is compulsory for personnel working at heights.

Safety harnesses must be worn where a leaning bar cannot be installed, where handrails are not available, in instances where there is a risk of injury due to falling, and generally whenever work is undertaken at a height of more than "a person's height".

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

Where roof work is undertaken, harnesses must be attached to a lifeline or other substantial support.

The single support waist type safety belts should not be used; therefore a full parachute type harness of an approved type is required (double linear).

It is the contractor's responsibility to train his employees on the correct use of harnesses.

Safety belts may only be used as a fall restraint and not as a fall protection device.

- **Identify Risks:**

Lanyards must be used to attach tools and equipment used in elevated positions.

Scaffolding where possible, must be provided.

On windy/rain days, special precautions are to be taken especially when working with **loose roof sheets**.

Walking on asbestos roofs is prohibited unless supporting ladders or crawl boards are placed thereupon.

Consult your supervisor in that area if in any doubt.

### 23. STRUCTURES – REGULATION 9

1. A contractor shall ensure that-
  - (i) all reasonable practicable steps are taken to prevent the uncontrolled collapse of any new or existing structure or any part thereof, which may become unstable or is in a temporary state of weakness or instability due to the carrying out of construction work:

and

- (ii) no structure or part of a structure is loaded in a manner which would render it unsafe.
2. The designer of a structure shall-
  - a) before the contractor is put out to Tender, make available to the employer all relevant information about the design of the relevant structure that may affect the pricing of the construction work;
    - (i) Inform the contractor in writing of any known or anticipated dangers or hazards relating to the construction work, and make available all relevant information required for the safe execution

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

of the work upon being designed or when the design is subsequently altered;

- (ii) subject to the provisions of paragraph (a) and (b) ensure that the following information is included in a report and made available to the contractor-
  - (iii) a geo-science technical report where appropriate;
  - (iv) the loading of the structure is designed to withstand; and
  - (v) the methods and sequence of construction process;
- b) not including anything in the design of the structure necessitating the use of dangerous procedures or materials hazardous to the health and safety of persons, which could be avoided by modifying the design or by substituting materials;
  - c) take into account the hazards relating to any subsequent maintenance of the relevant structure and should make provision in the design for that work to be performed to minimize the risk;
  - d) carry out sufficient inspections at appropriate times of the construction work involving the design of the relevant structure in order to ensure compliance with the design and a **record** of those inspections is to be kept on site;
  - e) stop any contractor from executing any construction work which is not in accordance with the relevant design;
  - f) conduct a final inspection of the completed structure prior to its commissioning to render it safe for commissioning and issue a completion certificate to the contractor; and
  - g) ensure that during commissioning, cognizance is taken of ergonomic design principles in order to minimize ergonomic related hazards in all phases of the life cycle of a structure.
- 3. A contractor shall ensure that all drawings pertaining to the design of the relevant structure are kept on site and are available on request by an inspector, contractors, employer, employer's agent or employee.
  - 4. Any owner of a structure shall ensure that inspections of that structure upon completion are carried out periodically by competent persons in order to render the structure safe for continued use: Provided that the inspections are carried out at least once every six months for the first two years and thereafter yearly and records of such inspections are kept and made available to an inspector upon request.
  - 5. Any owner of a structure shall ensure that the structure upon completion is maintained in such a manner that the structure remains safe for continued

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

use and such maintenance records shall be kept and made available to an inspector upon request.

**24. FORMWORK & SUPPORT WORK – REGULATION 10**

A competent person shall be appointed in writing to supervise all formwork and support work. **(Formwork and Support Work Inspector)**

The name and address of such a person shall be included in the Health and Safety Plan of the Principal Contractor.

The contractor must ensure that all formwork and support work structures are adequately designed, erected, supported, braced and maintained so that they will be able to support all anticipated loads.

All drawings pertaining to formwork and support work must be kept on site and available for inspection by an inspector, contractor, employer, employer’s agent or employee. (Index A6)

All formwork and support work must be inspected and checked for suitability by a competent person under the following conditions:

1. Before use
2. During placement of concrete or any other imposed load
3. After placement of concrete or any other imposed load
4. On a daily basis after placement of concrete until the structure is removed.
5. Ensure that concrete gains sufficient strength before the support work is removed.

**Record must be kept of these inspections.**

Weakened formwork or support work must be immediately reinforced. Deck panels must be secured against displacement.

Persons must be prevented from slipping on support work.

