

TENDER

APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA SCMU5-24/25-0002 ORR

NAME OF COMPANY:

CSD Nr:

CRS Nr (CIDB):

CLOSING DATE: 18 June 2024

TIME: 11:00 am



Department of Public Works and Infrastructure

KD Mathanzima Building

Cnr Owen and Victoria Street

Mthatha

5099

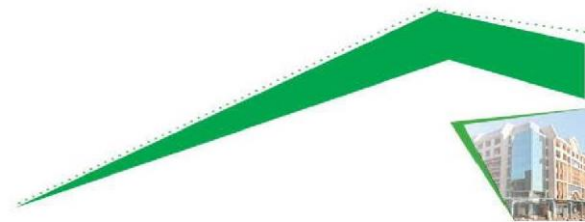
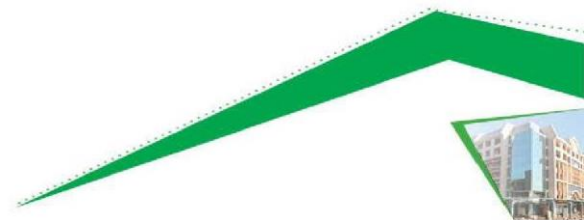
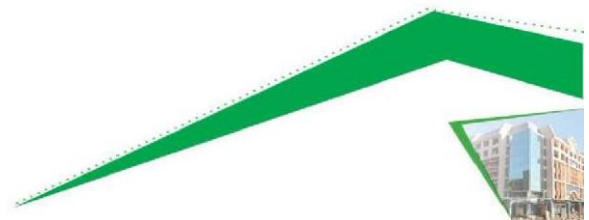


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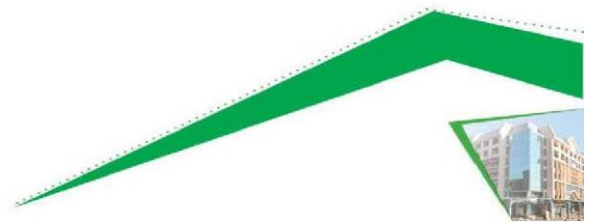
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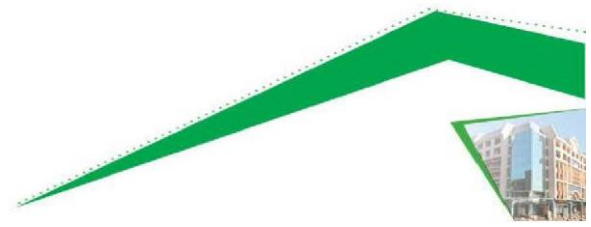
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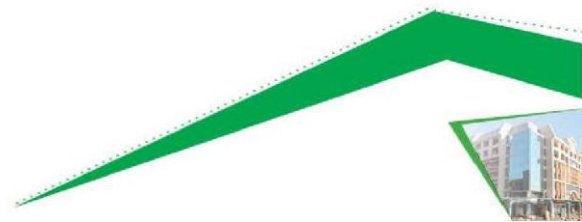
THE TENDER



PART T1 TENDERING PROCEDURES



PART T1.1: TENDER NOTICE AND INVITATION TO TENDER



T1.1 Tender Notice and Invitation to Tender

The Eastern Cape Department of Public Works and Infrastructure invites contractors with a CIDB Grading of **3GB** Only in the following Class of works (**GB**) to tender for the **“APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA”** for **08 months’** contract.

The contract will be based on the **JBCC Edition 6.2 of 2018** and the Eastern Cape Public Works and Infrastructure will enter into a contract with the successful tenderer.

Only tenderers who have suitable experience and suitably qualified personnel in providing similar services to those that are required are eligible to submit tenders.

Bid documents are downloadable free of charge from Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) or from National Treasury’s tender portal (<http://www.etender.gov.za/content/advertised-tenders>). Bid documents will be available on **24 May 2024**. No bid documents will be available at departmental offices.

Queries relating to the issue of these documents may be addressed in writing to DPWI Supply Chain Management - email: Lindiwe.Mbaleni@ecdpw.gov.za **Technical enquiries:** may be addressed in writing to **Ms Namhla Mbewana**– email: Namhla.Mbewana@ecdpw.gov.za

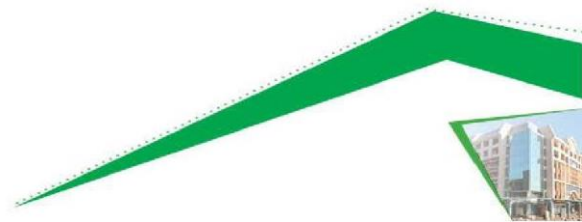
The closing time for receipt of tenders by the Eastern Cape Department of Public Works and Infrastructure (ECDPWI) is **11:00am** on **18 June 2024**.

Telegraphic, telephonic, telex, facsimile, e-mail and late tenders **will not** be accepted. Bids must be submitted in sealed envelopes clearly marked **“SCMU5-24/25-0002 ORR: “APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA”** must be deposited in the bid box, **DEPARTMENT OF PUBLIC WORKS, KD MATANZIMA BUILDNG, CRN OWEN AND VICTORIA STREET, MTHATHA**

It is the responsibility of the tenderer/s to ensure that bid documents /proposals are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Tenderers using courier services for delivery of their bid documents must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. Not delivered to Departmental officials. The Department will not accept responsibility if bids received by officials are not timely deposited in the Bid Box.

Tenders may only be submitted on the tender documentation that is issued. Tenderers must be registered on the National Treasury Central Supplier Data Base and proof of registration must be submitted with the proposal (<https://secure.csd.gov.za>).

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



B. BID EVALUATION:

This bid will be evaluated in Two (2) phases as follows:

Phase one: Compliance, responsiveness to the bid rules and conditions.

Phase Two: Bidders passing all stages above will thereafter be evaluated on PPPFA.

PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT (PPPFA) POINTS WILL BE AWARDED AS FOLLOWS:

Maximum points on price	-	80 points
Maximum points for specific goals	-	20 points
Maximum points	-	100 points

C. BID SPECIFICATIONS, CONDITIONS AND RULES

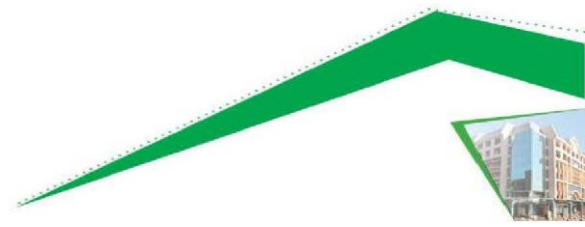
1. The minimum specifications, other bid conditions and rules are detailed in the bid document under Tender Data
2. The Department of Public Works and Infrastructure SCM policy applies.
3. Tender validity period is **120 days**.
4. **Declaration certificate for local production and Declaration summary should be completed & signed. If not, points for specific goals will be forfeited.**

D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

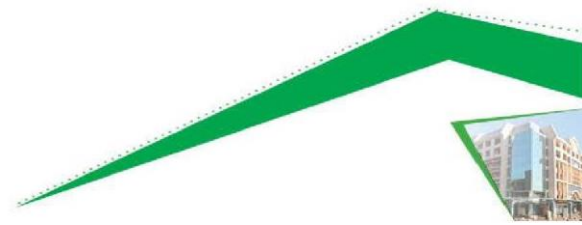
- **SCM RELATED ENQUIRIES** DPWI Supply Chain Management
Tel No: **047 505 2754/ 081 028 5559**
Email Address: Lindiwe.Mbaleni@ecdpw.gov.za
- **TECHNICAL ENQUIRIES**
Ms Namhla Mbewana
Tel No: **047 531 0017/ 071 037 1090**
Email Address: Namhla.Mbewana@ecdpw.gov.za

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701



PART T1.2: TENDER DATA

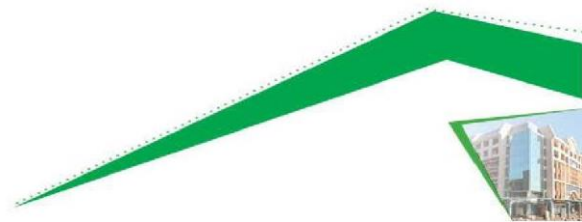


T1.2 Tender Data

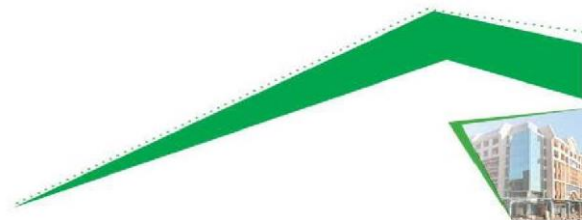
The conditions of tender are the latest edition of SANS 10845-3, *Standard conditions of tender*.

SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in **Annexure C of Standard for Uniformity in Construction Procurement (Board Notice 423 of 2009 Government Gazette No 42622 of August 2019)**.

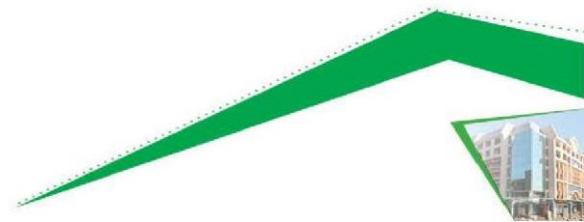
Clause number	Tender Data
3.1	The Employer is Public Works and Infrastructure – Eastern Cape
3.2	The tender documents issued by the employer comprise the following documents: THE TENDER Part T1: Tendering procedures T1.1 - Tender notice and invitation to tender T1.2 - Tender data T1.3 - Functionality scoring schedule Part T2: Returnable documents T2.1 - List of returnable documents T2.2 - Returnable schedules THE CONTRACT Part C1: Agreements and Contract data C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Dispute Resolution Mechanism Part C2: Pricing data C2.1 - Pricing Instructions C2.2 - Bills of Quantities Part C3: Scope of work C3 - Scope of work Part C4: Site information C4 - Site information
3.3	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	The employer's agent is: Name: Ms. Namhla Mbewana KD Matanzima Building, Department of Public Works and Infrastructure Cnr Owen and Victoria Street, Mthatha Tel No: 047 531 0017 / 071 037 1090 Email Address: Namhla.Mbewana@ecdpc.gov.za
3.5	The language for communications is English
3.6	The competitive negotiation procedure shall be applied.
3.7	Method 2: Two (2) stage procurement procedure shall be applied.
4	Tender's obligations



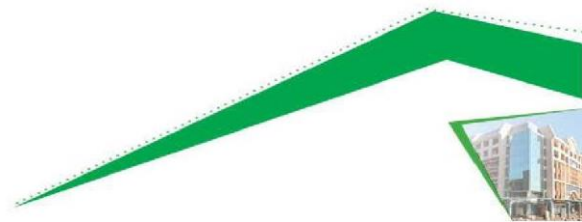
4.1	The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated: a) contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for a CIDB Grade 3GB class of construction work; and Joint ventures are eligible to submit tenders provided that: - every member of the joint venture is registered with the CIDB; - the lead partner has a contractor grading designation in the CIDB Grade 2GB or higher class of construction work; and - the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a CIDB Grade 3GB or higher class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations. - Joint Venture Agreement
4.2	The employer will compensate the tender as follows JBCC Edition 6.2 of 2018. The employer <u>will not</u> compensate the tenderer for any costs incurred in attending interviews or making any submissions in the office of the employer.
4.3	It is the responsibility of the tenderer to check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.
4.4	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.
4.5	Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are incorporated into the tender documents by reference.
4.6	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 consider the addenda.
4.7	The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender. Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list. Tender documents will not be made available at the clarification meeting
4.8	Seek clarification <i>Request clarification of the tender documents, if necessary, by notifying the employer at least 7 (Seven) working days before the closing time stated in the tender data.</i>
4.9	Tenderers are required to state the rates and currencies in Rands. Include in the rates, prices, and the tendered total of the prices (if any), all duties, taxes which the law requires to be paid [except value added tax (VAT)], and other levies payable by the successful tenderer, that are applicable 14 days before the closing time stated in the tender data. Show the VAT payable by the employer separately as an addition to the tendered total of the prices. 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. State the rates and prices in monetary value of the contract unless otherwise instructed in the tender data.



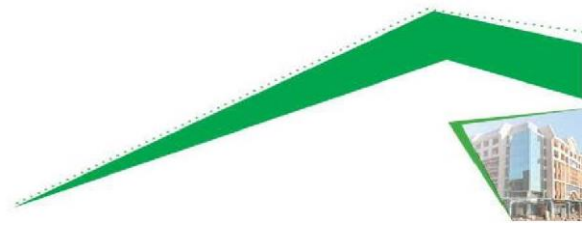
4.10	Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer or to correct errors made by the tenderer and ensure that all signatories to the tender offer initial all such alterations. Do not make erasures using masking fluid.
4.11	Main tender offers are not required to be submitted together with alternative tenders.
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original. Submit a) the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with a translation of any documentation in a language other than the language of communication established in 3.5, and b) the parts communicated electronically by the employer or its agents on paper format with the tender.
4.13.2	Sign the original and all copies of the tender offer where required in terms of the tender data. State in the case of a joint venture which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer. NOTE The employer holds all authorized signatories liable on behalf of the tenderer.
4.13.3	A tender security in the amount of N/A is required and shall remain valid for a period not exceeding N/A days after the closing date for tender offers. The form of the tender security shall not differ substantially from the sample provided in Annex D of SANS 10845-3.
4.13.4	The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are: Location of tender box: DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, KD MATANZIMA BUILDING, CRN OWEN AND VICTORIA STREET, MTHATHA Physical address: Corner Owen and Victoria Street, KD Matanzima Building, Mthatha 5099 Identification details: SCMU5-24/25-0002 ORR: "APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA" Closing time and date: 18 June 2024 at 11:00
4.13.5	The tenderer is required to submit with his tender the following certificates: 1) a copy of the CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services. <i>In the case of a Joint Venture/Consortium/Sub _contractors each party must submit a separate CSD report showing, amongst other things, that tax matters of the service provider are in order the South African Revenue Services.</i> 2) CIDB Grading certificate or CRS number.
4.13.6	A two-envelope procedure will not be required.
4.13.7	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted. The tenderer accepts that the employer does 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.



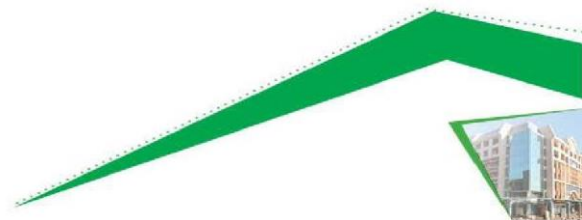
4.14	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender. Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the standard conditions of tender in this part of SANS 10845 apply equally to the extended deadline.
4.15.1	The tender offer validity period is 120 days. 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. 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. Extend the period of the tender security, if any, to cover any agreed extension requested by the employer.
4.15.2	Placing of contractors under restrictions / withdrawal of tenders If any tenderer who has submitted a tender offer or a contractor who has concluded a contract has, as relevant: withdrawn such tender or quotation after the advertised closing date and time for the receipt of submissions; after having been notified of the acceptance of his tender, failed or refused to commence the contract; had their contract terminated for reasons within their control without reasonable cause; offered, promised or given a bribe in relation to the obtaining or the execution of such contract; acted in a fraudulent, collusive or anti-competitive or improper manner or in bad faith towards the Provincial Government; or, made any incorrect statement in any affidavit or declaration with regard to a preference claimed and is unable to prove to the satisfaction of the Provincial Government that the statement was made in good faith or reasonable steps were taken to confirm the correctness of the statements, such tenderer/s may be placed under restriction from tendering with the state. Procedures are outlined in the EC SCM Policy for Infrastructure procurement and Delivery Management and also on cidb Inform Practice Note #30. Excerpts of the policy can be availed on request of any interested tenderer.
4.16	Access shall be provided for the following inspections, tests and analysis: N/A
4.17	the preferred tenderer will be required to submit an approved insurer undertaking to provide the Performance Bond / Guarantee / Surety / Security to the format and/or standard as per DPW policy
5	Employer's undertakings
5.1	The Employer will respond to requests for clarification received up to Seven (7) working days before the tender closing time. If, as a result of the issuing of addenda, it is necessary to extend the closing time stated in the tender data, grant such extension and notify all respondents accordingly.
5.2	The employer shall issue addenda until Seven (7) working days before tender closing time.
5.3	Tenders will be opened immediately after the closing time for tenders at 11:00am hours.
5.4	Do not disclose to tenderers, or to any 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.



5.5	Determine, after opening and before detailed evaluation, whether each tender offer that was properly received a) complies with the requirements of the standard conditions of tender in this part of SANS 10845, b) has been properly and fully completed and signed, and c) is responsive to the other requirements of the tender documents. A responsive tender is one that conforms to all the terms, conditions, and scope of work of the tender documents, without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would d) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work, e) significantly change the employer's or the tenderer's risks and responsibilities under the contract, or f) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified. Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.												
5.6	Arithmetical errors, omission and discrepancies Check responsive tenders 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.												
	For Vat related discrepancies, National and Provincial Treasury prescripts in relation to VAT procedures apply.												
5.7.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule. Table F.1: Formulae for calculating the value of A <table><tr><th>Formula</th><th>Comparison aimed at achieving</th><th>Option 1^a</th><th>Option 2^a</th></tr><tr><td>1</td><td>Highest price or discount</td><td>$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P / P_m$</td></tr><tr><td>2</td><td>Lowest price or percentage commission / fee</td><td>$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$</td><td>$A = P_m / P$</td></tr></table> ^a P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.	Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a	1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$	2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$
Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a										
1	Highest price or discount	$A = \left(1 + \frac{(P - P_m)}{P_m} \right)$	$A = P / P_m$										
2	Lowest price or percentage commission / fee	$A = \left(1 - \frac{(P - P_m)}{P_m} \right)$	$A = P_m / P$										
5.7.2	The procedure for the evaluation of responsive tenders is Method 2: Administrative compliance, Price and Preference Phase 1: Responsiveness to bid requirements and rules. Phase 2: Price and preference (80/20).												



	1. PHASE ONE: RESPONSIVENESS TO THE BID REQUIREMENTS AND RULES Bidders' proposals must meet the following minimum requirements and supporting documents must be submitted with the completed bid document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the bid for further consideration: 1. Bid Document (This Document must be submitted in its original format) 2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted. 3. Bidder must be registered with CIDB in the correct grading and class of works as per the tender notice and requirements. And must the status on CIDB be active during award stage. It is the responsibility of the bidder to keep the status on CIDB active throughout bidding process (advert till award stage). 4. Bidders must be a legal entity or partnership or consortia. 5. Form of offer and Acceptance must be duly completed. NB if the bid sum (amount in words) differ from Bid Sum (amount in figures), the Bid Sum (amount in words) will govern. 6. SBD 4- Declaration of Interest: SBD 4 must be duly completed. Does the bidder or any of its directors/ trustees/ shareholders/ members/ partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for the contract, such interest must be disclosed on question 2.3.1 NB failure to disclose such interest the bidder will be eliminated that information will be verified by the evaluation committee through CSD. 7. Compulsory Enterprise Questionnaire (Completed and signed) (JV partners must complete separate Questionnaire forms and submit). 8. If the offer (any of the items quoted for) is "the VAT registration number of service provider must be indicated. Bidders are not entitled to claim the VAT if they are not VAT registered. 9. Resolution to Sign (must be completed, if application). 10. Declaration of Employees of the State or other state Institution. 11. Only one offer per bidder is allowed and alternative offers will not be considered. If more than one offer is received, none of the offers will be considered.
	Other Conditions of bid (Non eliminating unless expressly mentioned in the document): 12. Returnable Schedule: SBD1-Invitation to bid must be completed and signed 13. The bidder must be registered on the Central Supplier Database (CSD) prior the award 14. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. In cases where the bidder's status is found non-compliant, the bidder will be granted 7 days to correct the status. A bidder that fails to rectify its tax matters with SARS will be declared non-responsive. 15. Bidders need to complete and sign SBD 6.1 to claim points for specific goals. Failure will lead to the non-awarding of points for specific goals. 16. The relevant designated sector: (Steel products). The minimum threshold for local production and content is 100%. 17. Bidders need to complete the Declaration Certificate for Local Content and Local Production to be awarded points for Specific goals allocated for Local Content. This Declaration Certificate must be completed and signed and submitted as part of the bid documentation. 18. Declaration of Employees of the State or other State Institutions. 19. Bidders must submit a minimum of three (3) written contactable references for projects successfully completed in the past (clearly indicating client name, contract value, contract term, contact person, contact details). This is not an elimination factor, but important for the department to make a decision. 20. Bidders must submit a list of projects where he or she has submitted tender offers but tender results have not been confirmed by the Client. This is not an elimination factor, but



important for the department to make a decision. Unless it is used for Quality/functionality Points.

20. Bidders must submit their company profiles, list of available resources, plant and machinery and any other additional capacity with the bid. This is not an elimination factor, but important for the department to make a decision. Unless it is used for Quality/ functionality Points.

21. The bidder must also list all projects where there are pending litigations or litigations have been concluded.

22. The Department will contract with the successful bidder by signing a formal contract. This tender will be awarded as a whole. All trades listed in the Bills of Quantities or Pricing schedule must be priced for (except provisional sums and allowances which also need to be added to the total), failure to do so will increase commercial risk of the bid and may lead to elimination or passing over of the bidder.

23. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.

24. DPWI Policy applies.

25. Protection of personal information: Consent (POPIA)

26. The successful tenderer (after being informed) will be required to bring along an unsigned copy of the form of contract to be signed by parties (e.g. JBCC Edition 6.2 of 2018)

27. Contractor must commit to support and allocate 30% to SMMEs (EME /QSEs which are at least 51% owned by Black people) within the OR Tambo District municipality region. The work packages to be implemented by the local SMMEs are already set or allocated in the Bills of Quantities of the project as provisional sum that a contractor will price only Profit and Attendance for. The responsibility to sub-contract with competent and capable subcontractor's rests with the main contractor/supplier. Once awarded, to bring harmony on site, the department reserves the right to intervene in the selection of local sub-contractors or SMMEs on site

27. EPWP policy will be applicable.

2. PHASE TWO: EVALUATION POINTS ON PRICE AND SPECIFIC GOALS

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and Specific Goals/Preferential Procurement Regulations 2022

Criteria	Points
POINTS ON PRICE	80
SPECIFIC GOALS	20
TOTAL	100

The 80/20 preference point system for acquisition of services, works or goods be Rand value of R50 million:

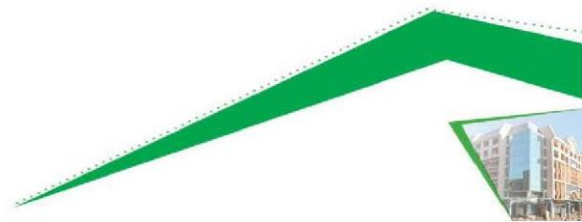
- a. The following formula must be used to calculate the points for price in respect of tenders (including price quotation) with a Rand value equal to, or above R 30 000 and up to Rand value of R 50 000 000 (all applicable taxes included):

The financial offer will be scored using the following formula:

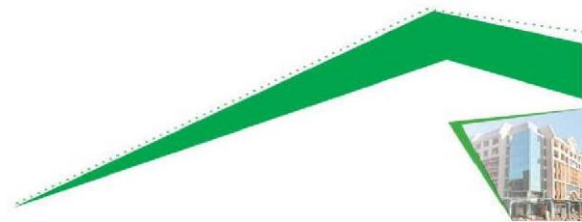
$$A = \frac{1 - (P - P_m)}{P_m}$$

The value of value of W_1 is:

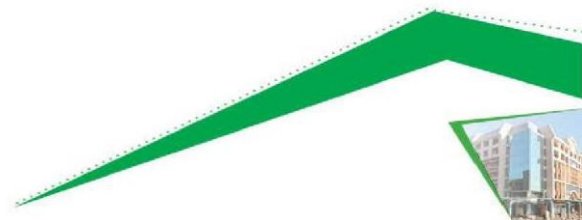
- 2) **80** where the financial value inclusive of VAT of one or more responsive tender offers have a value that **equals or is less than R 50 000 000**.