Persons must not be affected by the use of solvents or any other similar substances. Safe access must be provided for all support work.

Employees involved must be adequately trained and instructed to perform the work in a safe manner.

Foundations of formwork must be adequate to sustain the applied load.

**25. FIRST AID**

25.1 SMI Board

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

The Contractor shall provide a Safety Management Information Board where safety notices, site regulations concerning safe working practices and information on the location of the nearest first aid station, can be conspicuously displayed to all staff. The size of the notice board shall be at least 600 mm x 800 mm.

25.2 First Aid Equipment

The Contractor shall provide for its employees a stretcher for emergencies and an approved first aid box. The first aid box shall be checked weekly by a responsible person, who shall be appointed by the Contractor, and a record shall be kept of the contents. Any deficient medical supplies shall be promptly replenished by the Contractor.

25.3 Hazard Notices

The Contractor shall display hazard notices in all areas where hazardous conditions prevail or may occur.

25.4 Reporting of Incidents and/or Injuries

All incidents in respect of damage to Works, property or machinery, or injury to persons, shall be reported by the Contractor's SHE Representative to the Accident Investigator.

Minor Injuries and near misses shall be recorded on the appropriate forms.

**In case of**

- Any person dies
- Becomes unconscious
- Lose of limb or part thereof
- Suffer permanent physical disability
- Unable for 14 days to work

A mandatory incident report form (Annexure 1), containing full details of the incident, shall be completed by the appointed Accident Investigator and submitted to the Site Agent and the Department of Labour within twenty four (24) hours of the occurrence of the incident.

Within 7 days notice must be given in the form of WCL1 or WCL2 to the Provincial Director.

**In case of**

- Major incident
- Dangerous substance was spilled
- Uncontrolled release of any substance under pressure

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



- Machinery fractured resulting in flying, falling objects
- Machinery out of control

A mandatory incident report form (Annexure 1), containing full details of the incident, shall be completed by the appointed Accident Investigator and submitted to the Site Agent and the Department of Labour within twenty four (24) hours of the occurrence of the incident.

**26. FIRE PRECAUTIONS ON CONSTRUCTION SITES – REGULATION 27**

A register shall be kept on all Acetylene and Oxygen cylinders used on the site.

Condition of components, sub-components and safety components (e.g. Flame back arrestors) shall be listed in the register and signed by the construction supervisor at regular intervals as required with time and date stamp.

Acetylene, Oxygen and LP Gas cylinders shall be stored in suitable places to minimize the risk of fire.

Suitable storage is to be provided for flammable liquids, e.g. petrol, diesel, paint, thinners.

Smoking shall be prohibited in the workplace and notices posted accordingly.

Smoking areas with sand buckets / ashtrays will be demarcated when site is established.

Suitable and sufficient fire fighting equipment shall be placed in strategic positions in the work place. (On vehicles and other positions as deemed necessary).

A register shall be kept on type and number of equipment for each site in the Health and Safety File.

A competent person shall inspect all fire fighting equipment.

A sufficient number of employees shall be trained in the use of fire fighting equipment.

A register shall be kept in the Health and Safety File on site with names of employees and type of fire fighting training completed with date.

Suitable signs shall be erected in work places indicating escape routes.

Escape routes shall be kept clear. Evacuation plans shall be in Health and Safety File as part of Induction Training.

Combustible materials shall not accumulate on site. A siren is installed and sounded in the event of fire

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

**27. CONSTRUCTION WELFARE FACILITIES – REGULATION 28**

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 with bucket system are installed at the site, cleaning of buckets shall be arranged with the City Council or other authority.

Chemical toilets shall be used where applicable.

Eating facilities shall be made available in the form of a shaded net, table and chairs.

For sites in remote areas, transport shall be made available for workers to and from sites.

**28. TOXIC MATERIALS**

The Contractor shall exercise all necessary care in the handling of toxic compounds and shall be able to identify the major chemical components in the event of medical treatment being required.

**29. HAZARDOUS CHEMICALS AND MATERIALS**

- a) The Contractor shall provide suitable and adequate protective equipment when working in an area where hazardous chemicals and materials are being used.
- b) The Contractor shall ensure that its employees have familiarised themselves with the hazardous material data sheets applicable to the specific site as well as the location of fire fighting equipment, safety showers / baths and other washing facilities, prior to commencement of work.