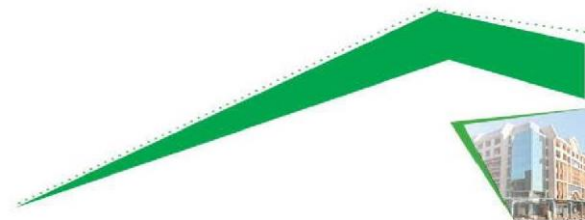
	l) the tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management bid committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process. m) A Resolution of signatory form has been completed and signed by director/s or a letter bearing a letterhead of the tenderer has been attached (specific to this bid) to the bid submission; it must be duly signed by all directors and submitted the bid. Only a duly authorized official can sign the bid. n) NOTE: The amount reflected on the Form of Offer and Acceptance takes precedence over any other total amount indicated elsewhere in bidder's tender submission. If the Form of Offer and Acceptance has no value or figure, the bidder will be regarded as having made no offer. o) The department reserves the right not to award the bid to the most favourable tenderer, if any of the situations occur: if it is not assisting in the advancement of designated groups; risk profile of the favourable firm is too high; the bidder has been awarded a considerable number of projects by the department or provincial government; has performed unsatisfactorily in the past, etc. p) Contractor has committed to support and allocate 30% to SMMEs (EME /QSEs which are at least 51% owed by Black people) within the ORT District municipality / Region. The work packages to be implemented by the local SMMEs are already set or allocated in the Bills of Quantities of the project as provisional sum that a contractor will price only Profit and Attendance for. The responsibility to sub-contract with competent and capable subcontractor's rests with the main contractor/supplier. Once awarded, to bring harmony on site, the department reserves the right to intervene in the selection of local sub-contractors or SMMEs on site.
5.9	The number of paper copies of the signed contract to be provided by the employer is 1.
	The additional conditions of tender are: ☐ Wherever a brand name is specified in this document (i.e., specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
T.2.1	A. List of returnable documents
1	Documentation to demonstrate eligibility to have tenders evaluated i.e. List all documentation to demonstrate eligibility to have a submission evaluated. ☐ Appropriate CIDB grading suitable for the works (as stated in 4.1).
2	Returnable Schedules required for tender evaluation purposes The tenderer must fully and appropriately complete and sign the following returnable schedules as relevant: • Record of Addenda to Tender Documents • Proposed amendments and qualifications • Compulsory Enterprise Questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted). • SBD 1, 4, 6.1. • Protection of personal content: Consent • Form of Offer and Acceptance • Complete priced Bills of Quantities, including Final Summary • Certificate of Authority for Joint Ventures



3	Other documents required for tender evaluation purposes The tenderer must provide the following returnable documents: • A CSD Report for a contractor with valid and correct information. • A letter of good standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)
4	Returnable Schedules that will be used for tender evaluation purposes and be incorporated into the contract The tenderer must complete the following returnable documents: ☐ A duly completed form of Offer and Acceptance (and any revision of prices if there are any).
5	Only authorized signatories may sign the original and all copies of the tender offer where required. • In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity. Furthermore, • In the case of a joint venture or consortium, at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid. • In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid. • No authority to sign is required from a company or close corporation or partnership which has only one director or member. • In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid. <u>Accept that failure to submit proof of authorization to sign the tender shall result in the tender offer being regarded as non-responsive.</u>
6	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 nonresponsive.
7	Canvassing and obtaining of additional information by tenderers The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of his tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon. The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.

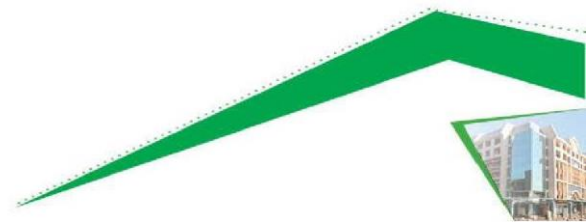


8	Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person - a) who is in the service of the state; or b) if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state; or c) a person who is an advisor or consultant contracted with the Department or municipal entity. In the service of the state means to be - a) a member of:- a any municipal council; b any provincial legislature; or c the National Assembly or the National Council of Provinces;
	d) a member of the board of directors of any municipal entity; e) an official of any Department or municipal entity; f) an employee of any national or provincial department; g) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999); h) a member of the accounting authority of any national or provincial public entity; or i) an employee of Parliament or a provincial legislature. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
9	Awards to close family members of persons in the service of the state Accept that the notes to the Employer's annual financial statements must disclose particulars of any award of more than R2000 to a person who is a spouse, child, or parent of a person in the service of the state (defined in clause 8 above), or has been in the service of the state in the previous twelve months, including - a) the name of that person; b) the capacity in which that person is in the service of the state; and c) the amount of the award. In order to give effect to the above, the questionnaire for the declaration of interests in the tender of persons in service of state in part T2 of this procurement document must be completed.
10	Respond to requests from the tenderer The employer will respond to requests for clarification up to 5 (five) working days before the tender closing time.
11	Opening of tender submissions Tenders will be opened immediately after the closing time for tenders
12	Scoring quality / functionality: N/A

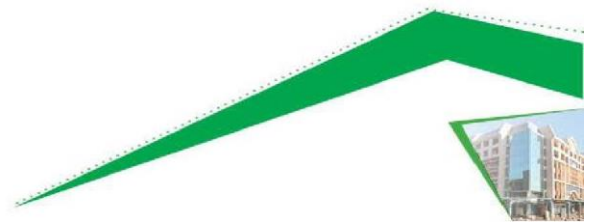


13	Cancellation and re_ invitation of tenders An organ of state may, prior to the award of the tender, cancel the tender if. (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received. (d) Tender validity period has expired. (e) Gross irregularities in the tender processes and/or tender documents. (f) No market related offer received (after attempts of negotiation processes) Where applicable, the decision to cancel the tender will be published in the CIDB website and in the Tender Bulletin or the media in which the original tender invitation as advertised.
14	Dispute resolution mechanism will be done through the Adjudication route.
15	The department must when be acting against the tenderer or person awarded the contract on a fraudulent basis, considers the provisions of Regulation 14: The remedies provided for in Preferential Procurement Regulations 2017 do not prevent an institution from instituting remedies arising from any other prescripts or contract.
16	Where the employer terminates the contract due to default of the contractor in whole or in part, the employer may decide to: a) Refer the breach in contract to the cidb for investigation as a breach of the cidb Code of Conduct in terms of the cidb Regulations; or b) may impose a restriction penalty on the contractor in terms of Section 14 of the Preferential Procurement Regulations. The outcomes of such investigations in terms of both the cidb Regulations and the Preferential Procurement Regulations may prohibit the contractor from doing business with the public sector for a period not exceeding 10 years.

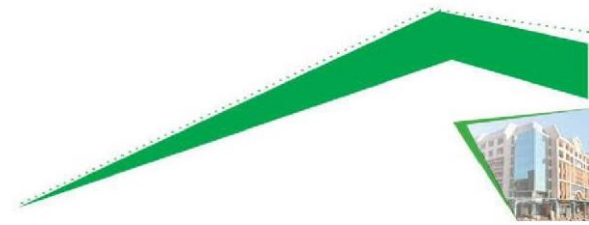
Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mai



PART T2 RETURNABLE DOCUMENTS



PART T2.1: LIST OF RETURNABLE DOCUMENTS



T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1 Returnable Schedules required for quotation evaluation purposes

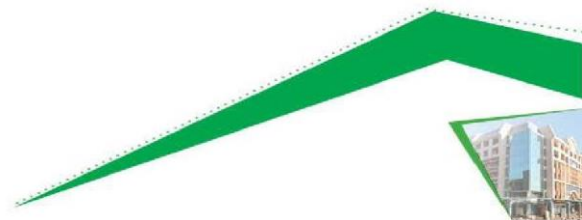
- Compulsory enterprise questionnaire (In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted).
- Record of addenda issued (Only if addenda is issued)
- Certificate of authority for joint ventures (Only where the tender/ quotation is submitted by a joint venture)

2 Other documents required for quotation evaluation purposes

- Form of Offer and Acceptance
- Complete Priced Bills of Quantities & Final Summary

3 Returnable Schedules that will be incorporated into the contract

- Details of the Project Team and CV with Qualifications & Proof of Registration completed for each individual of proposed
- Schedule of Plant and Equipment
- Record of projects: current, past and on tender.
- Project References – at least 3
- SBD 1, 4, 6.1
- Declaration for Locality content and production
- Protection of personal content: Consent
- Subcontract agreement (where applicable) or intent to sub-contract as per requirements.

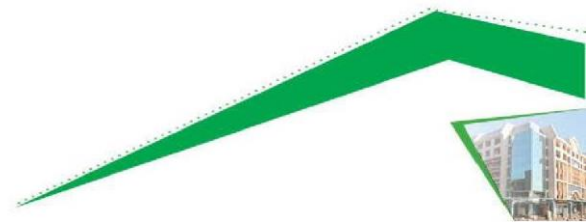


PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE					
BID NUMBER:	SCMU5-24/25-0002 ORR		CLOSING DATE:	18 June 2024	CLOSING TIME: 11:00
DESCRIPTION:	CONSTRUCTION OF MQHEKEZWENI TRADITIONAL COUNCIL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE, GROUND FLOOR KD MATANZIMA BUILDING CORNER OWEN & VICTORIA STREET MTHATHA					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON	Ms Namhla Mbewana	
TELEPHONE NUMBER			TELEPHONE NUMBER	071 037 1090	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	supply.chain@ecdpw.gov.za		E-MAIL ADDRESS	Namhla.Mbewana@ecdpw.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX		B-BBEE STATUS LEVEL AFFIDAVIT	TICK APPLICABLE BOX	
	☐ Yes ☐ No			☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
(a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		☐ Yes ☐ No [IF YES, COMPLETE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			☐ YES ☐ NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			☐ YES ☐ NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			☐ YES ☐ NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

SIGNATURE OF BIDDER:

.....

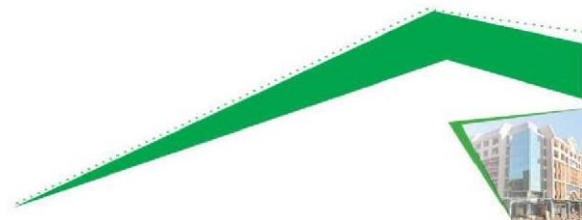
CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

(Proof of authority must be submitted e.g. company resolution)

DATE:

.....



Compulsory Enterprise Questionnaire

A

Compulsory Enterprise questionnaire

The following particulars must be furnished. In the case of a joint venture, separate enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number Tax
reference number

Section 6: The attached SBD 4 must be completed for each tender and be attached as a tender requirement.

Section 7: The attached SBD 6.1 must be completed for each tender and be attached as a requirement.

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the enterprise:

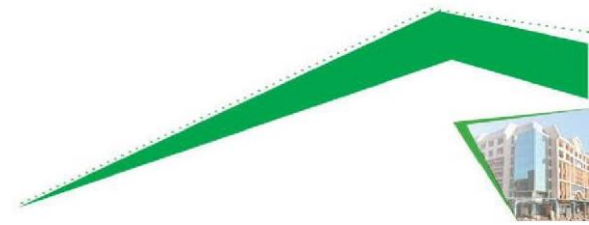
- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004; iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**

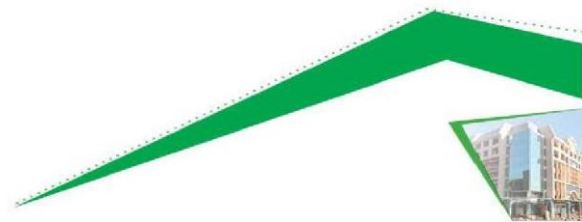
- 2.3.1 If so, furnish particulars

.....
.....

3 DECLARATION

I, the undersigned, (name).....

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



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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

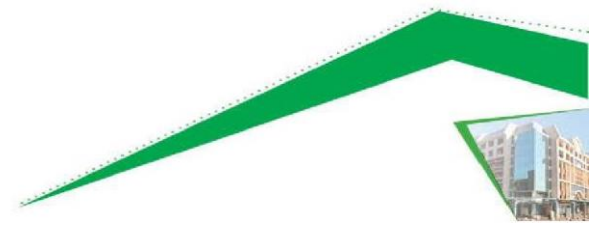
.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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



SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

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

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender)

- The applicable preference point system for this tender is the 80/20 preference point system.
- The lowest / ~~highest~~ acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state**

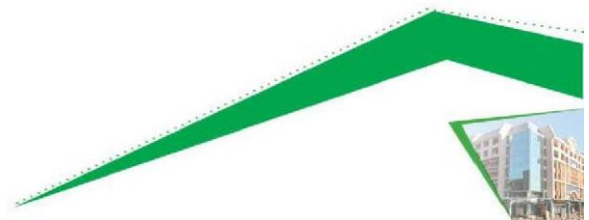
The maximum points for this bid are allocated as follows:

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

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

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

2. DEFINITIONS



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

3. FORMULA FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 80/20 PREFERENCE POINT SYSTEMS

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

80/20

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

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmin	=	Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

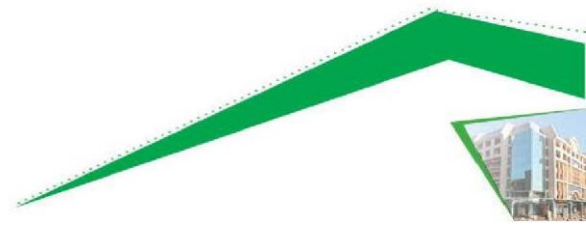
A maximum of 80 points is allocated for price on the following basis:

80/20

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

Where

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



4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear the 80/20 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of

- (a) an invitation for tender for income-generating contracts, that the 80/20 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that the 80/20 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

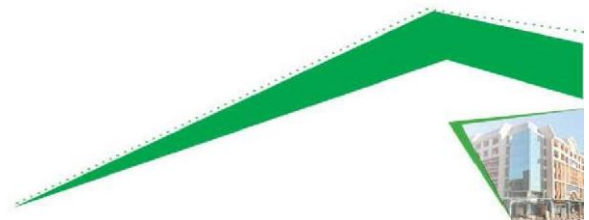
then the organ of state must indicate the points allocated for specific goals for the and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individual:-		
(a) 100% black ownership	6	
(b) 51% to 99% black ownership	3	
(c) Less than 51% black ownership	0	
Black women ownership:-		
(a) 100% black women ownership	6	
(b) 30% to 99% black women ownership	3	
(c) Less than 30% black women ownership	0	
Black youth ownership:-		
(a) 100% black youth ownership	4	
(b) 30% to 99% black youth ownership	2	



(c) Less than 30% black youth ownership	0	
People with disability:		
(a) 20% or more disabled people ownership	2	
(b) Less than 20% disabled people ownership	0	
Locality:-		
Companies within the Eastern Cape	2	
Companies outside Eastern Cape	0	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm.....

4.4 Company registration number.....

4.5 TYPE OF COMPANY/ FIRM

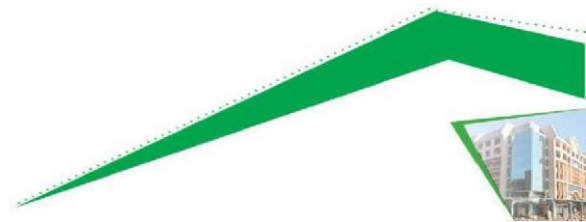
- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct; ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;



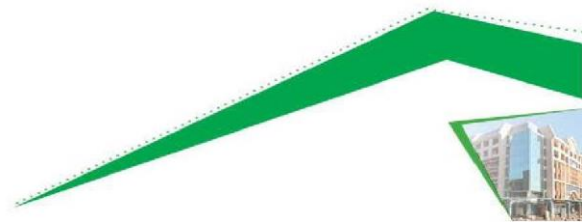
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor,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

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

SURNAME & NAME:

.....
DATE:

ADDRESS:



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This declaration forms part of all bids invited with local content and it serves as a declaration form for local content (local production and local content are used interchangeably).

1. A bidder will not be awarded points for Specific goals allocated for Local Content if this Declaration Certificate is not completed, signed and submitted as part of the bid documentation;
2. 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

IN RESPECT OF BID NO.: SCMU5-24/25-0002 ORR: APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA

ISSUED BY: (Procurement Authority / Name of Institution): **EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE**

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

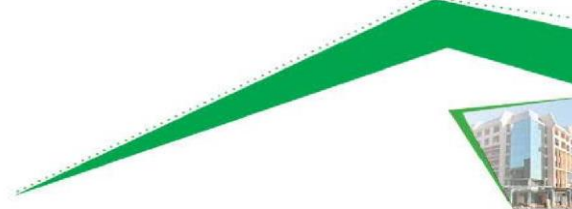
- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

Bid price, excluding VAT	R
Imported content	R
Stipulated minimum threshold for local content	
Local content %	

- (c) 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.
- (d) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application.

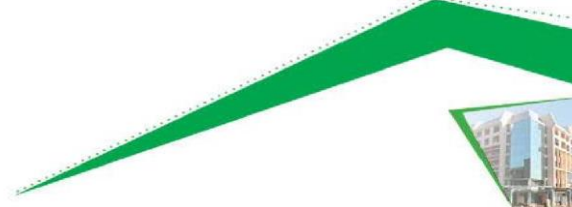
SIGNATURE: _____

DATE: _____



Local Content – Declaration Summary Schedule

Page No.	Item No.	Description of Services/Works/Goods	Unit of measure	Quantity	Stipulated Minimum Threshold	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value (R)	Local value (R)	Local content % (per item)
				C1	C2	C3	C4	C5 (C3-C4=C5)	C6 (C1 x C4 = C6)	C7 (C1 x C3= C7)	C8
		CONCRETE									
		20MPa	m ³	1	100%						
		25Mpa	m ³	28	100%						
		REINFORCEMENT									
		Mild Steel									
		10mm Bars	Tonne	1	100%						
		High Tensile Steel									
		10mm Bars	Tonne	1	100%						
		12mm Bars	Tonne	1	100%						
		Brick Reinforcing									
		155mm Wide	m	186	100%						
		ROOF COVERINGS AND FLASHINGS									



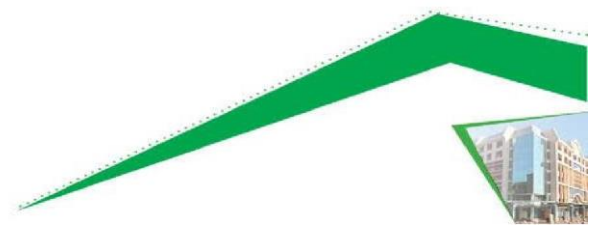
		0.6mm thick brown “chromadek” or similar approved roof sheeting to be fixed onto 75 x 50mm SA pine purlins by self-tapping screws with roof flashing and all necessary waterproofing items.									
		Roof Sheeting	m ²	16	100%						
		Flashings	m	3	100%						

		<u>FENCING AND GATES</u>									
		Single gate size 813 x 2032mm high.	No	1	100%						
		Double gate size 1981 x 2070mm high	No	1	100%						

BID PRICE EXC VAT (R)						
TOTAL IMPORTED CONTENT VALUE (R)						
TOTAL LOCAL CONTENT VALUE (R)						

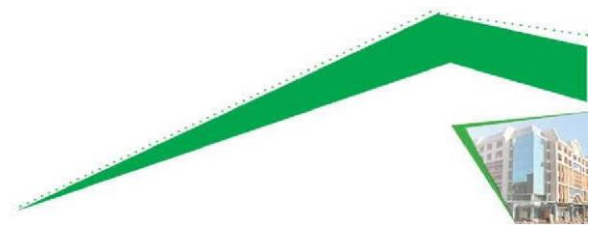
Signature of
bidder_____

Date_____

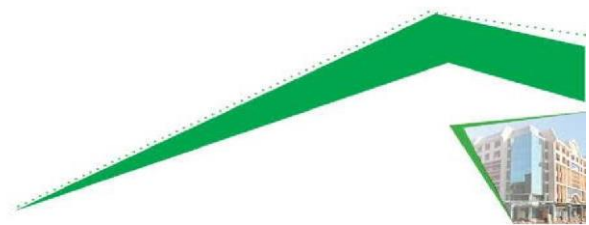


PROOF OF REGISTRATION ON THE NATIONAL TREASURY CENTRAL SUPPLIER DATABASE

(IF APPLICABLE, ATTACH HERE)



VALID COPY CIDB CERTIFICATE
(ATTACH HERE)



PROTECTION OF PERSONAL INFORMATION: CONSENT (POPIA)

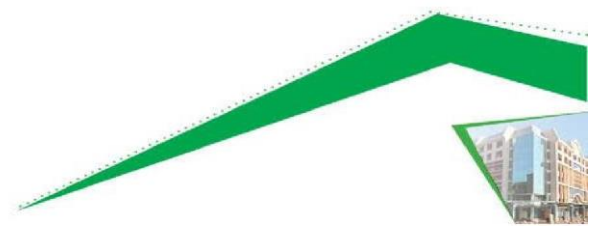
The introduction of The Protection of Personal Information Act (POPIA) ensures the regulation of personal information through its entire life cycle of collection, transfer, storing and deletion. As part of its business activities, the Department of Public Works and Infrastructure obtains and requires access to personal data from a wide range of internal and external parties, including without limitation bidders who respond to requests for proposals that are published by the Department of Public Works and Infrastructure from time to time. The Department of Public Works and Infrastructure confirms that it shall process the information disclosed by Bidders for the purpose of evaluating and subsequently awarding/appointing a successful Bidder.

The Department of Public Works and Infrastructure hereby states that it does not and will never modify, amend, or alter any personal information submitted to it by a Bidder. Not unless directed to do so by an order of court, the Department of Public Works and Infrastructure does not disclose or permit the disclosure of any personal information to any Third Party without the prior written consent of the owner of the information.

Similarly, Bidders will from time-to-time access and be seized with information of a personal nature pertaining to the Department of Public Works and Infrastructure. Some of the information may because of legislative compliances be available in the public domain, whilst some is uniquely provided to bidders in pursuit of procurement or other business-related activities. In this regard, the Department of Public Works and Infrastructure requires that Bidders which receive or have access to its personal information, process any such information in a manner compliant with the requirements of the POPIA.