Material Safety Data Sheets shall be provided on all chemicals use and filed in the H&S File

Examples:

- Paint
- Tile Glue
- Tar
- Diesel

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Petrol
- Thinners
- Turpentine
- Drain Cleaners
- Weed Poisons

**30. COMMISSIONING SAFETY PRECAUTIONS**

The Contractor shall ensure that wherever repairs, adjustments or any other work are undertaken on any plant or machinery, the power supply is switched off, disconnected or the plant / machinery disengaged until the work or repairs have been completed.

**31. ELECTRICAL INSTALLATIONS AND MACHINERY ON CONSTRUCTION SITES – REGULATION 22**

Before construction commences or any other related works and during the progress thereof adequate steps must be taken to establish the presence of and guard against any danger to the workers in respect to electrical cables or apparatus.

In areas where it cannot be established where electrical devices are located, the employees must use tools of which the handles are insulated or rubber insulated gloves.

Any temporary electrical installation set up by the principal contractor or contractor must be inspected at least once a week by a competent person. The inspections shall be recorded in a register and kept in the Health and Safety File.

When working on or next to live electrical Machinery, the Principal Contractor or Contractor must provide insulated stands, trestles and mats.

When Distribution Boards are removed the incoming power supplies shall be cut by the employer's authorized Electrician. The incomer electricity supply feeder shall be earthed by a suitable earth wire or spike to prevent cable of becoming live during the installation of new Distribution Boards.

No person shall continue with wiring of premises unless the supply to the premises has been rendered dead and the above effective measures has been taken to ensure that such cables remains dead. When rewiring of premises is done the feeder breakers at the other end of the supply cables shall be locked out and the cable earthed to prevent any injury to workers by Electrical Shock.

A register shall be kept on site in the Health and Safety File indicating all signatures of competent persons switching electricity supply on or off with time and date

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

stamps.

No person shall use or permit to use a portable electric load operating at a voltage exceeding 50V to earth unless it is connected to a source of electrical energy incorporating an earth leakage protection device.

A register shall be kept on site in which all daily checks of portable electric tools are performed and signed by the responsible person. Checks shall include condition of plug top, power cord, on-off switch and insulation condition of electric tool. All tools shall be numbered and entered accordingly into the register. Condition of tools as listed in the register shall be inspected and signed by the construction supervisor at regular intervals as required by the nature of the equipment.

### 32. REGISTERS REQUIRED ON SITE

The following list of Registers is merely an indication of what could be required by law on site.

#### PPE

- Personal Protective Clothing and Equipment issued

#### MACHINERY

- Daily Checklist - Compaction Machinery – Bomag
- Daily Checklist - Compaction Machinery – Plate Compactor
- Daily Construction Vehicle Pre-ignition Checklist – Tractors
- Daily Checklist - Compaction Machinery – Tipper
- Daily Checklist - Compaction Machinery – Excavator
- Daily Construction Vehicle Pre-ignition Checklist – TLB
- Daily Checklist - Compaction Machinery – Material Handler
- Daily Checklist - Compaction Machinery – Water Lorry
- Daily Checklist - Compaction Machinery – Bomag
- Daily Checklist - Compaction Machinery – Mini Excavator
- Daily Checklist - Compaction Machinery – Bobcat
- Daily Checklist - Compaction Machinery – Concrete Mixer
- Daily Checklist - Compaction Machinery – Crane

#### EQUIPMENT

- Ladder Inspection Register

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Scaffold Inspection Register
- Safety Harness Inspection Register
- Gas Cutting and Welding Inspection Register

## TOOLS

- Monthly Checklist on Hand Tools
- Monthly Checklist on Portable Electrical Equipment

## HOUSE KEEPING

- Stacking Inspection Register
- Excavations Inspection Register
- Monthly Environmental Checklist and Deviation
- Monthly Hygiene Facility Inspection Register – Mobile Ablutions and Eating areas

## INCIDENTS

- Minor Incident Recording form
- Near misses Recording form
- Major Incident Recording forms (Wcl1 and WCL2)  
(Injury/ occupational disease record book  
Recording and investigation of incidents)
- Annexure 1 – report to Department of Labour
- Motor Vehicle Accident Report
- Safety Statics form

## FIRE

- Fire Extinguishing Equipment Register
- Register of Trained Employees in Fire Fighting
- Fire Awareness Attendance Training Register

## FIRST AID

- First Aid Box and Equipment Checklist
- Register of Trained Employees in Basic First Aid
- First Aid Awareness Attendance Training Register

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

## TRAINING

- Induction Training Attendance Registers
- Risk Assessment Communication Registers
- Safe Work procedures Communication Registers

## PERMITS

- Lock-out Request Forms (Water and Electricity)
- Lock-out Permits (Water and Electricity)

## INSPECTIONS

- SHE Coordinator Inspection Register – Monthly checklist and deviations
- Minutes of Safety Committee Monthly meetings

### 33. SAFE WORK PROCEDURES REQUIRED IN HEALTH AND SAFETY FILE

The following list of SWP's is merely an indication of what could be required by law on site.