AGREEMENT

1. The Department of Public Works and Infrastructure and the Bidder (the Parties) agree and undertake that upon obtaining and having access to personal information relating to either of them, they shall always ensure that:
 - a) They process the information only for the express purpose for which it was obtained.
 - b) Information is provided only to designated and authorized personnel who require the personal information to carry out the Parties' respective obligations in terms of the Procurement processes.
 - c) They will introduce, and implement all reasonable measures ensure the protection of all personal information from unauthorized access and/or use.
 - d) They have taken appropriate measures to safeguard the security, integrity, and authenticity of all personal information in its possession or under its control.
 - e) The Parties agree that if personal information will be processed for any other purpose other than the one for which the accessing of the information was intended, explicit written consent will be obtained prior to the execution of such reason.
 - f) The Parties shall carry out regular assessments to identify all reasonably foreseeable internal and external risks to the interception of personal information in its possession or under its control and shall implement and maintain appropriate controls in mitigation of such risks.
2. The Parties agree that they will promptly return or destroy any personal data in their possession or control which belongs to the other Party once it no longer serves the purpose for which it was collected, subject to any legal retention requirements. The information will be destroyed in such a manner that it cannot be reconstructed to its original form, linking it to any individual or organization.
3. Bidder's Obligations



- a) The Bidder is required to notify the Information Officer of Department of Public Works and Infrastructure, in writing as soon as possible after it becomes aware of or suspects any loss, unauthorized access or unlawful use of any of the Department of Public Works and Infrastructure's personal information.
- b) The Bidder shall, at its own cost, promptly and without delay take all necessary steps to mitigate the extent of the loss or compromise of personal data.
- c) The Bidder shall be required to provide the Department of Public Works and Infrastructure with details of the persons affected by the compromise and the nature and extent of the compromise, including details of the identity (if known) of the unauthorized person who may have accessed or acquired the personal data.
- d) The Bidder undertakes to cooperate with any investigation relating to security breach which is carried out by or on behalf of Department of Public Works and Infrastructure.

On behalf of the Bidder:

.....
Signature

.....
Date

.....
Position

.....
Name of the Bidder

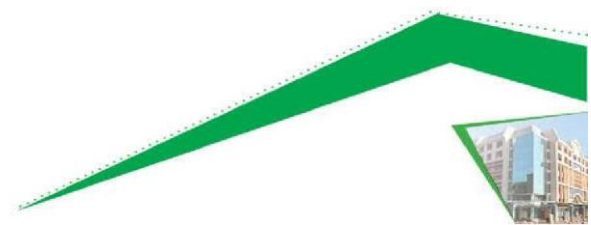
On behalf of the Client:

.....
Signature

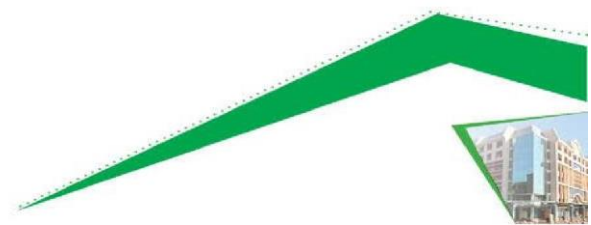
.....
Date

.....
Position

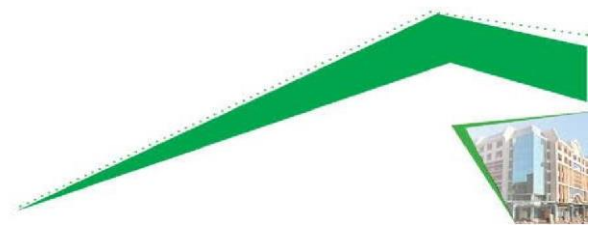
.....
Name of Client Representative



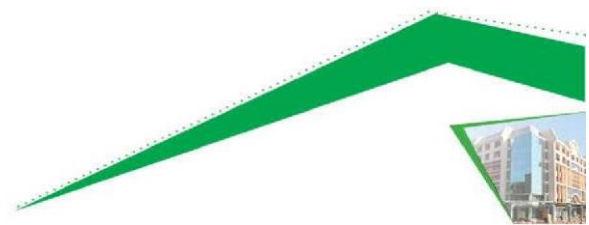
THE CONTRACT



PART C1 AGREEMENTS AND CONTRACT DATA



PART C1.1: FORM OF OFFER AND ACCEPTANCE



AnnexC

(normative)

FORM OF OFFER AND ACCEPTANCE

Project title	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA
SCMU number	SCMU5-24/25-0002 ORR

OFFER

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

.....
The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the 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

..... Rand (in words);

R(in figures) (or other suitable wording)

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

.....
Name

.....
Capacity

..... for
the tenderer

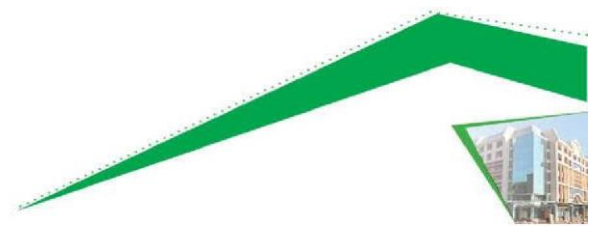
.....
(Name and address of organization)

Name and signature

of witness Date

ACCEPTANCE

By signing this part of this 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 conditions of contract identified in the contract data. Acceptance of the tenderer's



offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement. The terms of the contract, are contained in:

Part C1 Agreements and contract data, (which includes this agreement) Part C2 Pricing Data Part C3 Scope of work.

Part C4 Site information and drawings and documents or parts thereof, which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the returnable 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 form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within 3 weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.¹

Signature

.....

Name

.....

Capacity

.....

for the Employer

.....

(Name and address of organization)

Name and signature of witness.....

Date

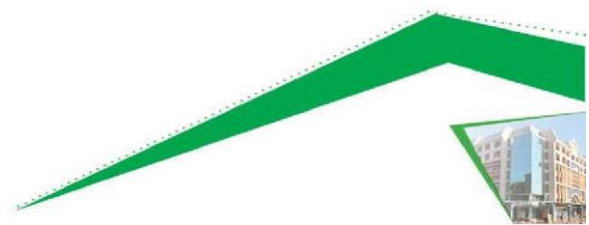
Schedule of Deviations

1 Subject _____
Details _____

—

2 Subject _____
Details _____

3 Subject _____
Details _____



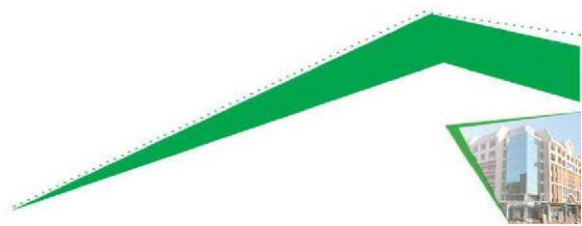
4 Subject _____
Details _____

By the duly authorized representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes 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/ quotation 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.

¹As an alternative, the following wording may be used:

Notwithstanding anything contained herein, this agreement comes into effect two working days after the submission by the employer of one fully completed original copy of this document including the schedule of deviations (if any), to a courier-to-counter delivery / counter-to-counter delivery / door-to counter delivery /door-to-door delivery /courier service (delete that which is not applicable), provided that the employer notifies the tenderer of the tracking number within 24 hours of such submission. Unless the tenderer (now contractor) within seven working days of the date of such submission notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties



A

RECORD OF ADDENDA TO BID DOCUMENTS

PROJECT TITLE		APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA	
SCMU NUMBER		SCMU5-24/25-0002 ORR	
I / We confirm that the following communications received from the Department of Public Works before the submission of this tender offer, amending the tender documents, have been taken into account in this bid offer: (Attach additional pages if more space is required)			
Item	Date	Title or Details	No. of Pages
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			

Attach additional pages if more space is required.

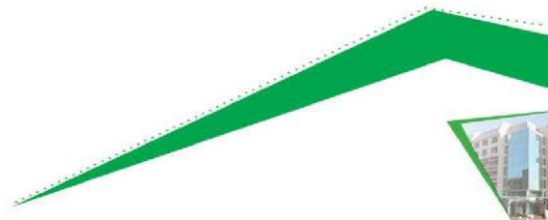
Signed

Date

Name

Position

Tenderer



B

PROPOSED AMENDMENTS AND QUALIFICATIONS

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

PROJECT TITLE	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA
SCMU NUMBER	SCMU5-24/25-0002 ORR

Page	Clause /Item	Proposal

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct

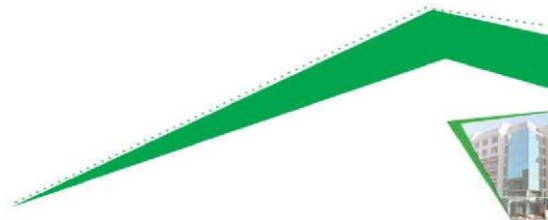
Signed

Date

Name

Position

Enterprise name



C

RESOLUTION FOR SIGNATORY

A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form or on company letter head.

An example is given below:

“By resolution of the board of directors passed at a meeting held on _____

Mr/Ms _____, whose signature appears below, has been duly authorised to

sign all documents in connection with the tender for Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

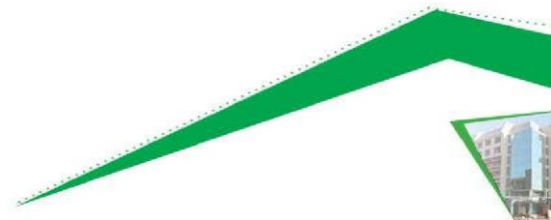
IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

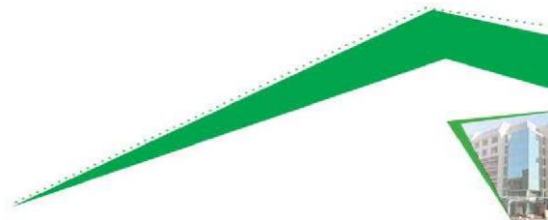
WITNESSES:

DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	



DIRECTOR (NAMES)		SIGNATURE	
DIRECTOR (NAMES)		SIGNATURE	

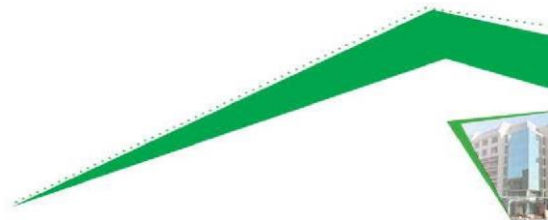
If you cannot complete this form, attach a separate sheet (in a company letter head, project specific and signed by all directors):



D

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This Returnable Schedule is to be completed by joint ventures.		
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 offer and any contract resulting from it on our behalf.		
PROJECT TITLE	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA	
SCMU NUMBER	SCMU5-24/25-0002 ORR	
NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....
..... .		Signature. Name Designation.....

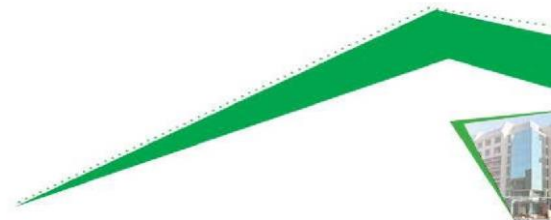


E

SCHEDULE OF PROPOSED SUBCONTRACTORS

PROJECT TITLE	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA
SCMU NUMBER	SCMU5-24/25-0002 ORR
We notify you that it is our intention to employ the following Subcontractors for work in this contract. The Subcontractors will all be CIDB registered and their CIDB Registration number shall be submitted below. This should also be declared on SBD 6.1 form. If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the names of proposed subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. We confirm that all subcontractors who are or to be contracted are registered on Central Supplier Database (CSD).	

No.	Name and address of proposed Subcontractor	Nature and extent of work	Year completed	Value	Contact details
1					
2					



3					
4					
5					
The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct					

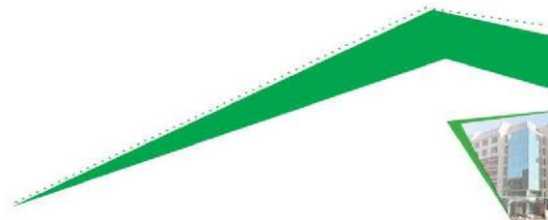
Signed

Date

Name

Position

Enterprise name



E

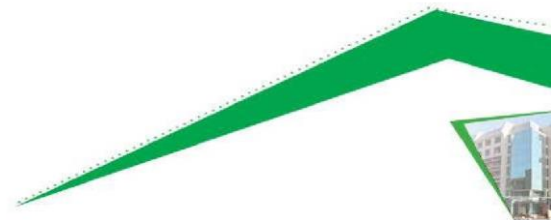
CAPACITY OF THE BIDDER

PROJECT TITLE	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA
SCMU NUMBER	SCMU5-24/25-0002 ORR

WORK CAPACITY: (The Bidder is requested to furnish the following capacity particulars and to attach additional pages if more space is required. Failure to furnish the particulars may result in the Bid being disregarded.)

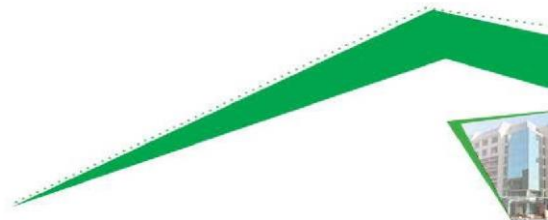
Artisans and Employees: (Artisans and Employees to be, or are ,employed for this project)

Quantity / No. of Resources	Categories of Employee - Key Personnel (part of Business Enterprise)	Professional Registration No.	Date of Employment
	Site Agent		
	Project Manager		
	Foreman		
	Quality Control & Safety Officer-Construction Supervisor		
	Artisans		
	Unskilled employees		
	Others		



The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed:		Date	
Name:		Position	
Enterprise Name:			



G

RELEVANT PROJECT EXPERIENCE – COMPLETED PROJECTS

Tenderers must submit a max one-page description of at least three projects successfully completed.

Attach a Completion Certificate for each of the project provided.

The description of each project must include the following information:

1. Essential introductory information:
 - 1.1. Name of project.
 - 1.2. Name of client.
 - 1.3. Contact details of client.
 - 1.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
 - 1.5. The period during which the project was performed, and also, if this is different, the period during which the tenderer's team members were contracted.
 - 1.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.	NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	DATE COMPLETED
1					
2					
3					

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.

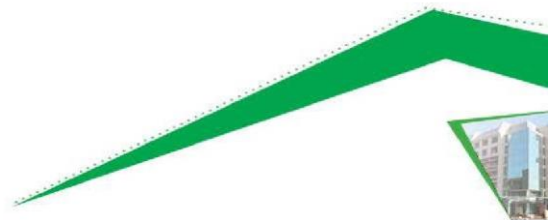
Signed.....

Date.....

Name.....

Position.....

Enterprise name.....



H

RELEVANT PROJECT EXPERIENCE – CURRENT PROJECTS

Tenderers must submit a max one-page description of at least three projects under construction/ on hold/ just handed over/ towards completion (if they exist). **Attach an Appointment letter for each of the project provided.**

The description of each project must include the following information:

2. Essential introductory information:

- 2.1. Name of project.
- 2.2. Name of client.
- 2.3. Contact details of client.
- 2.4. Contact details (including telephone numbers and email addresses) of currently contactable references.
- 2.5. The period during which the project was performed, and if this is different, the period during which the tenderer's team members were contracted.
- 2.6. Cost of works and/or contract value (making it clear in broad terms what this cost/value purchased, and to what extent (if any) this cost/value was part of a larger project budget or programme budget).

NO.		NAME OF PROJECT.	NAME OF CLIENT.	CONTACT DETAILS OF CLIENT.	PROJECT VALUE	STAGE OF PROJECT
1						
2						
3						

Attach a separate page to address this issue (the above table is just for reference purposes).

Signed

Date

.....

Name

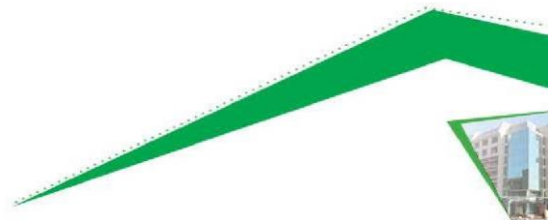
Position

.....

Enterprise name

.....

The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the tenderer are within my personal knowledge and are to the best of my knowledge both true and correct.



!

**OTHER OFFERS SUBMITTED AT TIME OF THIS TENDER FOR WHICH RESULTS ARE PENDING
(if they exist)**

(Any other client's tender must also be included)

BID NO. / PROJECT NUMBER	PROJECT NAME	CLIENT NAME & CONTACT NO.	VALUE TENDERED IN RANDS	DATE SUBMITTED	CONTACT DETAILS (CLIENT)
1					
2					
3					
4					

Signed

Date

.....

Name

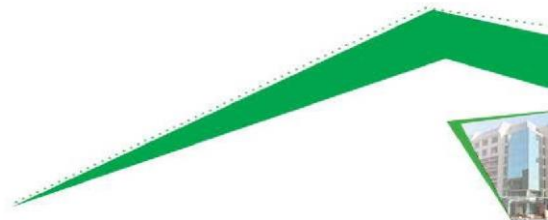
Position

.....

Enterprise name

.....

If there are more projects, attach a separate page to address this issue (the above table is just for reference purposes).



J

SCHEDULE OF TENDERER'S LITIGATION HISTORY

The tenderer shall list below details of any litigation with which the tenderer (including its directors, shareholders or other senior members in previous companies) has been involved with any organ of state or state department within the last ten years. The details must include the year, the litigating parties, the subject matter of the dispute, the value of any award or estimated award if the litigation is current and in whose favour the award, if any, was made.

NO.	NAME OF CLIENT.	OTHER LITIGATING PARTY	BRIEF DETAILS OF DISPUTE	PROJECT VALUE	DATE RESOLVED OR STATUS OF LITIGATION
1					
2					
3					
4					

Signed

Date

.....

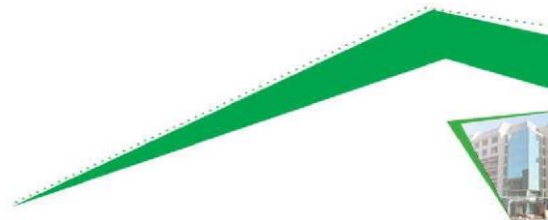
Name

Position

.....

Enterprise name

.....



K

Project Reference Forms – 1

Project title:	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA
Project Number:	SCMU5-24/25-0002 ORR

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

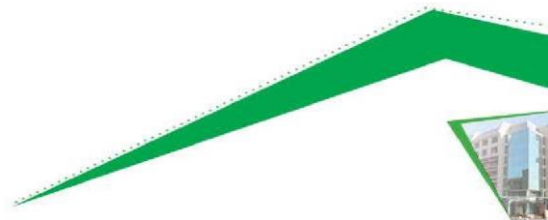
A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:



Cell phone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2024.

Signature of principal agent

COMPANY STAMP

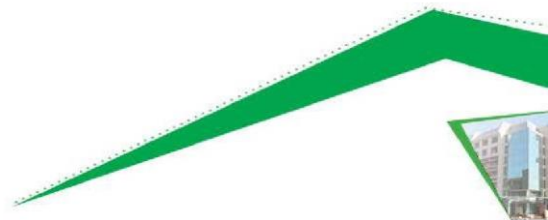
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name
of Tenderer

Signature of Tenderer

Date



Project Reference Forms - 2

Project title:	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA
Project Number:	SCMU5-24/25-0002 ORR

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

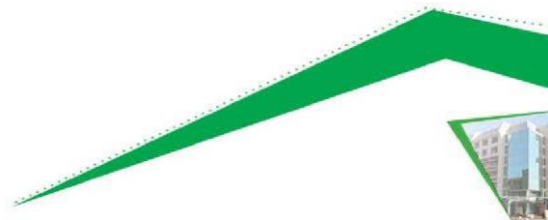
A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:



Cell phone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2024.

Signature of principal agent

COMPANY STAMP

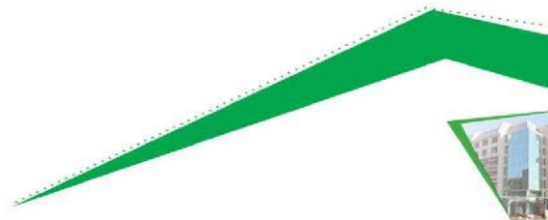
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name
of Tenderer

Signature of Tenderer

Date



Project title:	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA
Project Number:	SCMU5-24/25-0002 ORR

NOTE: This returnable document must be completed by the person who was the Engineer/Project Manager on a project of similar value and complexity that was completed successfully by the tenderer.

I, _____ (name and surname) of _____ (company name) declare

that I was the Project Manager on the following building construction project successfully executed by _____ (name of tenderer):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

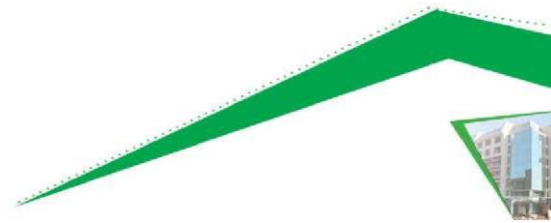
A. Please evaluate the performance of the Tenderer on the abovementioned project, on which you were the principal agent, by inserting "Yes" in the relevant box below:

Key Performance Indicators	Very Poor 1	Poor 2	Fair 3	Good 4	Excellent 5	Total
1. Project performance / time management / programming						
2. Quality of workmanship						
3. Resources: Personnel						
4. Resources: Plant						
5. Financial management / payment of subcontractors / cash flow, etc.						
TOTAL						

B. Would you consider / recommend this tenderer again:

YES	NO

C. Any other comments:



Cell phone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2024.

Signature of principal agent

COMPANY STAMP

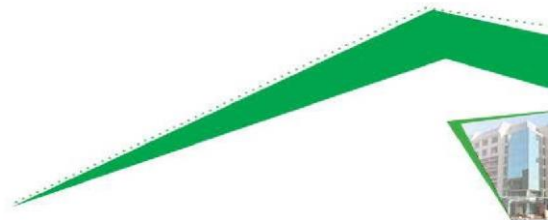
NOTE:

If reference cannot be verified due to the inability to get hold of the referee or failure on his/her part to respond to a written request to do so, that reference will not score any points. It is the responsibility of the tenderer to put referees who are reachable.