- Stacking of material
- Working with angle grinders
- Working with drills
- Working with glass panes
- Excavating of trenches
- Loading and transport of material
- Working with cement and concrete mixers
- Driving company vehicles
- Approaching Construction Vehicles
- Maintaining Scaffolding
- Form work repair guide
- Roof work
- Correct use of Fire Extinguishers
- Engaging and working with Contractors
- Dealing with Heat Stress
- Electrical Safety precautions

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

- Maintenance of Ladders
- Dealing with Silica and dust
- Trenches and open excavations
- Any other as required by activities on site

**34. WRITTEN TRAINING COURSE MATERIAL TO BE FILED IN HEALTH AND SAFETY FILE**

The following Training is merely an indication of what could be required by law on site.

- Induction Training (Workplace awareness – Site specific)
- Training of operators on Construction Vehicles and Mobile Plant (Certificates)
- First Aid Awareness
- Fire Fighting Awareness
- Toolbox talks on Hand Tools
- Toolbox talks on Machine Guarding
- Toolbox talks on Hand Tool Accidents
- Toolbox talks on Ten Commandments of Safety
- Toolbox talks on Fire prevention
- Toolbox talks on lifting materials by hand
- Toolbox talks on safe loading
- HIV Training Unit 1 - The Nature of HIV/Aids
- HIV Training Unit 2 - Transmission of the HI virus
- HIV Training Unit 3 - HIV/AIDS preventative measures
- HIV Training Unit 4 – Voluntary HIV/AIDS counselling and testing
- HIV Training Unit 5 – Living with HIV/AIDS
- HIV Training Unit 6 – Treatment options for people with HIV/AIDS
- HIV Training Unit 7 – The rights and responsibilities for workers in the workplace with regard o HIV/AIDS
- Toolbox talks on Environmental influences

**35. TRAINING COURSES TO BE PRESENTED**

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| Contractor | Witness 1 | Witness 2 | Employer | Witness 1 | Witness 2 |

**PHASE 1**

- Toolbox talks on the functions of the SHE Representative
- Induction Training (Workplace awareness) - Ten Commandments of Safety
- Training of the Community on Construction Workplace Hazards
- HIV Training Unit 1 - The Nature of HIV/Aids
- Toolbox talks on Environmental Awareness

**PHASE 2**

- Training of Operators on Construction Vehicles and Mobile Plant
- First Aid Awareness
- Fire Fighting Awareness
- Toolbox talks on Hand Tools and Hand Tool Accidents
- Toolbox talks on Machine Guarding
- Toolbox talks on lifting materials by hand
- Toolbox talks on Safe Loading
- Toolbox talks on Safety Signs
- HIV Training Unit 2 - Transmission of the HI virus
- HIV Training Unit 3 - HIV/AIDS preventative measures
- HIV Training Unit 4 – Voluntary HIV/AIDS counselling and testing
- HIV Training Unit 5 – Living with HIV/AIDS
- HIV Training Unit 6 – Treatment options for people with HIV/AIDS
- HIV Training Unit 7 – The rights and responsibilities for workers in the workplace with regard to HIV/AIDS
- Toolbox talks on Environmental Awareness

**36. EQUIPMENT ON SITE**

First Aid Kit (basic)

Stretcher

Fire Extinguishers – 9kg

**37. PERSONAL PROTECTIVE CLOTHING**

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



The Contractor shall provide the necessary personal protective clothing for its employees in hazardous areas, appropriate to the nature of the hazard.

37.1 Hard Hats

All employees of the Contractor shall wear hard hats in areas where appropriate hazard notices are displayed. The Engineer shall have the right to ban certain colours if they are similar to the Employer's identifying colours. Hard hats shall not be painted or otherwise defaced.