Name of Tenderer

Signature of Tenderer

Date



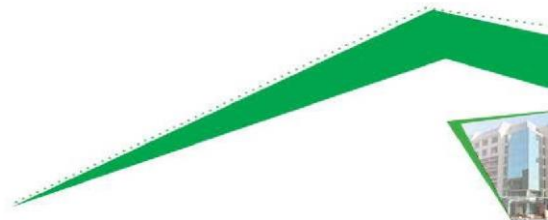
L

BASELINE RISK ASSESSMENT

PROJECT TITLE	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA
SCMU NUMBER	SCMU5-24/25-0002 ORR
<i>PLEASE NOTE THAT THIS IS A BASELINE RISK ASSESSMENT AND NOT A DETAILED RISK ASSESSMENT OF ALL ANTICIPATED ACTIVITIES ON SITE</i>	

Activity	Risk to Safety	Risk to Health	Risk to Environmental	Risk to Public Safety	Control Measures
Brickwork	Physical injury, Fatality				PPE, Use of Scaffolding
Roofing	Physical injury, Fatality				PPE, Use of Scaffolding
Plastering	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Dust inhalation	Use of PPE, guarding off site on work areas
Paintwork	Skin irritation, temporary blindness	Long term breathing problems	Ground contamination	Air pollution	Use of PPE, guarding off site on work areas
Construction activities / demolition	Temporary deafness	Permanent deafness	Noise pollution	Noise pollution	Guarding / barricading of site
Moving machines	Driven over by machines	Injury to workers	Fuel spillage	Driven over by machines	Signage and slow driving

You can list all activities on a separate page to address this issue (the above table is just for reference purposes).



M

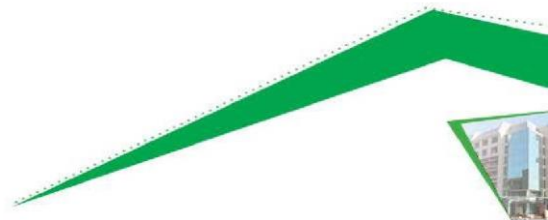
A. EASTERN CAPE INFRASTRUCTURE INPUT MATERIAL

PROJECT NAME	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA
PROJECT DESCRIPTION (SCOPE)	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA
SCMU NUMBER	SCMU5-24/25-0002 ORR
CONTRACTOR NAME:	

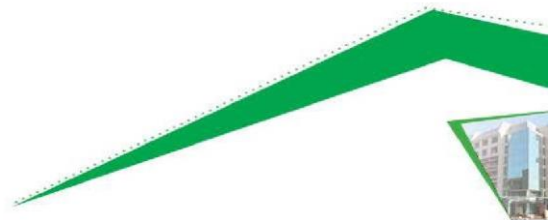
- Below is the list of building material which must be sourced from Eastern Cape based suppliers, manufacturers or accredited agents.
- On monthly basis, the contractor will report the purchasing of any of this material.
- The report will then be communicated to PT & OTP on quarterly basis or in whichever intervals, as prescribed by PT & OTP.

A. BUILDING MATERIAL LISTS– BUILDING RELATED STRUCTURES (NEW, REFURBISHMENTS & RENOVATIONS)

ITEM	BUILDING MATERIAL (TYPE)	ESTIMATE AMOUNT (Rands)
1	Foundations:	
1.1	Concrete	
1.2	Reinforcement	
1.3	Brickwork	
2	Superstructure:	
2.1	Brickwork	
2.2	Brickwork Sundries	
2.3	Lintels (precast concrete)	
2.4	Roof Structure (Steel Structures)	
2.5	Roof Covering (Steel)	
2.6	Rainwater Goods	



2.7	Doors (Timber)	
2.8	Doors Frames (Steel)	
2.9	Aluminium windows	
3	Internal Finishes:	
3.1	Floor Finishes (Tiling and screeds)	
3.2	Tile Skirtings	
3.3	Floor finishes and skirtings (Vinyl and screeds)	
3.4	Internal Plaster	
3.5	Internal Wall Finishes	
3.6	Ceilings	
3.7	Ceiling Finishes (Painting)	
3.8	Cornices	
3.9	Waterproofing products	
4	External Finishes:	
4.1	Bricks (all kinds)	
4.2	External Plaster	
4.3	External Wall Finishes (Painting)	
5	Fittings and Furniture:	
5.1	Ironmongery	



6	Services:	
6.1	Plumbing Pipes	
6.2	Plumbing Fittings	
7	External Works:	
7.1	Paving	
7.3	Fencing	
7.4	Pit Lantrine	
	TOTAL	

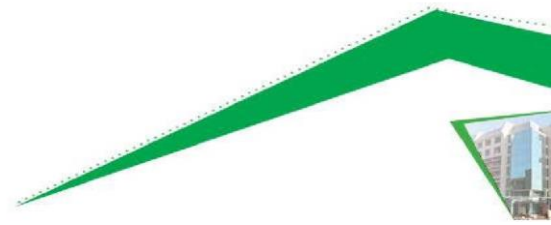
B. CONFIRMATION

1. I.....(**Contractor name**)
acknowledge and confirm the above mentioned material will be sourced in the Eastern Cape Province, from Eastern Cape based material suppliers and manufacturers.
2. I confirm that on monthly basis I will produce a proof of purchase of this material used or to be used, either in the form of delivery notes, tax invoices or any formal document which verifies that the material or goods were sourced from an Eastern Cape based supplier or manufacturer.

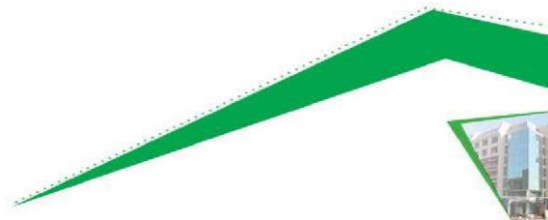
Representative of the Contractor (Name)

Signature

Date



PART C1.2: CONTRACT DATA



The Joint Building Contracts Committee® - NPC

CONTRACT DATA

For use by ORGANS OF STATE and other PUBLIC SECTOR BODIES

Principal Building Agreement

Edition 6.2 - May 2018

A PROJECT INFORMATION

A1.0 Works [1.1]

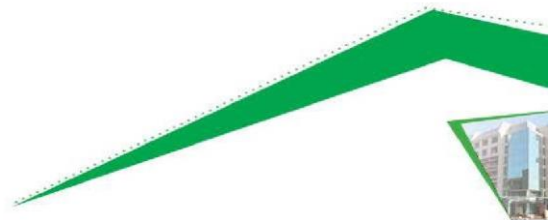
Project name	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA
Reference number	SCMU5-24/25-0002 ORR
Works description	Refer to document C3 – Scope of Work

A2.0 Site [1.1]

Erf / stand number	Refer to document C4 – Site Information
Township / Suburb	Mqhekezweni A/A, Eastern Cape.
Site address	Refer to document C4 – Site Information
Local authority	King Sabatha Dalindyebo Local Municipality, in the OR Tambo District

A3.0 Employer [1.1]

Official Name of Organ of State / Public Sector Body	Eastern Cape Department of Public Works and Infrastructure		
Business registration number	N/A		
VAT/GST number	N/A		
Country	South Africa		
Employer's representative: Name	Ms. Namhla Mbewana		
E-mail	Namhla.Mbewana@ecdpw.gov.za		
Mobile number	071 037 1090	Telephone number	047 531 0017
Postal address	KD Matanzima Building , Cnr Owen & Victoria Street Mthatha		Postal Code 5099



Physical address	KD Matanzima Building , Cnr Owen & Victoria Street Mthatha	Postal Code	5099
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A4.0 Principal Agent [1.1]

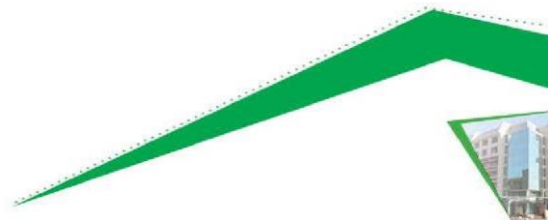
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country	South Africa	E-mail	
Postal address		Postal Code	
Physical address		Postal Code	

A5.0 Agent [1.1]

Discipline	Quantity Surveyor		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above		Contact person	Nombifuthi Magaqa
Practice number		Telephone number	047 531 0017
		Mobile number	082 852 1250
Country	South Africa	E-mail	Nombifuthi.Magaqa@ecdpw.gov.za
Postal address	KD Matanzima Building , Cnr Owen & Victoria Street Mthatha	Postal Code	5099
Physical address	KD Matanzima Building , Cnr Owen & Victoria Street Mthatha	Postal Code	5099

A6.0 Agent [1.1]

Discipline	Architects		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above		Contact person	Sibulele Jayiya
Practice number		Telephone number	047 531 0017
		Mobile number	071 176 7274



Country	South Africa	E-mail	Sibulele.Jayiya@ecdpc.gov.za	
Postal address	KD Matanzima Building, Cnr Owen & Victoria Street Mthatha		Postal Code	5099
Physical address	KD Matanzima Building, Cnr Owen & Victoria Street Mthatha		Postal Code	5099

A7.0 Agent [1.1]

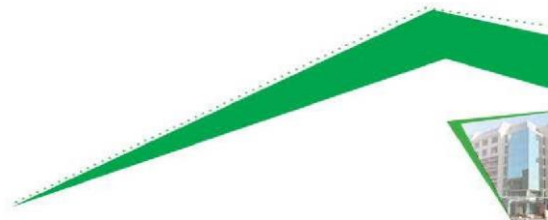
Discipline	Civil / Structural Engineers			
Name	Eastern Cape Department of Public Works and Infrastructure			
Legal entity of above		Contact person	Siwaphiwe Ntunja	
Practice number		Telephone number	047 531 0017	
		Mobile number	078 113 4275	
Country	South Africa	E-mail	Siwaphiwe.Ntunja@ecdpc.gov.za	
Postal address	KD Matanzima Building , Cnr Owen & Victoria Street Mthatha		Postal Code	5099
Physical address	KD Matanzima Building , Cnr Owen & Victoria Street Mthatha		Postal Code	5099

A8.0 Agent [1.1]

Discipline	Electrical Engineers			
Name	Eastern Cape Department of Public Works and Infrastructure			
Legal entity of above		Contact person	Siyabonga Mkwini	
Practice number		Telephone number	047 531 0017	
		Mobile number	066 298 0889	
Country	South Africa	E-mail	Siyabonga.Mkwini@ecdpc.gov.za	
Postal address	KD Matanzima Building , Cnr Owen & Victoria Street Mthatha		Postal Code	5099
Physical address	KD Matanzima Building , Cnr Owen & Victoria Street Mthatha		Postal Code	5099

A9.0 Agent [1.1]

Discipline	OHS Consultant			
Name	Eastern Cape Department of Public Works and Infrastructure			
Legal entity of above		Contact person	Afika Lugabazi	



Practice number		Telephone number	047 531 0017
		Mobile number	082 040 4013
Country	South Africa	E-mail	Afika.lugabazi@ecdpw.gov.za
Postal address	KD Matanzima Building , Cnr Owen & Victoria Street Mthatha	Postal Code	5099
Physical address	KD Matanzima Building , Cnr Owen & Victoria Street Mthatha	Postal Code	5099

A10.0 Agent [1.1]

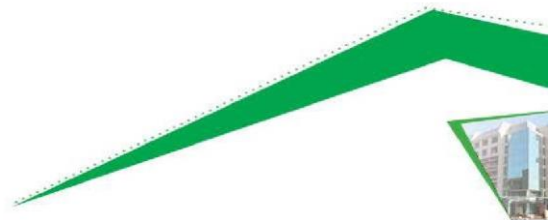
Discipline	Mechanical Engineer		
Name	Eastern Cape Department of Public Works and Infrastructure		
Legal entity of above		Contact person	Luvuyo Ntintso
Practice number		Telephone number	047 531 0017
		Mobile number	
Country	South Africa	E-mail	Luvuyo.Ntintso@ecdpw.gov.za
Postal address	KD Matanzima Building , Cnr Owen & Victoria Street Mthatha	Postal Code	5099
Physical address	KD Matanzima Building, Cnr Owen & Victoria Street Mthatha	Postal Code	5099

A11.0 Agent [1.1]

Discipline			
Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address		Postal Code	
Physical address		Postal Code	

A12.0 Agent [1.1]

Discipline	
------------	--



Name			
Legal entity of above		Contact person	
Practice number		Telephone number	
		Mobile number	
Country		E-mail	
Postal address			Postal Code
Physical address			Postal Code

B CONTRACT INFORMATION

B 1.0 Definitions [1.1]

Bills of quantities: System/Method of measurement	Standard System of Measuring Building Work (Sixth Edition) as amended
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B 2.0 Law, regulations and notices [2.0]

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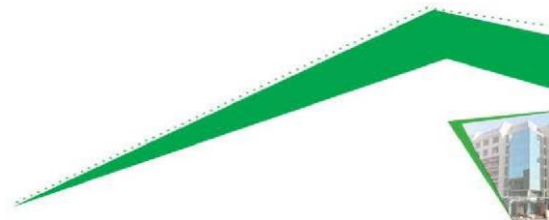
B 3.0 Offer and acceptance [3.0]

Currency applicable to this agreement [3.2]	South African Rand
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B 4.0 Documents [5.0]

The original signed agreement is to be held by the principal agent [5.2], if not, indicate by whom	Employer
Number of copies of construction information issued to the contractor at no cost [5.6]	Three (3)

Documents comprising the agreement	Page numbers
The JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30
The JBCC® Principal Building Agreement - Contract Data for Organs of State and other Public Sector Bodies, Edition 6.2 May 2018	1 to 18
The JBCC® General Preliminaries for use with the JBCC® Principal Building Agreement, Edition 6.2 May 2018	1 to 30



Contract drawings – description	Number	Revision	Date
Site plan	001		11/03/23
Ground Floor plan	100		11/03/23
Roof plan	102		11/03/23
Sections	200		11/03/23

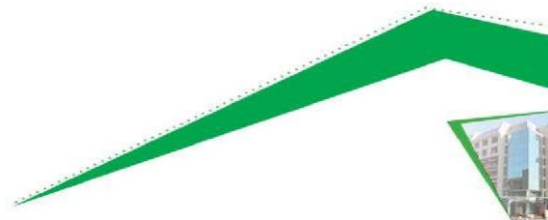
B 5.0 Employer's Agents [6.0]

Authority is delegated to the following **agents** to issue **contract instructions** and perform duties for specific aspects of the **works** [6.2]

Principal Agent

Principal agent's and **agents'** interest or involvement in the **works** other than a professional interest [6.3]

None

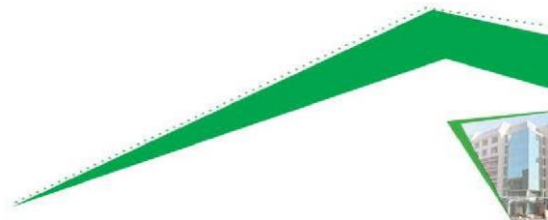


B 6.0 Insurances [10.0]

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

and/or

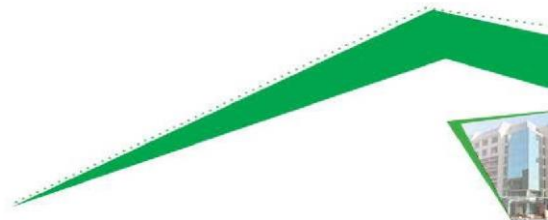
Insurances by Contractor			Amount including tax	Deductible amount including tax
Yes / No:	Yes			
	New works [10.1.1] (contract sum or amount)		N/A	N/A



or	Works with practical completion in sections [10.2] (contract sum or amount)	N/A	N/A
or	Works with alterations and additions [10.3] (reinstatement value of existing structures with or including new works)	To the minimum value of the contract sum + 10%	With a deductible not exceeding 5% of each and every claim
	Direct contractors [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Free issue [10.1.1; 10.2] where applicable, to be included in the contract works insurance	N/A	
	Escalation, professional fees and reinstatement costs if not included above	N/A	
Total of the above contract works insurance amount		To the minimum value of the contract sum + 10%	
Supplementary insurance [10.1.2; 10.2]		R60 million	With a deductible not exceeding 5% of each and every claim
Public liability insurance [10.1.3; 10.2]		R5 million	
Removal of lateral support insurance [10.1.4; 10.2]		No	
Other insurances [10.1.5]			
Yes/ No?	No	If yes, description 1	
Hi Risk Insurance [10.1.5.1]			
Yes/ No?	No	If yes, description 2	

B 7.0 Obligations of the employer [12.1]

Existing premises will be in use and occupied [12.1.2]		Yes / No?	Yes
If yes, description	No		
Restriction of working hours [12.1.2]		Yes / No?	Yes
If yes, description	The completion of the project is urgent and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the Facilities Manager and the Chief Executive of the hospital, in advance		
Natural features and known services to be preserved by the contractor [12.1.3]		Yes / No?	No
If yes, description			
Restrictions to the site or areas that the contractor may not occupy [12.1.4]		Yes / No?	Yes



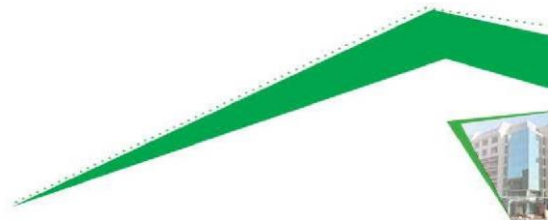
If yes, description	Work areas and restricted areas shall be defined at Site Handover		
Supply of free issue [12.1.10]		Yes / No?	No
If yes, description			

B 8.0 Nominated subcontractors [14.0]

Yes / No?	No	If yes, description of specialisation
Specialisation 1		
Specialisation 2		
Specialisation 3		
Specialisation 4		
Specialisation 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		

B 9.0 Selected subcontractors [15.0]

Yes / No?	Yes	If yes, description of specialisation
Specialisation 1		Electrical installation
Specialisation 2		
Specialisation 3		
Specialization 4		
Specialization 5		
Specialisation 6		
Specialisation 7		
Specialisation 8		
Specialisation 9		



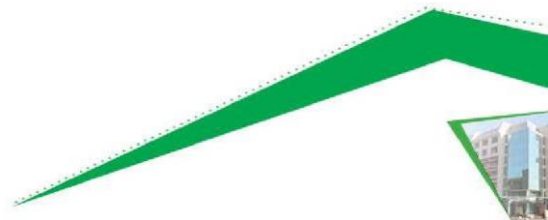
B 10.0 Direct contractors [16.0]

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

B 11.0 Description of sections [20.1]

Section 1	N/A
Section 2	N/A
Section 3	N/A
Section 4	N/A
Section 5	N/A
Section 6	N/A
Section 7	N/A

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

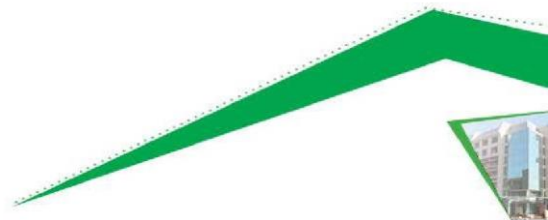


Practical completion for the works as a whole	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
		10 Working days	22 (Calendar) Project as whole	1.25 cents/R100 of Contract amount

or where **sections** are applicable

Practical completion of a section of the works	Intended date of possession of the site Refer B17.0 [12.1.5; 12.2.22]	Period for inspection by the principal agent [19.3]	The date for practical completion shall be the period as indicated below from the date of possession of the site by the contractor [12.2.7; 24.1]	Penalty for late completion [24.1]
		working days	Period in months	Penalty amount per calendar day (excl. tax)
Section 1				
Section 2				
Section 3				
Section 4				
Section 5				
Section 6				
Section 7				
Section 8				
Remainder of the				

Criteria to achieve **practical completion** not covered in the definition of **practical completion**



No further Criteria

B 13.0 Defects liability period [21.0]

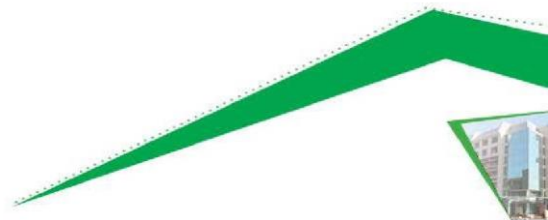
Extended defects liability period: Refer B17.0 [21.13]	Yes / No?	Yes
If yes, description of applicable elements	All works	

B 14.0 Payment [25.0]

Date of month for issue of regular payment certificates [25.2]	30 th		
Contract price adjustment / Cost fluctuations [25.3.4; 26.9.5]	Yes / No?	Yes	Base date = Tender closing date
If yes, method to calculate	CPAP calculated with Haylett formulae based on indices as provided by StatsSA		
Employer shall pay the contractor within: [25.10]	Thirty (30) calendar days		

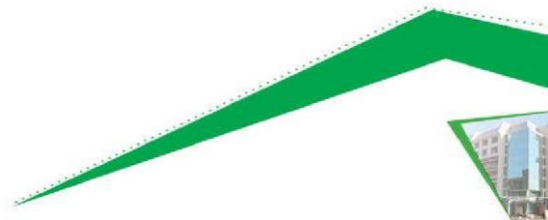
B 15.0 Dispute resolution [30.0]

Adjudication [30.6.1; 30.10] Name of nominating body	Refer to Part C1.3 Dispute Resolution Mechanism	
Applicable rules for adjudication [30.6.2]	Adjudication in accordance with the CIDB adjudication process	
Arbitration [30.7.4; 30.10]	Yes / No?	No
If Yes, name of nominating body		
*If No, then dispute will be referred to litigation		
Applicable rules for arbitration [30.7.5]	N/A	



B 16.0 JBCC® General Preliminaries – selections

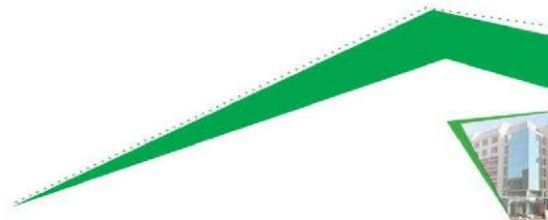
Provisional bills of quantities [B2.2]		Yes / No?	Yes
Availability of construction information – is the construction information complete? [B2.3]		Yes / No?	Yes
Previous work - dimensional accuracy - details of previous contract(s) [B3.1]		N/A	
Previous work - defects - details of previous contract(s) [B3.2]		N/A	
Inspection of adjoining properties - details [B3.3]		N/A	
Handover of site in stages - specific requirements [B4.1]		Refer to B11 (Contract Data)	
Enclosure of the works - specific requirements [B4.2]		Hoarding to working areas.	
Geotechnical and other investigations - specific requirements [B4.3]		N/A	
Existing premises occupied - details [B4.5]		Working Areas will not be occupied	
Services - known - specific requirements [B4.6]		No	
Water [B8.1]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Electricity [B8.2]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
	By employer – metered	Yes / No?	No
Ablution and welfare facilities [B8.3]	By contractor	Yes / No?	Yes
	By employer	Yes / No?	No
Communication facilities - specific requirements [B8.4]		No specific requirements	
Protection of the works - specific requirements [B11.1]		No specific requirements	



Protection / isolation of existing works and works occupied in sections - specific requirements [B11.2]	No specific requirements
Disturbance - specific requirements [B11.5]	No specific requirements
Environmental disturbance - specific requirements [B11.6]	No specific requirements

B 17.0 Changes made to JBCC® documentation

Reference may be made to other documents forming part of this agreement
--



1.1 Definitions

AGREEMENT: The completed Form of Offer and Acceptance, the completed **JBCC®** Principal Building Agreement and **JBCC® contract data for organs of state and other public sector bodies, the contract drawings, the priced document** and any other documents reduced to writing and signed by the authorised representatives of the **parties**