Colours

Red – Fire Fighter Green \_First Aider

White – Professional Team Yellow –Supervisor

Blue – Workers

Pink – SHE Representatives

37.2 Eye Protection

Suitable eye protection shall be worn in areas where appropriate hazard notices are displayed, or when grinding, chipping, breaking, drilling, arc-welding, cutting with oxy-acetylene equipment or similar activities are taking place.

37.3 Hearing Protection

Suitable hearing protection shall be worn in areas where appropriate hazard notices are displayed.

37.4 Foot Wear

All employees of the Contractor shall wear undamaged, laced-up safety boots or safety shoes, suitable for the intended purpose, in prescribed areas where appropriate hazard notices are displayed.

37.5 Gloves

All employees of the Contractor shall wear suitable protective gloves in areas where appropriate hazard notices are displayed, or when handling hot or hazardous materials or chemicals.

Mixing cement and steelwork shall be attended to

37.6 Clothing

All employees of the Contractor shall wear suitable protective clothing when working in proximity of machinery, power tools, hazardous materials or chemicals.

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

Proposed Personal Protective Equipment required on this project:

| NO. | TYPE                             | WHEN TO WEAR                              |
|-----|----------------------------------|---|
| 1.  | Hard Hats                        | Always                                    |
| 2.  | 400mm Shoulder Length PVC Gloves | Working with cement                       |
| 3.  | Leather chrome Gloves            | Working with steel                        |
| 4.  | Plastic Trousers                 | Working with cement                       |
| 5.  | Safety Goggles                   | Grinding, Cutting Cement                  |
| 6.  | Gumboots                         | Working in water                          |
| 7.  | Welding helmet                   | Welding                                   |
| 8.  | Gas welding safety goggles       | Gas Welding                               |
| 9.  | Safety shoes                     | Always except in water                    |
| 10. | Dust Masks                       | Grinding and dusty conditions             |
| 11. | Ear Muff                         | Grinding                                  |
| 12. | Leather apron                    | Welding/ gas welding                      |
| 13. | Reflective vests                 | Operators and workers on/near public road |
| 14. | Protective Overalls              | Depends on nature of work                 |

**AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993**

The Employer and the Contractor hereby agree, in terms of the Provisions of Sections 37(2), 9 and 8(2) of the Occupational Health and Safety, Act No. 85 of 1993, hereinafter referred to as 'the Act', that the Contractor as an employer in its own right and in its capacity as Contractor for the execution of the works, shall have certain obligations and that the following arrangements shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:-

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

- i) The Contractor undertakes to acquaint the appropriate officials and the employees of the Contractor with all relevant provisions of the Act, and the regulations promulgated in terms of the Act, and
- ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and regulations will be fully complied with, and
- iii) The Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and regulations and expressly absolve the Employer and the Employer's Consulting Engineers from being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- iv) The Contractor shall be obliged to report forthwith to the Employer any investigation, complaint, or criminal charge which may arise as a consequence of the provisions of the Act and regulations pursuant to work performed on behalf of the Employer, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

SIGNED at..... on this..... day of ..... 20.....

For and on behalf of the **Contractor**:

Print Name: \_\_\_\_\_

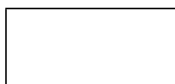
AS WITNESSES:

1. \_\_\_\_\_ 2. \_\_\_\_\_

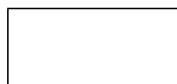
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

For and on behalf of the **Employer**:

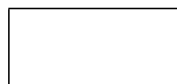
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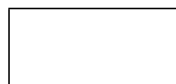
Contractor



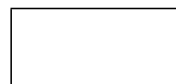
Witness 1



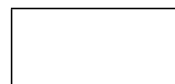
Witness 2



Employer



Witness 1



Witness 2

AS WITNESSES:

1. \_\_\_\_\_

2. \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2

**MANDATORY NOTIFICATION OF CONSTRUCTION WORK IN TERMS  
OF REGULATION 3 OF THE CONSTRUCTION REGULATIONS (2003) OF THE  
OCCUPATIONAL HEALTH AND SAFETY ACT, NO. 85 OF 1993**

This document is to be forwarded by the Contractor to the Office of the Department of Labour **prior to commencement** of the Works. The Contractor shall ensure that all Sub- Contractors accountable to him forward similar documents to the mentioned Authority **prior to commencement with the Works**.

A. Particulars of Contractor

Name: .....

Postal Address : .....

Compensation Fund Registration No. ....

B. Particulars of Contractor's MD/ CEO/Managing Member of cc

Name: .....