CONSTRUCTION PERIOD: The period commencing on the date of possession of the **site** by the **contractor** and ending on the date of **practical completion**

CONTRACT DATA FOR ORGANS OF STATE AND OTHER PUBLIC SECTOR BODIES: The document listing the Organs of State and other Public Sector Bodies' requirements and the project specific information

INTEREST: The interest rates applicable on this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing to the State, and will be the rate as determined by the Minister of Justice and Constitutional Development from time to time 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999), calculated as simple interest, in respect of debts owing by the State

PRINCIPAL AGENT: The person or entity appointed by the **employer** and named in the **contract data for organs of state and other public sector bodies**. In the event of a principal agent not being appointed, then all the duties and obligations of a **principal agent** as detailed in the **agreement** shall be fulfilled by the employer's representative as named in the **contract data for organs of state and other public sector bodies**

3.0 Offer and Acceptance

Amend 3.3 to read as follows:

This **agreement** shall come into force on the date as stated on the Form of Offer and Acceptance and continue to be of force and effect until the end of the **latent defects** liability period [22.0] notwithstanding termination [29.0] or the certification of **final completion** [21.0] and final payment [25.0]

6.0 Employer's Agents

Add the following as 6.7:

In terms of the clauses listed hereunder, the **employer** has retained its authority and has not given a mandate to the **principal agent**. The **employer** shall sign all documents in relation to clauses 4.2, 14.1.2, 14.1.4, 14.4.1, 14.6, 23.1, 23.2, 23.3, 23.7, 23.8, 26.1, 26.7, 26.12 and 28.4

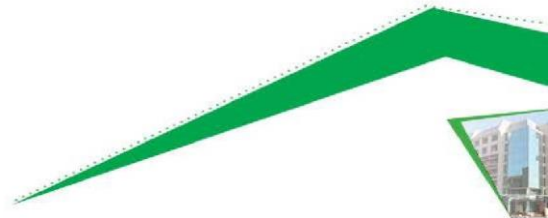
9.0 Indemnities

9.2.7: Add the following to the end of the first sentence: ".... due to no fault of the **contractor**"

10.0 Insurances

Add the following as 10.1.5.1:

Hi risk Insurance



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

10.1.5.1.1 Damage to **the works**

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

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

10.1.5.1.2 Injury to persons or loss of or damage to property

The **contractor** shall be liable for and hereby indemnifies and holds harmless the **employer** against any liability, loss, claim or proceeding arising at any time during the period of the contract whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever resulting from, arising out of or caused by a catastrophic ground movement as mentioned above

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

10.1.5.1.3

It is the responsibility of the **contractor** to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.1.5.1.1 and 10.1.5.1.2. Without limiting the **contractor's** obligations in terms of the contract, the **contractor** shall, within twenty-one (21) **calendar days** of the date of possession of the site, but before commencement of the **works**, submit to the **employer** proof of such insurance policy, if requested to do so

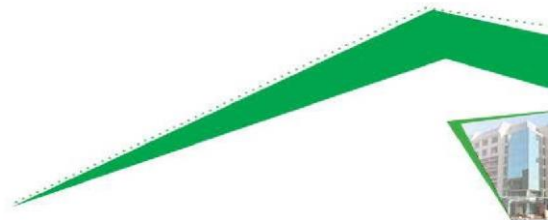
10.1.5.1.4

The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred consequent upon the **contractor's** default of his obligations as set out in 10.1.5.1.1; 10.1.5.1.2 and 10.1.5.1.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole

11.0 Securities

Amend 11.10 to read as follows:

There shall be no lien or right of retention held by any **contractor** in respect of the works executed on **site**



12.0 Obligations of the Parties

Amend 12.1.5 to read as follows:

Give possession of the **site** to the **contractor** within ten (10) **working days** of the contractor complying with the terms of 12.2.22

12.2.2: Not applicable

Add the following as 12.2.22:

Within fifteen (15) **working days** of the date of the **agreement** submit to the **principal agent** an acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993)

19.0 Practical Completion

19.5: Delete the words “subject to the **contractor’s** lien or right of continuing possession of the **works** where this has not been waived”

21.0 Defects Liability Period and Final Completion

Add the following as 21.13:

The ninety (90) **calendar days** defects liability period for the **works** [21.1] is replaced with a period of three hundred and sixty-five (365) **calendar days** in respect of the listed applicable elements

25.0 Payment

25.7.5: Not applicable

25.10: Delete the words “and/or **compensatory interest**”

25.14.2: Not applicable

27.0 Recovery of Expense and/or Loss

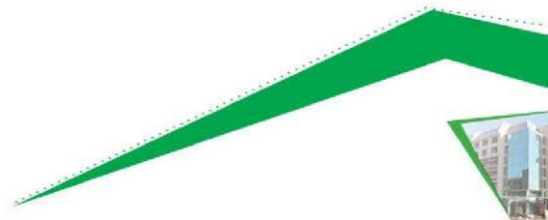
27.1.5: Not applicable

29.0 Termination

Add the following after 29.1.3: or where ...

29.1.4: The **contractor’s** estate has been sequestrated, liquidated or surrendered in terms of the insolvency laws in force within the Republic of South Africa

29.1.5: The **contractor** has engaged in corrupt or fraudulent practices in competing for or in executing the contract



C TENDERER'S SELECTIONS

C 1.0 Security [11.0]

Guarantee for construction: Select Option A or B		Option:	
Option A	Payment reduction of 10% of the value certified in the payment certificate		
Option B	Fixed construction guarantee of 5% of the contract sum and a payment reduction of 5% of the value certified in the payment certificate		
Guarantee for payment by employer [11.5.1; 11.10]		Not Applicable	
Advance payment, subject to a guarantee for advance payment [11.2.2; 11.3]		Not Applicable	

C 2.0 Contractor's annual holiday periods during the construction period

Year 1 contractor's annual holiday period	start date		end date	
Year 2 contractor's annual holiday period	start date		end date	
Year 3 contractor's annual holiday period	start date		end date	

C 3.0 Payment of preliminaries [25.0]

Contractor's selection: Select Option A or B	Option:	
Where the contractor does not select an option, Option A shall apply		

Payment methods

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

Lump sum contract

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



C 4.0 Adjustment of preliminaries [26.9.4]

Contractor's selection: Select Option A or B

Option:

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

Provision of particulars

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

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

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

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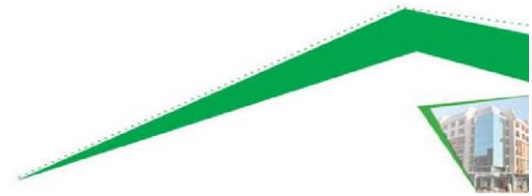
Option B	The adjustment of preliminaries shall be based on the number of calendar days extension to the date of practical completion to which the contractor is entitled with an adjustment of the contract value [23.2; 23.3] as compared to the number of calendar days in the initial construction period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

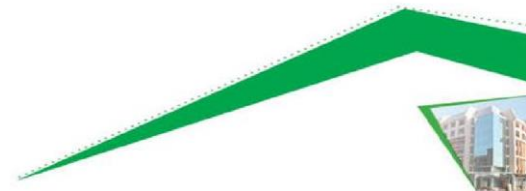
Option A	Where the allocation of preliminaries amounts for Option A is not provided, the following allocation of preliminaries amounts shall apply: Fixed - Ten per cent (10%) Value-related - Fifteen per cent (15%) Time-related - Seventy-five per cent (75%) Where the apportionment of the preliminaries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

Lump sum contract

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



PART C1.3: DISPUTE RESOLUTION MECHANISM



C1.3 CIDB ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:
 (name of company / organization) of
 (address) and
 (name of company / organization) 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 CIDB Adjudication Procedure, (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 Procedure.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
- 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.

Name:
 who warrants that he / she is
 duly authorized to sign for and
 on behalf of the first Party in
 the presence of

Name:
 who warrants that he / she is
 duly authorized to sign for and
 on behalf of the second Party in
 the presence of

Name:
 the Adjudicator in the presence
 of



Witness: _____

Witness: _____

Witness: _____

Name: _____

Name: _____

Name: _____

Address: _____

Address: _____

Address: _____

SIGNED by: _____

SIGNED by: _____

SIGNED by: _____

Date: _____

Date: _____

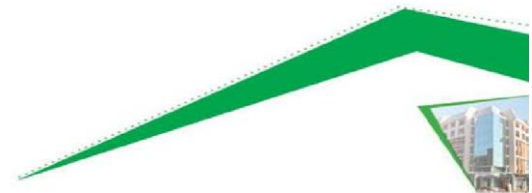
Date: _____



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	but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. € Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. € Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R This fee shall become payable in equal amounts by each Party within 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 in 30 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



PART C2 PRICING DATA



PART C2.1: PRICING INSTRUCTIONS



C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
 - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Civil Engineering Works.
 - b) Mechanical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Mechanical Engineering Works.
 - c) Electrical work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardised Specifications for Electrical Engineering Works.
- 2 The agreement is based on the JBCC Edition 6.2 of 2018, prepared by the Joint Building Contracts Committee, 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 Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the [preliminaries for the use of JBCC Edition 6.2– May 2018](#). Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the 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 tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards).
- 5 The drawings listed in the Scope of Works used for the setting up of these 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 The bills of quantities forms part of and must be read and priced in conjunction with all the other documents forming part of the contract document, The Standard Conditions of Tender, Conditions of Contract, Specifications, Drawings, The document “Construction Works: Specifications:

General	Specification	(PW371-A)
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Edition



2.0" is obtainable on the Department's website (<http://www.publicworks.gov.za/> under "Consultants Guidelines"), and shall be read in conjunction with the **bills of quantities** / lump sum document and be referred to for the full descriptions of work to be done and materials to be used. The document "Construction Works: Specifications: Particular Specification (PW371-B) Edition 2.0" is issued together with the drawings and shall be read in conjunction with the drawings and the **bills of quantities** / lump sum document.

- 8 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
- 9 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 Bills of Quantities
- 10 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor's risk.
- 11 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.
- 12 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 11 but taking into account the revised period for completing the works.
- 13 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).
- 14 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 13 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



- 15 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.
- 16 The tender price must include Value Added Tax (VAT). All rates, provisional sums, etc. in the bills of quantities must however be net (exclusive of VAT) with VAT calculated and added to the Total Value thereof in the Final Summary.
17. The Contractor shall adhere to “The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)”, and yearly pronounced increases for duration of contract. (Currently R 27.58 for each ordinary hour worked).



OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION



OCCUPATIONAL HEALTH, SAFETY & ENVIRONMENTAL SPECIFICATION

PROJECT: APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCI, MTHATHA

Prepared by: Office No. 407 KD. Matanzima Building Mthatha 5099 Tel: 047 531 0017 Email:	PRINCIPAL CONTRACTOR:	
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General Notification

This document forms an integral part of the Contract Specification and, in particular, shall constitute the Client's Occupational Health, Safety & Environmental (SHE) Specification, as required by the Construction Regulations, 2014, as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993). The Specification shall furthermore be applied for the management of Mandatories performing activities for or on behalf of Department of Public Works and Infrastructure, irrespective whether the contract work constitutes construction work or not.



ABBREVIATIONS

Abbreviation	Description
CR	Construction Regulations
COID	Compensation for Occupational Injuries and Diseases
DoL	Department of Labour
GAR	General Administrative Regulations
GMR	General Machinery Regulations
GSR	General Safety Regulations
HCS	Hazardous Chemical Substances
HIRA	Hazard Identification and Risk Assessment
MSDS	Material Safety Data Sheet
OHS	Occupational Health and Safety
PPE	Personal Protective Equipment
PER	Pressure Equipment Regulations
SANS	South African National Standards
SHE	Safety, Health & Environment
DPWI	Department of Public Works and Infrastructure

DEFINITIONS

Word/Phrase	Definition
WCL 1”, “WCL 2” and “WCL 22”	Means the prescribed forms for reporting of incidents and occupational diseases referred to in the Compensation for Occupational Injuries and Diseases Act.
Competent Person	A person who has in respect of the work or task to be performed the required knowledge, training, experience and, where applicable, qualifications specific to that work or task: provided that where appropriate, qualifications and training are registered in terms of the provisions of the National Qualification Framework Act, (Act 67 of 2000).
Construction work	Any work in connection with: a) The construction, erection, alteration, renovation, repair, demolition or dismantling of or addition to a building or any similar structure b) 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 the moving of earth, clearing of land, the making of an excavation, piling, or any similar type of work
Contractor (inclusive of Principal Contractor)	Any organization, person, entity performing activities for or on behalf of DPWI
Corrective Action	Action to eliminate the cause of a detected nonconformity or other undesirable situation.
Employee	Any person who is employed by or works for an employer and who receives or is entitled to receive any remuneration or who works under the direction or supervision of an employer or any other person.
Employer	Any person who employs or provides work for any person and remunerates that person or expressly or tacitly undertakes to remunerate him, but excludes a labour broker as defined in section I (1) of the Labour Relations Act, 1956 (Act No. 28 of 1956).



Hazard	Means a source of or exposure to danger.
Hazard identification	The identification and documenting of existing or expected hazards to the health and safety of persons, which are normally associated with the type of construction work being executed or to be executed.
Incident	Means an incident as contemplated in section 24 (1) of the OHS Act 85 of 1993.
Machinery	means any article or combination of articles assembled, arranged or connected and which is used or intended to be used for converting any form of energy to performing work, or which is used or intended to be used, whether incidental thereto or not, for developing, receiving, storing, containing, confining, transforming, transmitting, transferring or controlling any form of energy.
Mandatory	Includes an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or a user.
Medical surveillance	Means a planned programme or periodic examination (which may include clinical examinations, biological monitoring or medical tests) of employees by an occupational health practitioner or, in prescribed cases, by an occupational medicine practitioner.
Method Statement	A document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment.
Principal Contractor	Any employer who performs work and is appointed by the Client to be in overall control and management of the contract work (inclusive of Mandatories).
SHE File	A file or other record in permanent form, containing the information required as contemplated in the S.H.E Specification Document and legal requirements applicable to work activities.
SHE Plan	A documented plan which seeks to address all hazards identified means and ways to control and eliminate such to ensure compliance to the S.H.E Specification.

1. INTRODUCTION

In terms of Section 37 of the Occupational Health and Safety Act (Act no. 85 of 1993), Cooperative Governance and Traditional Affairs is required to control persons/organizations conducting activities for or on their behalf (Mandatories) and the Construction Regulations promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993), is requiring DPWI to compile an occupational health and safety specification for any intended project classified as construction work and to provide the specification to prospective tenderers/Mandatories.

The dual objective of this specification is to ensure that the Mandatories and Principal Contractors (herein after called Principal Contractor (including Mandatories)) entering into a contractual agreement/relationship with Department of public works archives and maintains an acceptable level of occupational health, safety and environmental performance whilst conducting activities to perform the contract work.

Compliance with this SHE specification does not absolve the Principal Contractor from complying with any other applicable minimum legal requirement and the Principal Contractor remains responsible for the sustainable integrity of the environment and the health and safety of its employees, mandatories as well as any persons affected by activities conducted for or on behalf of Department of Health.



1.1. DPWI's commitment to Occupational Health, Safety & Environmental (SHE) Management

Department of Public Works and Infrastructure is committed to responsible occupational health, safety and environmental management. This commitment is essential to protect the environment, employees, Mandatories, visitors and provide a work environment conducive to health and safety. Principal Contractors and their Contractors shall demonstrate their commitment and concern by:

- Ensuring that decisions and practices affecting occupational health, safety and environmental performance are consistent with the issued SHE specification;
- Ensuring adequate resources are made available for the effective implementation of occupational health, safety and environmental control and mitigation measures;
- Participating in hazard identification and risk assessments and design safety reviews;
- Communicating occupational health, safety and environmental management processes, strategies and control measures with all levels of employees, contractor and/or visitors;
- Promoting and enforcing the use of correct types of Personal Protective Equipment (PPE);
- Reporting and investigation of incidents and accidents and ensuring actions are identified and implemented to prevent similar types of incidents reoccurring;
- Participating in Client audits and meetings and ensuring required actions are implemented within reasonable time frames on the site/project;
- Recognizing and commending safe work practices and coaching employees who require guidance;
- Applying and enforcing consequence management from deviations and transgressions of/from compliance to this SHE Specification noted and/or observed, where applicable;
- Carrying out safety observations, implement corrective and preventative actions and giving immediate feedback;
- Encouraging employee participation in the formulation of work instructions and safety rules.

1.2. Scope of Occupational Health, Safety and Environmental (SHE) Specification

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

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

In particular, will ensure that it shall not appoint any Principal Contractor unless it is reasonably satisfied that the contractor which it intends to appoint has the necessary competencies and resources to carry out the work safely.

1.3. Omissions from SHE Specification

Where any omission from the SHE Specification is identified, applicable legal requirements will constitute the minimum standard for compliance to the relevant omission. The responsibility will be on the Principal Contractor to provide assurance to DPWI on compliance to the applicable legal requirements related to the activity/task/or process.

1.4 OVERVIEW OF CONTRACTOR MANAGEMENT PROCESS



The contractor management process consists of the following phases:

- Tender briefing and tender documentation;
- Competency evaluation of Principal Contractors (integrated into Supply Chain Management processes);
- Appointed contractor to attend SHE system induction;
- Preparation of SHE File by Principal Contractor;
- Evaluation of SHE File;
- Principal Contractor engagement phase;
- Project close-out and submission of consolidated Health & Safety File.

2. SHE DOCUMENTATION

2.1. Safety file

The Principal Contractor will prepare a SHE File containing the processes/procedures and templates to be applied during the project period for the scope of work. The Principal Contractor will be evaluated during the contract period against the submitted SHE File.

2.2. Principal contractor appointment

- The principal contractor will be appointed in terms of Construction Regulations 2014, Reg 5(1) k
- All responsibilities imposed on the contractor by the Regulations will be applicable.
- The duties will include:
 - a) Prepare a site specific SHE file based on client SHE specification and project scope.
 - b) Have an updated Letter of Good standing.
 - c) Ensure the necessary legal appointment letters are compiled and signed by affected parties.
 - d) Ensure SHE file submitted before work commences to DOH for evaluation and approval.
 - e) Must ensure an organizational medical programme for its employees is in place. This must address pre-employment, periodic examination, and exit examinations.
 - f) Ensure all employees undergo medical examination and are declared fit for the job they are employed for by a Medical Practitioner.
 - g) All employees undergo his control undergo company specific induction and DOH induction.
 - h) Ensure before work commences employees are trained on the health and safety risks associated with the work they are conducting.
 - i) Ensure employees are trained on company procedures, policies, method statements and informed of the DPWI SHE requirements as per the specification.
 - j) Ensure legislative requirements are complied with during the duration of the contract and ensure that their employees comply also.
 - k) Sign the 37 (2) Agreement between DPWI and themselves before any work commences and kept on their SHE file.
 - l) Ensure that 37(2) Agreement(s) are signed between themselves and their sub-contractors.
 - m) Ensure that sub-contractors have valid Compensation Commissioner Letter of Good Standing.
 - n) Have a disciplinary procedure to address those found to be transgressing requirements of SHE specification, SHE plan, site rules or any other OHS act and its Regulation requirement.



- o) Prevent any employee or visitor who is under the influence of any alcohol or drugs (in state of intoxication) from being allowed to site.
- p) Ensure the safety of employees who are taking legal medication.
- q) Must hand over a consolidated SHE file at the end of the contract.
- r) Stop his/her employees who are doing unsafe acts or who are creating an unsafe environment.
- s) Investigate all incidents and report to DPWI and ensure all reportable incidents as per the legislative requirement are complied with.
- t) Ensure work is supervised by competent personnel and that work is done by competent employees.
- u) Ensure pre-task risk assessment is done by a competent person and that employees are informed of the pre-task risks and the risk control measures.
- v) Ensure tool box talks are conducted to communicate SHE issues in connection to the work being done and any other aspects.
- w) Ensure that appointed personnel as per the SHE file are executing their duties as per the legal appointment.
- x) Ensure first aid kit is made available in case of any emergency.
- y) Ensure that housekeeping is maintained in good condition and that materials are store/stacked properly in designated areas.
- z) Have sufficient waste receptacles and ensure the correct disposal of the different wastes.
- aa) Proof of hazardous waste disposal to be requested from disposal site and to be kept inside SHE file.
- bb) Take reasonable steps to ensure that each appointed sub-contractor health and safety plan is implemented and maintained on the site and SHE File documentation is up to date.
- cc) Stop any work from being executed which is not in accordance with the client's health and safety specification and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons.
- dd) Must maintain an up to date list of all the sub-contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- ee) Ensure that all his or her employees have a valid medical certificate of fitness.

2.3. Agreement with Mandatory (37.2)

- DPWI will enter into a 37(2) Agreement with all the appointed contractors.
- A copy of the 37(2) Agreement must be kept in the SHE file of the contractor at all times.
- It is the responsibility of the contractor to ensure that there are 37(2) agreements between themselves and all their appointed sub-contractors.

2.4. SHE Plan

- The contractor shall prepare a SHE plan to address and manage all applicable sources of risk that are identified during the execution of the project. The SHE plan shall incorporate the requirements as listed in the SHE specification.
- A copy of the SHE plan shall be submitted together with SHE file for review and approval.
- It is the contractor responsibility to ensure they sub-contractor compiles a SHE plan that in line with the SHE specification requirement of DPWI.

2.5. Legislative Framework



All contractors shall comply with legislation pertaining to this contract, including but not limited to:

- Constitution of the Republic of South Africa
- Occupational Health and Safety Act and its associated Regulations
- National Environmental Management Framework Legislation
- National Road Traffic Act
- Applicable South African National Standards (SANS)
- Compensation of Occupational Injuries and Diseases Act (COID)
- Local by-laws and provincial ordinances

3. SHE Policy

A SHE policy is a statement of intent and a commitment by the organization Chief Executive or Managing Director (OHS Act 16(1) appointee) in relation to requirements applicable to their Safety, Health and Environmental legal obligation, relevant SHE roles and responsibilities, and contractual obligations to the Client.

- The contractor and their sub-contractor companies shall each have a documented SHE Policy authorized by their Chief Executive/Managing Director (OHS Act Section 16 (1) Appointee). The SHE Policy must meet the following minimum requirements;

3. 1. Supervision of Construction Work

- The principal contractor shall ensure that the construction manager and construction health and safety officer are appointed for a single site on a full-time basis.
- DPWI should be informed in writing of the absence of the above-mentioned on site.

3.2. Insurances

- The principal contractor and all his appointed contractors shall be registered with an appropriate compensation commissioner and have available a valid letter of good standing at all times.
- The obligation lies with the contractor to ensure that the Letter of Good Standing remains valid throughout the entire duration of the project.
- A copy of the said letter must be filed in all SHE files and made available during inspections and audits.

3.3. Costing for SHE

The contractor is responsible for ensuring that SHE costing is taken into consideration for the entire project/contract as this will ensure they comply with the SHE legislative requirements.