ID No. ....

Postal Address: .....

Tel No. .... Cell phone No. ....

C. Particulars of Contractor's designated Construction Safety Officer appointed in terms of Clause 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name: .....

ID No. ....

Postal Address: .....

Tel No. .... Cell phone No. ....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



G. Expected commencement date: .....

H. Expected completion date: .....

I. Estimated maximum number of persons on the construction site.

J. Planned number of Sub-Contractors on the construction site accountable to Principal Contractor:

.....  
Name(s) of Sub-Contractors.  
.....  
.....  
.....

K. Particulars of Employer (client)

Name: .....

Postal Address: .....  
.....

Name of Employer's designated Representative / Agent.

..... Tel No.

..... Cell phone No. ....

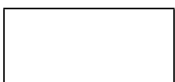
L. Particulars of Design Engineer

Name: .....

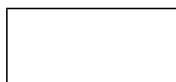
Postal Address: .....

Tel No. .... Cell phone No. ....

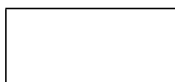
Signed at ..... on this ..... day of ..... 20.....



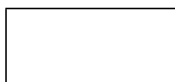
Contractor



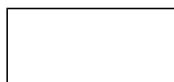
Witness 1



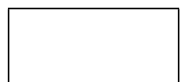
Witness 2



Employer



Witness 1



Witness 2

**INFORMATION TO BE SUPPLIED BY THE TENDERER**

The following form shall be completed by the Tenderer. A

Particulars of WCF

Compensation Fund Registration No. ....

Expiring Date .....

B. Particulars of designated Construction Supervisor of the Contractor appointed in terms of Regulation 6(1) as the Construction Supervisor, with the duty of supervising health and safety at the Works:

Name: .....

ID No. ....

Postal Address: .....

Tel No. .... Cell phone No. ....

C Particulars of Contractor's Health and Safety Representatives:

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

D Particulars of First Aider

Name: .....

ID No. ....

Valid First Aid Certificate:

Yes.....

No.....

E Particulars of Fire Fighter

Name: .....

ID No. ....

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Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2



Valid Fire Training Certificate:

Yes.....

No.....

F Training Records of Construction Vehicle Operators

Name:.....Qualifications.....

Name:.....Qualifications.....

Name:.....Qualifications.....

G. Incident Statistics:

| Incidents during last 12 months | Date | Degree of Injury | Production days lost | Costs involved |
|---------------------------------|------|------------------|----------------------|----------------|
| 1                               |      |                  |                      |                |
| 2                               |      |                  |                      |                |
| 3                               |      |                  |                      |                |
| 4                               |      |                  |                      |                |
| 5                               |      |                  |                      |                |
| 6                               |      |                  |                      |                |

### C3.4.1 LOCALITY PLAN

Contractor

Witness 1

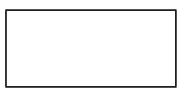
Witness 2

Employer

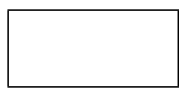
Witness 1

Witness 2

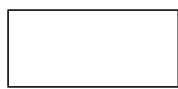
## C3.4.2 TENDER DRAWINGS



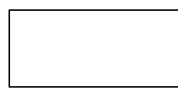
Contractor



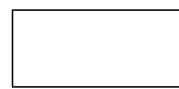
Witness 1



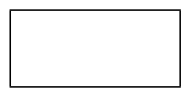
Witness 2  
C3.58



Employer



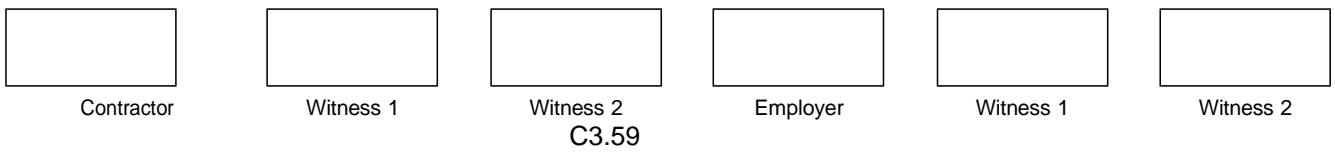
Witness 1



Witness 2

### C3.4.3 CONTRACT BOARD LAYOUT DETAIL

-Contract Board layout details to be provided after award of 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.

Contractor

Witness 1

Witness 2

Employer

Witness 1

Witness 2