The Principal Contractor shall:

- Ensure prior to work commencing on the site that every contractor is registered and in good standing with the compensation fund or with a licensed compensation insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act, 1993;
- Appoint each contractor in writing for the part of the project on the construction site;
- Take reasonable steps to ensure that each contractor's health and safety plan is implemented and maintained on the construction site;



- Ensure that the periodic site audits and document verification are conducted at intervals mutually agreed upon between the principal contractor and any contractor, but at least once every 30 days;
- Stop any contractor from executing construction work which is not in accordance with the client's health and safety specifications and the principal contractor's health and safety plan for the site or which poses a threat to the health and safety of persons;
- Include and make available a comprehensive and updated list of all the contractors on site accountable to the principal contractor, the agreements between the parties and the type of work being done; and
- Ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an occupational health practitioner in the form of Annexure 3.

4. Application of Construction Work Permit

The client who intends to do a construction works must apply for the Construction Work Permit, at least 30 days before the commencement of the works to the Provincial Director of the Department of Labour in writing.

The work permit is required where the works will –

- Exceed 365 days;
- The tender value limit is grade 7, 8 or 9 of the CIDB grading.

4.1. ORGANISATIONAL STRUCTURE

- The contractor shall develop and submit together with SHE file an organizational organogram related to the contractor, listing all the levels of responsibility from the Chief Executive down to the supervisor(s) responsible for the project.
- The organogram diagram must list all relevant positions, names of appointees and legal appointments.
- The contractor is responsible for updating the organogram timeously when there are changes to the appointments.
- All appointed sub-contractors are also required to compile their own organograms.

5. COMMITMENT TO SHE MANAGEMENT

- Visible commitment is essential to providing a safe working environment.
- Managers, supervisors and employees at all levels must demonstrate their commitment by being proactively involved in the day to day SHE operations.
- Legislation requires that each employee takes reasonable care of themselves and their fellow workers

6. HAZARD IDENTIFICATION AND RISK ASSESSMENT (HIRA)

Annexure 1: List of possible hazards emanating from projects and activities conducted for or on behalf of DPWI includes an assessment of site specific health and safety hazards and risks and environmental aspects and impacts that have been identified by DPWI as possibly applicable to the contract work for this project. It is by no means exhaustive and is offered as assistance to the tenderers and contractors.



6.1. Development of risk assessments

Every Contractor performing construction work shall, before the commencement of any construction work or work associated with the construction work, and during construction work, ensure that a risk assessment is undertaken by a competent person, appointed in writing, and the risk assessment shall form part of the SHE plan to be applied on the site. Risk assessments shall identify occupational health and safety hazards and risks and environmental aspects and impacts emanating from the activity to be performed by the Principal Contractor / Contractor.

The risk assessment (inclusive of impact assessment) shall include (at a minimum):

- Identification of the relevant DPWI Project with regard to SCMU Number, Project name and area;
- Date on which risk assessments were conducted / reviewed;
- The identification of the risks / hazards and aspects / impacts to which persons may be exposed to per activity;
- The analysis and evaluation of the risks / hazards and aspects / impacts identified;
- Existing control measures and proposed corrective measures;
- A plan to review the risk assessments as the work progresses and changes are introduced;
- Identification of significant risks (e.g. high; exceeding 75%);
- A documented plan of Safe Working Procedures (SWP)', and its relevance to the risk assessment, inclusive of method statements, to mitigate, reduce or control the risks and hazards that have been identified;
- A plan to monitor the application of the Safe Working Procedures (SWP);
- Signature of appointed competent person conducting risk assessment; and
- Signature of approval by Principal Contractor management and employees involved in risk assessment.

Based on the risk assessments, the Principal Contractor must develop a set of site-specific occupational SHE rules that will be applied to regulate the health, safety and environmental hazards/aspects of the construction work.

The risk assessments, together with the site-specific occupational health and safety rules, must be submitted to DPWI before mobilisation on site commences. These will be included in the SHE plan.

The Principal Contractor will be required to carry out the following three forms of risk assessment:

- Baseline risk assessment.
- Continuous risk assessments.

6.2. Baseline risk assessments

The Principal Contractor is required to develop a baseline risk assessment taking the resources, competency levels, nature and scale of their organization into consideration for submission during SHE File evaluation phase. The hazards and risks to which persons, plant, vehicles and facilities may be exposed during the construction should be identified and evaluated. The aspects and impacts resulting in environmental pollution or degradation should also be identified and evaluated. Measures to reduce or control these risks or hazards should be defined during this assessment. The effectiveness of the



measures defined and the baseline risk assessment prepared shall be monitored and reviewed from time to time to ensure that it remains relevant and accurate.

6.3. Continuous risk assessments

The Occupational Health and Safety Act (Act no. 85 of 1993) specifically requires that employers shall provide and maintain working environments that are safe and without risk to health. The general awareness of hazards needs to be raised as work ethic to maintain a safe and risk-free environment on an on-going basis. This is achieved by continuous risk assessments, a form of risk assessment that takes place as an integral part of day-to-day management. Examples of continuous risk assessments include:

- Maintaining general hazard awareness, and
- Pre-work risk assessments / Daily Safety Task Instructions.

Occupational health and safety risks or environmental impacts that are identified during the risk assessment process shall be communicated before the commencement of the said activity to every employee whose work is associated with the risk. Each employee shall sign to confirm understanding of the safety, health or environmental risks in the tasks.

6.4. Review of risk assessments

The Principal Contractor is required to review the hazards identified, the risk assessments and the Safe Work Procedures as the contract work develops and progresses and each time changes are made to the designs, plans and construction methods and/or processes. Revisions to the approved risk assessments and Safe Work Procedures will be presented at each production planning and progress meeting.

Risk assessments are to be reviewed whenever there is change on the scope of work, process, and accidents or when required by DPWI.

The Principal Contractor must provide DPWI, other contractors and all other concerned or affected parties with copies of any changes, alterations or amendments to risk assessments and Safe Work Procedures within 14 days of such changes.

7. SAFE WORK PROCEDURES/METHOD STATEMENTS

Method statements or written safe work procedures shall be documented for all high-risk activities:

- Design change or scope change/addition.
- Change in job or task.
- Introduction of new machinery, equipment or substance.

Method statements or written safe work procedures shall identify following:

- Tasks that are to be undertaken
- The hazards and associated risks of the task(s)
- The control measures for the task(s)
- The equipment and substances that are associated with task(s)



- Any training or qualification needed to do the task
- Personal protective equipment to be worn.

8. INCIDENT MANAGEMENT

8.1. Reporting of accidents and incidents

The Principal Contractor must report all incidents where an employee is injured on duty to the extent that he:

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

Or where -

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

to DPWI within two days and to the Provincial Director of the Department of Labour within seven days from date of incident (Section 24 of the Occupational Health and Safety Act (Act no. 85 of 1993) and General Administrative Regulations), except that, where a person has died, has become unconscious for any reason or has lost a limb or part of a limb or may die or suffer a permanent physical defect, the incident must be reported to both DPWI and the Provincial Director of the Department of Labour forthwith by telephone, telefax or e-mail.

- All other reports required by this specification must also be completed. Reporting of accidents / incidents to DPWI will be on the prescribed format.
- The Principal Contractor is required to provide DPWI with copies of all statutory reports required in terms of the Occupational Health and Safety Act (Act no. 85 of 1993) within 7 days of the incident occurring.
- The Principal Contractor is required to provide DPWI with copies of all internal and external accident/incident investigation reports, within 7 days of the incident occurring.

8.2. Accident and incident investigation

- The Principal Contractor is responsible for the investigation of all accidents and/or incidents where employees and non-employees were injured to the extent that they had to receive medical treatment other than first aid.



- The results of the investigation are to be entered into the accident and/or incident register. The Principal Contractor is responsible for the investigation of all incidents, including those described in Section 24 (1) (b) and (c) of the Occupational Health and Safety Act (Act no. 85 of 1993) and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- The Principal Contractor is responsible for the investigation of all road traffic accidents, related to the construction activities, and for keeping a record of the results of the investigations including the steps taken to prevent similar accidents in future.
- DPWI reserves the right to hold its own investigation into an incident or call for an independent external investigation.

8.3. Close-out

- All incident investigation reports will be closed out once all the recommendations to prevent further incidents have been implemented.
- A copy of the investigation report must be handed to DPWI Safety Officer conducting the investigation.

9. MEDICAL SCREENING REQUIREMENTS

- The Principal Contractor shall ensure that a medical surveillance programme is implemented for all employees.
- An initial health evaluation shall be carried out by an occupational health practitioner immediately, before or within 14 days after a person commences employment, where any exposure exists or may exist, which comprises:
 - an evaluation of the employees medical and occupational history;
 - a physical examination; and
 - Any other essential examination which in the opinion of the occupational health practitioner is desirable in order to enable the practitioner to do a proper evaluation.
- Medical surveillance and immunisation shall be done accredited at/or by institutions or occupational health personnel, including, but not limited to:
 - Audiograms.
 - A cardio-respiratory examination / Lung function test;
 - Chest X-rays
 - Eye/ sight tests.
 - A general physical examination;
 - A review of previous medical history.
 - Glucose levels
 - Blood pressure
- An entry medical certificate shall be obtained for all workers prior to commencing with site activities from approved medical institution. Copies of all medical certificates shall be retained in the SHE File prior to site establishment and before an employee is allowed to come onto site.
- Specific attention shall be given to the physical and psychological fitness of people who will be required to work in elevated positions and operators of mobile machinery.
- An exit medical certificate shall be obtained for all workers at the end of the contract and for all workers who leave the employment of the Contractor before the end of the Project. Copies of all exit medical certificates shall be submitted to the DPWI Project Specialist or Appointed OHS Agent.



10. EMERGENCY MANAGEMENT

The Principal Contractor must appoint a competent person to act as emergency controller and/or coordinator.

The Principal Contractor must conduct an emergency identification exercise and establish what emergencies could possibly develop. He must then develop detailed contingency plans and emergency procedures, taking into account any emergency plan that DPWI may have in place.

In the event where a contractor incorporates the services of a 3rd party service provider for the provision of Emergency Response Services, the following criteria must be met:

- Identification of 3rd party emergency response services (organization & contact details);
- Notification of contractor to 3rd party emergency response service of incorporation of services into contractor's emergency response plan (written agreement/signed letter).

The Principal Contractor and the other contractors must hold regular practice drills of contingency plans and emergency procedures to test them and familiarise employees with them.

First-aid

- The Principal Contractor must provide first-aid equipment (including a stretcher) and have qualified first-aiders on site as required by General Safety Regulations promulgated in terms of the Occupational Health and Safety Act (Act no. 85 of 1993).
- The contingency plan of the Principal Contractor must include arrangements for the speedy and timeous transporting of injured and/or ill person(s) to a medical facility or of getting emergency medical aid to person(s) who may require it.
- The Principal Contractor must have written arrangements in place with his other contractors regarding the responsibility of the other contractors towards their own injured and/or ill employees.

11. SHE TRAINING

All employees in jobs requiring training in terms of the Occupational Health and Safety Act (Act no 85 of 1993) and any other applicable legislative requirements are to be in possession of valid proof of training. Other occupational health, safety and environmental training requirements of the Occupational Health and Safety Act (Act no 85 of 1993) and Construction Regulations can include:

- General induction;
- Site and job specific induction, including visitors;
- Occupational health and safety representatives;
- Training of the legal and nominated appointees;
- Operators and drivers of construction vehicles and mobile plant;
- Basic fire prevention and protection;
- Basic first-aid;
- Storekeeping methods and safe stacking; and
- Emergency planning and coordination
- Incident investigation
- Risk Assessment



- Planned job observations (supervisors)

All operators, drivers and users of construction vehicles, mobile plant and other equipment are to be in possession of valid proof of training and, where applicable, valid licenses.

11.1. General Job training

The contractor is required to ensure that before an employee commences work their direct supervisor or line manager who is responsible for the employee has informed the employees of his scope of authority, hazards and risks associated with the work to be performed as well as the safety control measure(s). This will involve discussion in connection with any work standard, job description or company policy or procedure.

11.2 Awareness and promotion

The Principal Contractor is required to have a promotion and awareness programme in place to create an occupational health and safety culture within employees. The following are some of the methods that may be used:

- Toolbox talks;
- Posters;
- Videos;
- Competitions;
- Suggestion schemes;
- Participative employee activities such as “occupational health and safety circles”.

The Principal Contractor is, at a minimum, required to provide awareness programmes to employees on the following:

- General Health and Safety Awareness
- Environmental Awareness;
- HIV / AIDS awareness.

11.3 General competence requirement

The CEO (OHSA S16.1) of the PC will take overall responsibility for the appointment of competent site staff for the duration of the project. Should the CEO not be personally involved in the project, the H&S responsibilities are to be delegated to the Site Agent (OHSA 16.2). Knowledge and training in H&S is required, and certificates indicating H&S training as well as experience to be included in CVs.

All other legal appointments are to be made with relevance to the type of work required and kept current with the project programme. The construction team is to ensure the appointed CHS Officer is kept up to date with all planned activities, to ensure all H&S requirements are met.

All construction/technical method statements are to be generated by senior site personnel, and the appropriate risk assessments developed therefrom in conjunction with the CHS Officer.

The Occupational Health and Safety Plan shall include the following, but is not limited to the following key appointments:



1.1.1 Construction Supervision

Competent Full-Time Construction Managers (CR8.1) will be appointed to manage part or all of the works and have training and/or experience in the area of responsibility. All site supervisors must show evidence of appropriate training in H&S, and an understanding or training in areas of responsibility (i.e. risk assessments, method statements etc.).

Multiple competent Assistant Construction Managers (CR8.2) may be appointed where justified by the scope and complexity of the works.

Curriculum Vitae (CVs) are to be submitted for approval by the Designer (PA) and/or Client. The Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials.

If the Construction Manager (CR8.1) changes throughout the project. The Principal Contractor must ensure to provide the proposed Construction Manager CV and certificates for approval and then update the Annexure 2 and ensure that the appointment letter as well as proof of competency is available in the Health and Safety File.

1.1.2 Construction Health and Safety Officer

The PC will employ at least one competent, full-time CHS Officer (CR8.5) for the duration of the contract. The CHS Officer's CV is to be submitted for approval by the CHS Agent or the Client, at time of tender. The PC is to ensure adequate resources are provided in order to undertake all responsibilities (i.e. mobile phone, computer and internet access, vehicle etc.) Qualifications shall include at least Grade 12, Diploma in H&S qualifications or similar, with exposure to civil engineering and building that is appropriate given the level of project complexity preferably in an OHS capacity. He should also have undergone training in the Act and Regulations. In the case of a contract where contractors are employed, the CHS Officer must have a competence to evaluate the Contractors Health and Safety plans.

Proof of registration as a Construction Health and Safety Officer with SACPCMP must be supplied.

This person may not hold any other position on the site staff.

The site supervisor may not act as the CHS Officer.

The CHS Officer/s will be held responsible for all H&S on the project.

- Senior site staff and supervision, Contractors are to follow systems, instructions etc. given by the CHS Officer at all times;
- No new workers or Contractors may commence work without approval or following the H&S plan as submitted, and
- No inductions of Contractor staff until the H&S documentation is approved by the CHS Officer.
- The CHS Officer/s may not be removed or replaced without the approval of the CHS Agent, nor may the site be left unattended for more than 1 day without adequate, competent cover.

A monthly report of all H&S activities and incidents is required by the end of the first week of each month, or at a date agreed to by the CHS Agent/Client and the CHS Officer. An example of the monthly report is attached as an Annexure C.

The CHS Officer will be responsible for collating the H&S documentation at the close out of the project in electronic format. The PC is to ensure that all Contractors documentation follows the same



requirements and closed out H&S documentation must be completed and be available with the close out of the main contract.

If the CHSO is replaced the Principal contractor is required to submit the following documentation for approval by the Client and appointed Pr. CHSA at least two weeks before as The Department of Employment and Labour will need to be notified regarding the changes:

1. Applicant CV
2. Applicant Competency
3. SACPCMP Registration Certificate

Failure to do so will be considered a serious offence and penalties /stoppage of site will apply.

1.2 Health and Safety Representatives and H&S meetings

H&S Representatives representing workers and Contractors are to be appointed following the startup of the project, irrespective of the number of workers on site. The appointed H&S Representatives are to be actively involved with H&S and will assist the CHS Officer and site management in meeting legislative duties.

The CHS Officer shall further ensure that H&S is discussed at all internal production or progress meetings. Issues arising from the CHS Agent audits are to be discussed, as well as all H&S related issues.

Minutes are to be kept for all H&S interventions and meetings.

Failure to do so will be deemed to be a moderate offence.

1.3 Appointment of Competent Contractors

The Principal Contractor is to ensure compliance with the Client's minimum standards and all legislative requirements. The same H&S standards required of the PC are to be applied to all Contractors. An index of all Contractors and Suppliers is to be on file and kept updated at all times. The PC is to ensure there is sufficient funding for H&S compliance by each Contractor.

The following minimum aspects are applicable to any Contractor appointed:

- The CHS Officer is to ensure a Contractors appointment and approval of H&S documentation at least seven (7) working days prior to commencing work.
- The contractor should take note of the required workload of the appointed CHSO in relation to the appointed SMME's
- No Contractor may work under the PC's Compensation registration number. If required, the PC may assist SMMEs with their registration with the Compensation Commissioner. However, such Contractors will not be able to commence work until proof of registration or Letter of Good Standing has been received.
- No work may commence without Mandatary agreements between parties in place.

The following aspects are applicable to Suppliers or short-term works (surveying, repairs, servicing, deliveries etc.). Cognisance is to be taken of the level of risk involved and the CHS Officer is to ensure the level of H&S documentation is appropriate:



- Signed Mandatory agreements in place
- Valid Letter of Good Standing
- Method statements and risk assessments
- Available information relative to:
 - Load testing and registers for cranes or lifting devices
 - Medical certificates of fitness
 - Safety data sheets (SDSs)

Failure to provide written approval of H&S documentation will be considered a serious offense, and could result in aspects of, or all the activities being stopped, and penalties implemented.

12. PPE REQUIREMENTS

- The Principal Contractor is required to continuously identify the hazards in the workplace and deal with them. He must either remove them or, where impracticable take steps to protect workers and make it possible for them to work safely and without risk to health under the hazardous conditions.
- The Principal Contractor will establish a Personal Protective Equipment Policy and a Personal Protective Equipment study will be conducted to determine the types of Personal Protective Equipment (PPE) to be supplied related to the hazards and risks emanating from the tasks.
- Cognisance shall be given to the gender of individuals required to where PPE; size required by the employee and size issued.
- Personal protective equipment should, however, be the last resort and there should always first be an attempt to apply engineering and other solutions to mitigating hazardous situations before the issuing of personal protective equipment is considered.
- Where it is not possible to create an absolutely safe and healthy workplace the Principal Contractor is required to inform employees regarding this and issue, free of charge, suitable equipment to protect them from any hazards being present and that allows them to work safely and without risk to health in the hazardous environment.
- It is a further requirement that the Principal Contractor maintains the equipment, instructs and trains the employees in the use of the equipment and ensures that the employees use the prescribed equipment.
- Employees do not have the right to refuse to use and/or wear the equipment prescribed by the employer and, if it is impossible for an employee to use or wear the prescribed protective equipment through health or any other reason, the employee cannot be allowed to continue working under the hazardous condition(s) for which the equipment was prescribed. An alternative solution must be found that may include relocating the employee.
- The Principal Contractor may not charge any fee for protective equipment prescribed by him but may charge for equipment under the following conditions:
 - Where the employee requests additional issue in excess of what is prescribed;
 - Where the employee has patently abused or neglected the equipment leading to early failure; and
 - Where the employee has lost the equipment.
 - All employees shall, as a minimum, be required to wear the following personal protective equipment on any DPWI's projects:



- Protective overalls;
- Protective footwear;
- Protective headwear; and
- Eye, face and ear protection.
- **NO SHORTS OR DRESSES WILL BE ALLOWED ON SITE!!!**

All Personal Protective Equipment will clearly display the branding components of the Principal Contractor's organization (e.g., Name of Organization, logo).

13. DISCIPLINARY PROCESSES

- The contractor is required to implement disciplinary process in order to enforce compliance with requirements.
- All sub-contractors are required to have the same.

14. SITE RULES

- The Principal Contractor must develop a set of site-specific OH&S rules that will be applied to regulate the Health and Safety Plan and associated aspects of the construction.
- When required for a site by law, visitors and non-employees upon entering the site shall be issued with the proper Personal Protective Equipment (PPE) as and when necessary.

15. PUBLIC HEALTH AND SAFETY

The Principal Contractor is responsible for ensuring that non-employees affected by the construction work are made aware of the dangers likely to arise from the construction work as well as the precautionary measures to be observed to avoid or minimise those dangers. This includes:

- Non- employees entering the site for whatever reason;
- The surrounding community; and
- Passers-by the site.
- The Principal Contractor shall organize the site in such a manner that pedestrians and vehicles can move safely and without risks to health, including sufficient and suitable traffic routes and safe walkways with relevant signage.
- Appropriate signage must be posted to this effect and all employees on site must be instructed to ensure that non-employees are protected at all times.
- All non-employees entering the site must receive induction into the hazards and risks of the site and the control measures to be observed.
- The Principal Contractor shall recognize that the Community Liaison Officer (CLO) is the link between DPWI and the community and provide all reasonable support to the Community Liaison Officer to ensure relevant responsibilities are fulfilled and positive relationships with the community are maintained.
- Where activities are performed close to public routes, the Principal Contractor will establish a traffic management plan incorporating the requirements of relevant by-laws. At a minimum, barricading, warning signage and flagmen will be provided to ensure the protection of workers from vehicles in transit. Where required, the Principal Contractor will interact with the local traffic department to establish minimum requirements to be implemented on public routes.

16. SECURITY



The Principal Contractor must establish site access rules and implement and maintain these throughout the construction period. Access control must, amongst other, include the rule that non-employees will not be allowed on site unaccompanied.

The Principal Contractor must develop a set of security rules and procedures and maintain these throughout the construction period.

The Principal Contractor shall:

- Provide a guardhouse for security personnel. The guardhouse should be in good condition and at-least meet minimum requirements as per Environmental Regulations for Workplaces as promulgated under the Occupational Health and Safety Act (Act no. 85 of 1993).
- Supply an access card containing the name, surname, employee number and photograph for all appointed employees (full or part time) for the site.
- Ensure that no person enters the construction site without wearing the necessary Personal Protective Equipment (PPE).
- Ensure that no children are allowed on the construction site.
- Ensure that no family members are sleeping over on the construction site.
- Ensure that no pets are allowed on the construction site.
- No firearms are allowed on site.

17. ACCOMMODATION ON SITE

No employees shall be accommodated on site.

18. WELFARE FACILITIES

The provision of toilets for each sex is required in terms of the National Building Regulations and Construction Regulation 28. Chemical toilets are allowed instead of the water borne sewerage type. Toilets have to be provided at a ratio of 1 toilet per 30 workers. The Principal Contractor shall provide flushing toilets on the construction premises.

- At least cold-water showers for each sex have to be provided at a ratio of 1 shower per 15 workers.
- Some form of screened off changing facility must be provided separately for each sex.
- Some form of eating facility sheltered from the sun, wind and rain must be provided.
- The employer needs to provide his employees with the following:
 - Potable water for drinking;
 - Water and soap for hand washing
 - Toilet paper

19. COMPLIANCE MONITORING

19.1 Inspections

- Contractors will be inspected at least once per week by the DPWI Project Inspectors.
- Feedback of the inspections will be issued immediately on work instructions, and a formal report sent within 7 days of conducting the inspection to all relevant stakeholders.
- DPWI reserves the right to conduct other ad-hoc assessments and inspections as deemed necessary.



- This may include, amongst other measures, site safety walks. Corrective actions will be identified by DPWI the Principal Contractor's representative and implemented by the Principal Contractor (at no cost to DPWI) to ensure SHE Performance improvement.

19.2 Monthly audits

- Monthly audits will be conducted within periods not exceeding 30 days.
- The Principal Contractor is to conduct his own monthly internal audits and inspections to verify compliance with his own occupational health and safety plan and management system as well as compliance with the requirements of the DPWI SHE Specification.
- The Principal Contractor will also assess and inspect the compliance of other contractors under its control. Management members of the Principal Contractor will be involved in the internal assessments and inspections.

20. Work stoppages

Work stoppages will be identified for 2 (two) types of work stoppages to be implemented:

- Overall work stoppage – the Principal Contractor and its Contractors are not allowed to continue with any type of construction / site work up until the work stoppage has been closed-out;
- Activity work stoppage – The Principal Contractor and its Contractors are not allowed to continue with the specific activity / task / job up until the work stoppage has been closed-out.

20. OPERATIONAL REQUIREMENTS

20.1. EXCAVATIONS

- Where excavations will exceed 1.5 m in depth the contractor will be required to submit a method statement to DPWI for approval before commencing with the excavation and DPWI will issue a permit to proceed once the risk assessment and method statement is approved.
- All open excavations shall be closed within 3 days of excavation. No excavation will remain open beyond 3 days or during holidays.
- Excavation work must be carried out under the supervision of a competent person, who has been appointed in writing, with at least two years' experience in excavation work. Before excavation work begins the stability of the ground must be evaluated.
- Whilst excavation work is being performed, the contractor must take suitable and sufficient steps to prevent any person from being buried or trapped by a fall or dislodgement of material.
- No person may be required or permitted to work in an excavation that has not been adequately shored or braced.
- Where the excavation is in stable material and where the sides of the excavation are sloped back to at least the angle of repose of the excavated material, shoring or bracing may be left out but only after written permission has been obtained from the appointed competent person.
- Shoring and bracing must be designed and constructed to safely support the sides of the excavation.
- Where uncertainty exists regarding the stability of the soil the opinion of a competent professional engineer or professional technologist must be obtained whose opinion will be decisive. The opinion must be in writing and signed by the engineer or technologist as well as the appointed competent person.



- No load or material may be placed near the edge of an excavation unless suitable shoring has been installed to be able to carry the additional load.
- Neighbouring/adjoining buildings, structures or roads that may be affected or endangered by the excavation must be suitably protected.
- Every excavation must be provided with means of access that must be within 6 metres of any worker within the excavation.
- The location and nature of any existing services such as water, electricity, gas etc. must be established before any excavation is commenced with and any service that may be affected by the excavation must be protected and made safe for workers in the excavation.
- The appointed competent person must inspect every excavation, including the shoring and bracing or any other method to prevent collapse, as follows:
 - Daily before work commences
 - After every blasting operation
 - After an unexpected collapse of the excavation
 - After substantial damage to any supports
 - After rain
- The results of any inspections must be recorded in a register kept on site and in the safety file.
- Every excavation accessible to the public or that is adjacent to a public road or thoroughfare or that threatens the safety of persons, must be adequately barricaded or fenced to at least one-meter-high and as close to the excavation as practicable, regardless of the depth of the excavation.
- Every excavation must be provided with warning lights or visible boundary indicators after dark or when visibility is poor.
- Upon entering an excavation, the requirements of General Safety Regulation 5, work in confined spaces, must be observed:
- Excavations and other openings must be provided with sufficient barriers to prevent construction vehicles and mobile plant from falling into them.

20.3. BARRICADING

- Barricading plans are to be presented by the Principal Contractor for any major operations involving site works for approval by DPWI. Where areas are unsafe, they should be enclosed with barricading. Examples are people working overhead, welding splatter etc.
- Where there is a risk of injury, the area should be barricaded off with secure solid barricades.
- Barricading for the prevention of access into areas with a potential risk of injury shall as a minimum be constructed of a handrail, knee-rail and appropriately supported as to prevent any person from falling into the restricted/risk area.
- Appropriate signage shall be affixed to the barricade indicating the risk associated (i.e. deep excavation, lifting operations etc.) and the responsible Supervisor and contact details shall be displayed. All barricading shall have a "No Entry" signs on all sides and at each change of direction. Signage shall be placed at 20 m intervals where lengths exceed. All signage shall be a minimum size of 290 mm x 290 mm.
- Danger tape shall not be utilised to prevent personnel from entering into areas.
- Where no risk exists of injury to personnel such as stacking and storage areas, the use of wire for hand and knee rails netting shall be acceptable to demarcate the area.



- All barricades will have a dedicated entrance where it is required that personnel enter the areas.
- Appropriate signage shall be placed at the entrance indicating which Contractor has right of entry.
- It is the Contractor's responsibility to remove all redundant barricades directly after use. The Contractor's Safety Officers will maintain a marked-up site plan indicating where barricades are erected.
- It will be a requirement that the contractor protects employees against contact with exposed rebar and poles by the installation of rebar-caps on all exposed areas where there is a potential that an employee could be injured.

20.4. SYMBOLIC SIGNAGE

Contractors shall use mandatory and prescribed symbolic safety signs at their lay down and site areas. The display of the following signs is mandatory:

- "Radio-Active Material" symbolic signs at radioactive storage areas.
- "Eye Protection" symbolic signs shall be displayed at all grinding machines and at any area where it is mandatory to wear eye protection or where there is danger of an eye injury being sustained.
- "Ear Protection" symbolic signs shall be displayed at all areas where there is a danger of noise induced hearing loss being sustained.
- Every separate room of a workplace shall be consecutively numbered.
- All toilets or urinals shall be marked in a conspicuous place with painted or stencilled letters to indicate the sex for which they are intended.
- The location of every first aid box is to be clearly indicated by means of a sign.
- In any room, cabinet or enclosure where flammable substances are used or stored shall be fixed a suitable and conspicuous sign prohibiting smoking or the use of naked flames in the area.
- At the entrance to premises where machinery is used
- Restricted access on "Authorised Person Only" signs on entry. "No person shall enter the workplace or premises without the permission of the employer or user of the machinery".
- At every place where machinery is used a notice (English & Pictograms) shall be posted.
- Explosive Power Tool shall have a sign warning people when it is in use.
- Electrical Control Gear. A notice shall be posted so as to warn against the re-closing of a switch of control gear whilst a person is working on such equipment.
- Emergency contact telephone numbers.
- Adequate scaffolding signs. (When applicable).
- Adequate fire-fighting equipment signs.
- Speed limit signs.
- Warning notices at openings through which people may fall.
- Risk based signage depending on the task being performed e.g.:
 - "Men working above", "Men working below", "Road closed – detour", "Excavation in progress", "No walkway" etc.;
- No-entry signs to incomplete platforms

The Principal Contractor shall install a notification board indicating the following information at the site entrance:

- DPWI project number;
- Principal Contractor identification details (name, telephone number)
- Name and contact details of Construction Supervisor;



- Name and contact details of site safety officer;
- Monthly compliance rating;
- Lost Time Injury Rate;

The Principal Contractor will ensure that information on the notification board is kept up-to-date.

20.5. HAZARDOUS CHEMICAL SUBSTANCES

The Principal Contractor must ensure that:

- Employees receive the necessary information and training to be able to use and store hazardous chemical substances safely;
- Employees obey lawful instructions regarding:
 - The wearing and use of protective equipment
 - The use and storage of hazardous chemical substances
 - The prevention of the release of hazardous chemical substances
 - The wearing of exposure monitoring and measuring equipment
 - The cleaning up and disposal of materials containing hazardous chemical substances
 - Housekeeping, personal hygiene and the protection of the environment
- The risk assessments required in terms of Construction Regulation include employee exposure to hazardous chemical substances and that the necessary measures be taken to protect persons from being detrimentally affected by hazardous chemical substances present or used in the workplace;
- Suppliers provide the necessary information in the form of a material safety data sheet regarding a hazardous chemical substances required to ensure the safe use and storage of that substances;
- An up-to-date list is kept on site of hazardous chemical substances stored and used together with the material safety data sheet of the hazardous chemical substances;
- Hazardous chemical substances containers be clearly marked with the contents and main hazardous category e.g. “Flammable” or “Corrosive” and the reference number of the hazardous chemical substances on the list indicated above;
- Hazardous chemical substances, for example asbestos dust, are not cleared by using compressed air but should be vacuumed;
- No person eats or drinks in a hazardous chemical substances workplace; and
- Hazardous chemical substances waste is disposed of safely in terms of hazardous waste disposal requirements.
- MSDS's to be in 16-point format- available on site

20.6. FIRE PREVENTION AND PROTECTION

The Principal Contractor must ensure that:

- The risk of fire is avoided;
- Sufficient and suitable storage for flammables is provided;
- Sources of ignition are removed wherever flammable or highly combustible material is present in the workplace, for example:
 - Notices prohibiting smoking are displayed and enforced
 - Welding and flame cutting is only allowed under controlled conditions that includes written hot work permits



- Only spark-free hand and power tools are used
- No grinding, cutting and shaping of ferrous metals is allowed using electrically driven power tools that produce sparks
- Flameproof switches and fittings are to be used in the flammable atmosphere
- Good housekeeping is maintained to prevent the accumulation of unnecessary combustibles
- Adequate ventilation is maintained
- Adequate and suitable fixed and portable firefighting equipment is provided and maintained in good working order.
- Maintenance must include:
- Regular inspection of fire equipment by a competent person appointed in writing and keeping a register
- Annual inspection and service by an accredited service provider
- All employees are instructed in the use of the firefighting equipment and know how to attempt to extinguish a fire;
- A sufficient number of employees are appointed and trained to act as an emergency team to deal with fires and other emergencies;
- Employees are informed regarding emergency evacuation procedures and escape routes;
- Emergency escape routes are kept clear at all times and clearly marked;
- Evacuation assembly points are demarcated;
- Evacuation is practiced to ensure that all persons are evacuated timeously;
- Roll call is held after evacuation to account for all personnel and ensure that no-one has been left behind; and
- A siren or alarm is fitted which is clearly audible to all persons on site.

20.7. STACKING AND STORAGE

The Principal Contractor must ensure that:

- A competent person is appointed in writing to supervise all stacking and storage on a construction site;
- Adequate storage areas are provided and demarcated;
- The storage areas are kept neat and under control;
- The base of any stack is level and capable of sustaining the weight exerted on it by the stack;
- The items in the lower layers can support the weight exerted by the top layers;
- Cartons and other containers that may become unstable due to wet conditions are kept dry;
- Pallets and containers are in good condition and no material is allowed to spill out;
- The height of any stack does not exceed 3 times the base unless stepped back at least half the depth of a single container at least every fifth tier or the approval of an inspector has been obtained to build the stacks higher with the aid of a machine. The operator of the machine must be protected against items falling from overhead off the stack and no items may overhang;
- The Contractor shall provide a suitable and adequate lock-up store for the storage of items of equipment and material, which would be damaged or pilfered if stored in the open. The Principal Contractor shall provide all facilities required for weather-proofing, dust proofing or vermin proofing.

The Contractor is responsible for the proper storage and maintenance of all equipment until issue of the Certificate of Practical Completion.



All equipment and materials will be stored on suitable wood poles or pallets which will not protrude more than a meter from any of the stored material. Safe access ways shall be maintained between all stored items preventing employees from having to climb over or under equipment to retrieve the necessary.

20.8. HOUSEKEEPING

The Principal Contractor to ensure that:

- Housekeeping is continuously implemented and maintained;
- Materials and equipment are properly stored;
- Scrap, waste and debris is removed regularly;
- Materials placed for use are placed safely and not allowed to accumulate or cause obstruction to the free-flow of pedestrians and vehicular traffic;
- Waste and debris not to be removed from heights by throwing but rather by chute or crane;
- Where practicable, construction sites are fenced off to prevent entry of unauthorised persons;
- Catch platforms or nets are erected over entry and exit ways or over places where persons are working to prevent them being struck by falling objects;
- An unimpeded work space is maintained for every employee;
- Every workplace is kept clean, orderly and free of tools, materials and the like that are not required for the work being done;
- As far as is practicable, every floor, walkway, stair, passage and gangway is kept in good state of repair, skid-free and free of obstruction, waste and materials;
- The walls and roof of every indoors workplace sound and leak-free; and
- Openings in floors, hatchways, stairways and open sides of floors or buildings are barricaded, fenced, boarded over or provided with protection to prevent persons from falling.

20.9. TRAFFIC MANAGEMENT

- Where activities are performed close to public routes, the Principal Contractor will establish a traffic management plan incorporating the requirements of relevant by-laws.
- At a minimum, barricading, warning signage and flagmen will be provided to ensure the protection of workers from vehicles in transit.
- Where required, the Principal Contractor will interact with the local traffic department to establish minimum requirements to be implemented on public routes.

20.10. HAND TOOLS

The Principal Contractor must inspect all hand tools before it is brought onto the site.

- As far as possible all hand tools must be numbered and placed on register to be inspected monthly by a person designated to do so.
- Any tools found to be in an unsafe condition must immediately be removed from service and either discarded or rectified.
- No chisels with “mushroomed” heads must be used.
- No hammer shall be used with a cracked or damaged handle.
- All files must be fitted with handles.



- All trolleys, pushcarts, etc. used on site must be identifiable, placed on register and inspected at least once every month.
- Non-sparking tools must be used in areas where the risk of fire or explosion is present.
- No homemade hand tools are allowed on the project.
- All tools shall be attached to a suitable lanyard when utilised in elevated positions

20.11. PORTABLE ELECTRICAL EQUIPMENT

Portable electrical tools and equipment includes every unit that takes electrical power from a 15 ampere plug point and is moved around for use in the workplace for example; drills, saws, grindstones, portable lights, etcetera. Other electrical appliances such as fridges, hotplates, heaters, and etcetera must be inspected and maintained to the same standards as portable electrical tools and appliances.

The use, inspection and maintenance of portable electrical tools and equipment shall be as follows:

- Periodical inspections must be carried out by a competent person appointed in writing;
- Inspection results must be recorded in a register;
- Only competent authorised persons are allowed to use portable electrical tools and equipment; and equipment.

20.12. CONSTRUCTION VEHICLES AND MOBILE PLANT

DPWI will inspect construction vehicles and mobile plant prior to being allowed on a project site. Suppliers of hired vehicles, plant and equipment will be required to comply with this specification as well as the Occupational Health and Safety Act (Act no. 85 of 1993) and Regulations.

Construction vehicles and mobile plant to be:

- Of acceptable design and construction;
- Maintained in good working order;
- Used in accordance with their design and intention for which they were designed;
- Operated and/or driven by trained, competent and authorised operators/drivers. No unauthorised persons are to be allowed to drive construction vehicles and mobile plant;
- Provided with safe and suitable means of access;
- Fitted with adequate signalling devices to make movement safe including reversing;
- Provided with roll-over protection (where applicable);
- Inspected daily before start-up by the driver, operator and/or user and the findings recorded in a register/log book;
- Fitted with two head and two taillights that are in good working condition and must be used whilst operating under poor visibility conditions;
- When used for transporting persons must have seats firmly secured and sufficient for the number of persons being transported.

Operators and drivers of construction vehicles and mobile plant must be in possession of a valid medical certificate declaring the operator and/or driver physically and psychologically fit to operate or drive construction vehicles and mobile plant.

No loose tools, materials etc. are allowed in the driver and/or operators compartment/cabin or in the compartment in which any other persons are transported.



No person shall ride on any construction vehicle or mobile plant otherwise than in a safe place provided thereon for that purpose. Employees shall only be transported if provision for seating and safety belts has been provided with an adequate canopy or rollover protection.

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, must have appropriate lights or reflectors, or barricades equipped with appropriate lights or reflectors, in order to identify the location of the vehicles or plant.

Bulldozers, scrapers, loaders, and other similar mobile plant must, when being repaired or when not in use, be fully lowered or blocked with controls in a neutral position, motors stopped and brakes set.

20.13. ASBESTOS EXPOSURE

Asbestos work should be done in accordance with the Asbestos Abatement Regulations, 2004

The removal of asbestos must be done by an Accredited Asbestos Contractor. The H&S specification provided by the PC is to include as much information as possible relative to the requirements relating to asbestos. An asbestos work plan must be developed by an Approved Inspection Authority and be submitted to the Provincial department of Labour Office with the Notification of asbestos work before any asbestos work is undertaken on site.

An Asbestos removal permit must be obtained before any removal works commence on site.

Contractor to ensure that removal of any asbestos must be documented, and proof kept thereof in the Health and Safety File. Asbestos disposal certificates must be obtained for any asbestos removed from the site.

Failure to do so will be considered a serious offence.

21. Biological Hazards

It should be noted that while performing construction work at Mqhekezweni Traditional Council it is possible for construction workers to get into contact with biological risk. Coordination between contractor and hospital infection control shall be implemented to address any concerns relating to biological hazards. All workers entering the construction site must undergo training on the identification and handling of biological hazards prior to commencing work. Contractors shall apply appropriate health and safety measures including PPE and hygiene protocols as per the regulations for hazardous biological agents

The baseline site HIRA should continue to acknowledge Viral Hazardous Biological diseases outbreak as a general Hazard. Should there be an outbreak the HBA Regulations will apply, and this may require additional controls like HIRA, method statements that address transmission prevention planning, PPE and signage.



ANNEXURE A

CLOSE OUT REQUIREMENTS

The H&S files for the Principal Contractors and all Contractors require closure and handover to the Client at the completion of the project. The following list is an example of what should be included, but is not exhaustive. The OHS Agent or the Client may require further information at the time of completion and the Principal Contractor is to ensure that all instructions are met. Documentation would include all records from the start of the project. Daily or monthly plant inspection records are not required unless they are related to an accident. All records to be in electronic format and submitted to the OHS agent for approval in adequately formatted lists and folders. Layout should be logical and in the same order as in the site files.

Health and Safety close out file requirements include:

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan(s)
- c) Principal Contractors Policies
- d) Organograms
- e) Legal Appointments
- f) List of all employees employed on a permanent or contractual basis over the duration of the contract
- g) Permit Application with the Department of Employment and Labour of commencement of work
- h) Letter of Good standing
- i) Full files for all Contractors as well as their close out reports
 - List of Contractors
 - All employees employed on a permanent or contractual basis over the duration of the contract
 - Letters of Approval of Contractors
 - Mandatary Agreements
 - Letters of Good Standing
 - Appointments
- j) Incident Records
- k) Non- Conformance records
- l) Agent's Audits
- m) Method Statements
- n) Risk assessments
- o) Safe work procedures
- p) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended
- q) All drawings for temporary structures (suspended beams/scaffolds etc.)



- r) All operating manuals for any systems that require on-going maintenance
- s) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

Defect and Liability Period

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor, including those of their Contractors. Any work required during the defect and liability period will require an assessment of the H&S file by the OCHS Agent prior to any work commencing. A copy drawing records for the as-built are to be placed on file by the Designers once complete

22. MONTHLY REPORTING

- The Principal Contractor is required to compile a monthly report in the format provided (**see Annexure C**) the report should be submitted before the 7th day of each month.
- The report will include the non-conformances, incidents, training, inductions, audits, etc.

23. PROJECT CLOSE-OUT

- Upon completion of the project, the contractor is required to hand over a consolidated project file to the Client with all the working documents for retention.
- The PC is to ensure that all Contractors documentation follows the same requirements and closed out H&S documentation must be completed and be available with the close out of the main contract.
- Failure to do so will be considered a serious offence and penalties applied.



ANNEXURE B

NON-CONFORMANCES

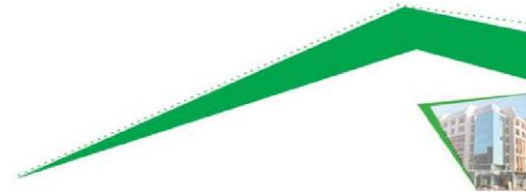


Province of the
EASTERN CAPE

HEALTH AND SAFETY SITE INSPECTION

NON-CONFORMANCE NO

AGENT:			PROJECT:		
Consultant:			Date and time:		
Client			Area:		
Contractor:					
ASPECTS NOTED:		COMMENTS:		COMPLETION REQUIRED BY (DATE):	
		•			
		•			
		•			
		•			
		•			
PHOTOGRAPHIC EVIDENCE (if available):					
OTHER:					
The following penalties are to be applied:					
Signature of Designer					
Signature of CHS Officer/Site Agent					
Signature: of CHS Agent					



ANNEXURE C

CONTRACTORS MONTHLY HEALTH AND SAFETY REPORT

(To be submitted by the end of the first week of each month and be available with each audit)

CONTRACT NUMBER:		PROJECT NAME:	CONTRACT DETAILS:
1	GENERAL ACTIVITIES FOR THE MONTH		
	(detail each area of work)		
2	NUMBER OF WORKERS (permanent and local, contractors)		
3	TRAINING DONE (supplier, no of people, type)		
4	INCIDENTS / ACCIDENT (list number and details, attach reports)		
6	NON-CONFORMANCES (closed out or active)		
7	CONTRACTORS (list, approval status)		
8	AUDITS COMPLETED (internal and external)		
9	CRITICAL ISSUES		



10	GENERAL	

Health and Safety Officer: _____ Signature: _____

Date: _____

Construction Manager: _____ Signature: _____

Date: _____

ACKNOWLEDGEMENT

I,representing
.....

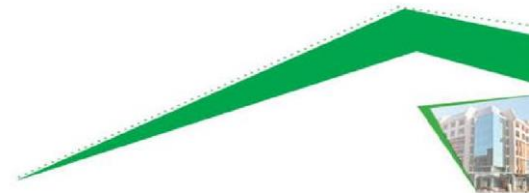
Contractor have satisfied myself with the content of the Project Specific Health and Safety Specification (PSHSS) and shall ensure that the Contractor and his/her personnel comply with all the relevant obligations in respect thereof.

.....
Signature of Contractor

.....
Date

.....
Signature of Client/Agent

.....
Date



EPWP REQUIREMENTS AND SPECIFICATION



SCOPE OF WORKS IN RESPECT OF WORK RELATING TO THE EXTENDEND PUBLIC WORKS PROGRAMME (EPWP)			
Project Name	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA		SCMU5-24/25-0002 ORR

Introductory notes:

1. The works, or parts of the works will be constructed using labour-intensive methods only in terms of this specification. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters **LI** are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour-intensive specification in the Scope of Works.
2. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

DESCRIPTION OF THE WORKS

Employer's objectives

The employer's objectives are to deliver public infrastructure using labour-intensive methods.

Labour-intensive works

Labour-intensive works comprise the activities described in the Labour-Intensive Specification. Labour-intensive works shall be constructed/maintained using local workers who are temporarily employed in terms of the scope of work.

LABOUR-INTENSIVE COMPETENCIES OF SUPERVISORY AND MANAGEMENT STAFF

Contractors shall only engage supervisory and management staff in labour-intensive works that have completed the skills programme including Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" and Site Agent/ Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent QCTO qualifications (See Appendix C). at NQF outlined in Table 1.

Emerging contractors shall have personally completed, or be registered on a skills programme for the NQF level 2-unit standard. All other site supervisory staff in the employ of emerging contractors must have completed, or be registered on a skills programme for the NQF level 2 unit standards or NQF level 4 unit standards. Table 1: Skills programme for supervisory and management staff.



Table 1: Skills programme for supervisory and management staff

Personnel	NQF level	Unit standard titles	Skills programme description
Team leader / supervisor	2	Apply Labour-Intensive Construction Systems and Techniques to Work Activities	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services.	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Personnel	NQF level	Unit standard titles	Skills programme description
Foreman/supervisor	4	Implement Labour-Intensive Construction Systems and Techniques	This unit standard must be completed, and any one of these 3 unit standards
		Use Labour-Intensive Construction Methods to Construct and Maintain Roads and Storm water Drainage	
		Use Labour-Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour-Intensive Construction Methods to Construct, Repair and Maintain structures	
Site Agent /Manager (i.e. the contractor's most senior representative that is resident on the site)	5	Manage Labour-Intensive Construction Processes	Skills Programme against this single unit standard
Details of these skills programmes may be obtained from the CETA ETQA manager (e-mail :gerard@ceta.co.za , tel: 011-265 5900)			



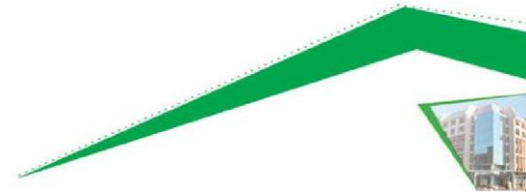
EMPLOYMENT OF UNSKILLED AND SEMI-SKILLED WORKERS IN LABOUR INTENSIVE WORKS

- 1.1 Requirements for the sourcing and engagement of labour.
 - 1.1.1 Unskilled and semi-skilled labour required for the execution of all labour-intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.
 - 1.1.2 The rate of pay set for the SPWP per task or per day will be an acceptable rate determined by the Department of Labour.
 - 1.1.3 Tasks established by the contractor must be such that:
 - a) the average worker completes 5 tasks per week in 40 hours or less; and
 - b) the weakest worker completes 5 tasks per week in 55 hours or less.
 - 1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 1.1.3.
 - 1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour-intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:
 - a) where the head of the household has less than a primary school education;
 - b) that have less than one full time person earning an income;
 - c) where subsistence-agriculture is the source of income.
 - d) that who are not in receipt of any social security pension income
 - 1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of unskilled and semi-skilled workers is in the following proportions:
 - a) 55 % women;
 - b) 55% youth who are between the ages of 18 and 35;
 - and c) 2% on persons with disabilities.
- 1.2 Specific provisions pertaining to SANS 1914-5
 - 1.2.1 Definitions

Targeted labour: Unemployed persons who are employed as local labour on the project.
 - 1.2.2 Contract participation goals
 - 1.2.2.1 There is no specified contract participation goal for the contract. The contract participation goal shall be measured in the performance of the contract to enable the employment provided to targeted labour to be quantified.
 - 1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes.
 - 1.2.3 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
 - 1.2.4 Terms and conditions for the engagement of targeted labour

Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts shall be entered into with targeted labour.
 - 1.2.5 Variations to SANS 1914-5
 - 1.2.5.1 The definition for net amount shall be amended as follows:



Financial value of the contract upon completion, exclusive of any value added tax or sales tax which the law requires the employer to pay the contractor.

- 1.2.5.2 The schedule referred to in 5.2 shall in addition reflect the status of targeted labour as women, youth and persons with disabilities and the number of days of formal training provided to targeted labour.

1.3 Training of targeted labour

- 1.3.1 The contractor shall provide all the necessary on-the-job training to targeted labour to enable such labour to master the basic work techniques required to undertake the work in accordance with the requirements of the contract in a manner that does not compromise worker health and safety.
- 1.3.2 The cost of the formal training of targeted labour, will be funded by the local office of the Department of Labour. This training will take place as close to the project site as practically possible. The contractor must access this training by informing the relevant regional office of the Department of Labour in writing, within 14 days of being awarded the contract, of the likely number of persons that will undergo training and when such training is required.
- 1.3.3 The contractor shall do nothing to dissuade targeted labour from participating in training programmes and shall take all reasonable steps to ensure that each beneficiary is provided with two days of formal training for every 22 days worked.
- 1.3.4 An allowance equal to 100% of the task rate or daily rate shall be paid by the contractor to workers who attend formal training, in terms of the above.
- 1.3.5 Proof of compliance with the above requirements must be provided by the Contractor to the Employer prior to submission of the final payment certificate.

GENERIC LABOUR-INTENSIVE SPECIFICATION

1 Scope

This specification establishes general requirements for activities which are to be executed by hand involving the following:

- a) trenches having a depth of less than 1.5 metres
- b) storm water drainage
- c) low-volume roads and sidewalks

2 Precedence

Where this specification is in conflict with any other standard or specification referred to in the Scope of Works to this Contract, the requirements of this specification shall prevail.

3 Hand excavatable material

Hand excavatable material is material:

- a) **Granular materials:**
 - i) whose consistency when profiled may in terms of table 1 be classified as very loose, loose, medium dense, or dense; or
 - ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 15 blows of a dynamic cone penetrometer is required to penetrate 100mm;
- b) **Cohesive materials:**
 - i) whose consistency when profiled may in terms of table 1 be classified as very soft, soft, firm, stiff and stiff / very stiff; or



- ii) where the material is a gravel having a maximum particle size of 10mm and contains no cobbles or isolated boulders, no more than 8 blows of a dynamic cone penetrometer is required to penetrate 100mm;
Note: 1) A boulder, a cobble and gravel is material with a particle size greater than 200mm, between 60 and 200mm.

2) A dynamic cone penetrometer is an instrument used to measure the in-situ shear resistance of a soil comprising a drop weight of approximately 10 kg

which falls through a height of 400mm and drives a cone having a maximum diameter of 20mm (cone angle of. 60 degrees with respect to the horizontal) into the material being used.

Table 1: Consistency of materials when profiled

GRANULAR MATERIALS		COHESIVE MATERIALS	
CONSISTENCY	DESCRIPTION	CONSISTENCY	DESCRIPTION
Very loose	Crumbles very easily when scraped with a geological pick.	Very soft	Geological pick head can easily be pushed in as far as the shaft of the handle.
Loose	Small resistance to penetration by sharp end of a geological pick.	Soft	Easily dented by thumb; sharp end of a geological pick can be pushed in 3040 mm; can be moulded by fingers with some pressure.
Medium dense	Considerable resistance to penetration by sharp end of a geological pick.	Firm	Indented by thumb with effort; sharp end of geological pick can be pushed in up to 10 mm; very difficult to mould with fingers; can just be penetrated with an ordinary hand spade.
Dense	Very high resistance to penetration by the sharp end of a geological pick; requires many blows for excavation.	Stiff	Can be indented by thumb-nail; slight indentation produced by pushing geological pick point into soil; cannot be moulded by fingers.
Very dense	High resistance to repeated blows of a geological pick.	Very stiff	Indented by thumb-nail' with difficulty; slight indentation produced by blow of a geological pick point.

4 Trench excavation

All hand excavatable material in trenches having a depth of less than 1,5 metres shall be excavated by hand.

5 Compaction of backfilling to trenches (areas not subject to traffic)

Backfilling to trenches shall be placed in layers of thickness (before compaction) not exceeding 100mm. Each layer shall be compacted using hand stampers



- a) to 90% Proctor density;
- b) such that in excess of 5 blows of a dynamic cone penetrometer (DCP) is required to penetrate 100 mm of the backfill, provided that backfill does not comprise more than 10% gravel of size less than 10mm and contains no isolated boulders, or
- c) such that the density of the compacted trench backfill is not less than that of the surrounding undisturbed soil when tested comparatively with a DCP.

6 Excavation

All hand excavatable material including topsoil classified as hand excavatable shall be excavated by hand. Harder material may be loosened by mechanical means prior to excavation by hand.

The excavation of any material which presents the possibility of danger or injury to workers shall not be excavated by hand.

7 Clearing and grubbing

Grass and small bushes shall be cleared by hand.

8 Shaping

All shaping shall be undertaken by hand.

9 Loading

All loading shall be done by hand, regardless of the method of haulage.

10 Haul

Excavation material shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150 m.

11 Offloading

All material, however transported, is to be off-loaded by hand, unless tipper-trucks are utilised for haulage.

12 Spreading

All material shall be spread by hand.

13 Compaction

Small areas may be compacted by hand provided that the specified compaction is achieved.

14 Grassing

All grassing shall be undertaken by sprigging, sodding, or seeding by hand.

15 Stone pitching and rubble concrete masonry

All stone required for stone pitching and rubble concrete masonry, whether grouted or dry, must be collected, loaded, off loaded and placed by hand.

Sand and stone shall be hauled to its point of placement by means of wheelbarrows where the haul distance is not greater than 150m.

Grout shall be mixed and placed by hand.

16 Manufactured Elements

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 handhold on them.



ADDITIONAL SPECIFICATION - EPWP NYS

EMPLOYMENT AND TRAINING OF YOUTH WORKERS ON THE EXPANDED PUBLIC WORKS PROGRAMME (EPWP) Infrastructure Projects: NATIONAL YOUTH SERVICE (NYS)

S.01 SCOPE

This project is part of the Expanded Public Works Programme and the National Youth Service Programme and aims to train young people and provide them with practical work experience as part of this programme. Youth aged between 18 and 35 will be recruited and trained in skills relevant to the work to be done on this project. These youth will have to be employed by the contractor as part of this project so that they can gain their work experience on these projects. The training of the youth will be coordinated and implemented by a separate service provider. This service provider will provide the contractor with a list of all the youth and the training each of these youth have received. The Contractor will be required to employ all of these youth for a minimum period of 6 months. Furthermore, the Contractor will be required to supervise these youths to ensure that the work they perform is of the required standard. If necessary, the contractor's staff will be required to assist and mentor the youth to ensure that they are able to perform the type of work they need to do to the satisfactory standards required. The contractor will not be required to employ all youth in the programme at the same time, but may rotate the youth on the project, as long as all youth are employed for the minimum duration stated earlier.

This specification contains the standard terms and conditions for workers employed in elementary occupations and trained on a Special Public Works Programme (SPWP) for the National Youth Services Programme. These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.

S.02 TERMINOLOGY AND DEFINITIONS

SL 02.01 TERMINOLOGY

- (a) SPWP The Code of Good Practice for Special Public Works Programmes, which has been gazetted by the Department of Labour, and which provides for special conditions of employment for these EPWP projects. In terms of the Code of Good Practice, the workers on these projects are entitled to formal training, which will be provided by training providers appointed (and funded) by the Department of Labour. For projects of up to six months in duration, this training will cover life-skills and information about other education, training and employment opportunities.
- (b) EPWP Expanded Public Works Programme, a National Programme of the government of South Africa, approved by Cabinet.
- (c) UYF Umsobumvu Youth Fund.
- (d) DOL Department of Labour.



SL 02.02 DEFINITIONS

- (a) "Employer" means the contractor or any party employing the worker / beneficiary under the EPWP – NYS Programme.
- (b) "Client"- means the Department of Public Works.
- (c) worker / trainee - means any person working or training in an elementary occupation on a SPWP.

SL 03 APPLICABLE LABOUR LAWS

In line with the Expanded Public Works Programme (EPWP) policies, the Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of labour in government Notice No. R63 of 25 January 2002, of which extracts have been reproduced below in clauses SL 04 shall apply to works described in the scope of work and which are undertaken by unskilled or semi-skilled workers. The Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No. R64 of 25 January 2002 shall apply to works described in the scope of work and which unskilled or semiskilled workers undertake.

SL 04 EXTRACTS FROM MINISTERIAL DETERMINATION REGARDING SPWP

SL 04.01 DEFINITIONS

- a) "Department" means any department of the State, implementing agent or contractor;
- b) "Employer" means any department that hires workers to work in elementary occupations on a SPWP;
- c) "Worker" means any person working in an elementary occupation on a SPWP;
- d) "Elementary occupation" means any occupation involving unskilled or semi-skilled work;
- e) "Management" means any person employed by a department or implementing agency to administer or execute a SPWP;
- f) "Task" means a fixed quantity of work;
- g) "task-based work" means work in which a worker is paid a fixed rate for performing a task;
- h) "task-rated worker" means a worker paid on the basis of the number of tasks completed;
- i) "time-rated worker" means a worker paid on the basis of the length of time worked
- j) "Service Provider" means the consultant appointed by Department to coordinate and arrange the employment and training of labour on EPWP infrastructure projects.

SL 04.02 TERMS OF WORK

- (a) Workers on a SPWP are employed on a temporary basis.
- (b) A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.
- (c) Employment on a SPWP does not qualify as employment and a worker so employed does not have to register as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.



SL 04.03 NORMAL HOURS OF WORK

- a) An employer may not set tasks or hours of work that require a worker to work–
 - (i) more than forty hours in any week
 - (ii) on more than five days' in any week; and
 - (iii) for more than eight hours on any day.
- b) An employer and a worker may agree that the worker will work four days per week. The worker may then work up to ten hours per day.
- c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks (based on a 40-hour week) allocated to him.

Every work is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.

An employer and worker may agree on longer meal breaks.

A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

SL 04.04 MEAL BREAKS

- (a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes' duration.
- (b) An employer and worker may agree on longer meal breaks.
- (c) A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.

SL 04.05 SPECIAL CONDITIONS FOR SECURITY GUARDS

- (a) A security guard may work up to 55 hours per week and up to eleven hours per day.
- (b) A security guard who works more than ten hours per day must have a meal break of at least one-hour duration or two breaks of at least 30 minutes' duration each.



SL 04.06 DAILY REST PERIOD

Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.

SL 04.07 WEEKLY REST PERIOD

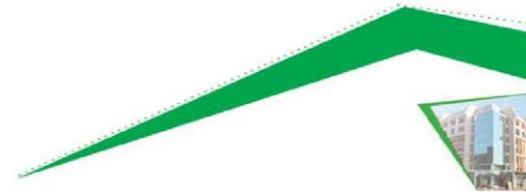
Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").

SL 04.08 WORK ON SUNDAYS AND PUBLIC HOLIDAYS

- (a) A worker may only work on a Sunday or public holiday to perform emergency or security work.
- (b) Work on Sundays is paid at the ordinary rate of pay.
- (c) A task-rated worker who works on a public holiday must be paid –
 - (i) the worker's daily task rate, if the worker works for less than four hours;
 - (ii) double the worker's daily task rate, if the worker works for more than four hours.
- (d) A time-rated worker who works on a public holiday must be paid –
 - (i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;
 - (ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.

SL 04.09 SICK LEAVE

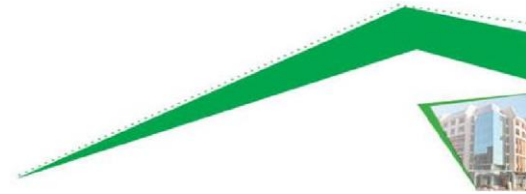
- (a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
- (b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
- (c) A worker may accumulate a maximum of twelve days' sick leave in a year.
- (d) Accumulated sick-leave may not be transferred from one contract to another contract.



- (e) An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave. (f) An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
- (g) An employer must pay a worker sick pay on the worker's usual payday.
- (h) Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
- (i) absent from work for more than two consecutive days; or
- (ii) absent from work on more than two occasions in any eight week period.
- (i) A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.
- (j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.

SL 04.10 MATERNITY LEAVE

- (a) A worker may take up to four consecutive months' unpaid maternity leave.
- (b) A worker is not entitled to any payment or employment-related benefits during maternity leave.
- (c) A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
- (d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
- (e) A worker may begin maternity leave –
- (i) four weeks before the expected date of birth; or
- (ii) on an earlier date –
- (1) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or
- (2) if agreed to between employer and worker; or
- (iii) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.



- (f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
- (g) A worker who returns to work after maternity leave, has the right to start a new cycle of twenty-four months' employment, unless the SPWP on which she was employed has ended.

SL 04.11 FAMILY RESPONSIBILITY LEAVE

- (a) Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances

-

- (i) when the employee's child is born;
- (ii) when the employee's child is sick;
- (iii) in the event of the death of –
 - (1) the employee's spouse or life partner
 - (2) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling

SL 04.12 STATEMENT OF CONDITIONS

- (a) An employer must give a worker a statement containing the following details at the start of employment –
 - the employer's name and address and the name of the (i) SPWP;
 - (ii) the tasks or job that the worker is to perform;
 - (iii) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;
 - (iv) the worker's rate of pay and how this is to be calculated;
 - (v) the training that the worker may be entitled to receive during the SPWP.
- (b) An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
- (c) An employer must supply each worker with a copy of the relevant conditions of employment contained in this specification.
- (d) An employer must enter into a formal contract of employment with each employee. A copy of a pro-forma is attached at the end of this specification.

SL 04.13 KEEPING RECORDS



- (a) Every employer must keep a written record of at least the following –
 - (i) the worker's name and position;
in the case of a task-rated worker, the number of tasks
 - (ii) completed by the worker;
in the case of a time-rated worker, the time worked by the
 - (iii) worker;
- (iv) payments made to each worker.

The employer must keep this record for a period of at least three years after the completion of the SPWP.

(b)

SL 04.14 PAYMENT

- (a) A task-rated worker will only be paid for tasks that have been completed.
- (b) An employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the contractor having submitted an invoice to the employer. Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (c) A time-rated worker will be paid at the end of each month and payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
- (d) Payment in cash or by cheque must take place –
 - (i) at the workplace or at a place agreed to by at least 75% of the workers; and
 - (ii) during the worker's working hours or within fifteen minutes of the start or finish of work;
- (e) All payments must be enclosed in a sealed envelope which becomes the property of the worker.
- (f) An employer must give a worker the following information in writing –
 - (i) the period for which payment is made;
 - (ii) the number of tasks completed or hours worked;
 - (iii) the worker's earnings;
 - (iv) any money deducted from the payment;
 - (v) the actual amount paid to the worker.
- (g) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it.



- (h) If a worker's employment is terminated, the employer must pay all monies owing to that worker within one month of the termination of employment.

SL 04.15 DEDUCTIONS

- (a) An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
- (b) An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
- (c) An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
- (d) An employer may not require or allow a worker to –
- (i) repay any payment except an overpayment previously made by the employer by mistake;
 - (ii) state that the worker received a greater amount of money than the employer actually paid to the worker; or
 - (iii) pay the employer or any other person for having been employed.

SL 04.16 HEALTH AND SAFETY

- (a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe and that all legal requirements regarding health and safety are strictly adhered to.
- (b) A worker must:
- (i) work in a way that does not endanger his/her health and safety or that of any other person;
 - (ii) obey any health and safety instruction;
 - (iii) obey all health and safety rules of the SPWP;
 - (iv) use any personal protective equipment or clothing issued by the employer;
 - (v) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager.

SL 04.17 COMPENSATION FOR INJURIES AND DISEASES

- (a) It is the responsibility of employers to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.



- (b) A worker must report any work-related injury or occupational disease to their employer or manager.
- (c) The employer must report the accident or disease to the Compensation Commissioner.
- (d) An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.

SL 04.18 TERMINATION

- (a) The employer may terminate the employment of a worker provided he has a valid reason and after following existing termination procedures.
- (b) A worker will not receive severance pay on termination.
- (c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.
- (d) A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
- (e) A worker who does not attend required training events, without good reason, will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24month period.

SL 04.19 CERTIFICATE OF SERVICE

- (a) On termination of employment, a worker is entitled to a certificate stating –
 - (i) the worker's full name;
 - (ii) the name and address of the employer;
 - (iii) the SPWP on which the worker worked;
 - (iv) the work performed by the worker;
 - (v) any training received by the worker as part of the SPWP;
 - (vi) the period for which the worker worked on the SPWP;
 - (vii) any other information agreed on by the employer and worker.

SL 05 EMPLOYER'S RESPONSIBILITIES



The employer shall adhere to the conditions of employment as stipulated in the *Code of Good Practice for Employment and Conditions of Work for Special Public Works Programmes*. Over and above the conditions stipulated above, he shall be responsible to:

- (a) formulate and design a contract between himself/ herself and each of the recruited youth workers, ensuring that the contract does not contravene any of the Acts stipulated in South African Law, e.g. Basic Conditions of Employment Act, etc. (A copy of a pro-forma contract is attached at the end of this specification);
- (b) screen and select suitable candidates for employment from the priority list of youth workers provided by the Umsobumvu Youth Fund (UYF);
- (c) ensure that the recruited youth workers are made available to receive basic life skills training which will be conducted and paid for by the Umsobumvu Youth Fund;
- (d) ensure that all youth workers receive instruction on safety on site prior to them commencing with work on site;
- (e) ensure that all youth workers are covered under workmen's compensation for as long as they are contracted to the contractor. Payment to the Compensation Commissioner shall be the responsibility of the contractor;
- (f) assist in the identification and assessment of potential youth workers to undergo advanced technical training in respective trades;
- (g) test and implement strict quality control and to ensure that the health and safety regulations are adhered to;
- (h) provide all youth workers with the necessary protective clothing as required by law for the specific trades that they are involved in.
- (i) provide overall supervision and day-to-day management of youth workers and/or sub-contractors; and
- (j) ensure that all youth workers are paid their wages on time through a pre-agreed payment method as stipulated in the contract with the youth worker.

SL 06 PLACEMENT OF RECRUITED YOUTH WORKERS

Employers will be contractually obliged to:

- (a) employ youth workers from targeted social groups from the priority list provided by the Service Provider/ Umsobumvu Youth Fund.
- (b) facilitate on-the-job training and skills development programmes for the youth workers;
- (c) achieve the following minimum employment targets:
 - (i) 100% people between the ages of 18 and 35
 - (ii) 60% women;



- (d) (iii) 2% people with disabilities.
brief youth workers on the conditions of employment as specified in sub clause SL 04.09 above;
- (e) enter into a contract with each youth worker, which contract will form part of the Employment Agreement;
- (f) allow youth workers the opportunity to attend life skills training through DOL. This shall be arranged at the beginning of the contract;
- (g) ensure that payments to youth workers are made as set out in sub clauses SL 04.14 and SL 04.15 above.
- (h) set up of personal profile files as prescribed by Service Provider and as set out in sub clause SL 04.13 above.
- (i) in addition to (h) - a copy of the I.D;
 - qualifications;
 - career progress;
 - EPWP Employment Agreement, and
 - list of small trade tools;

must be included in the youth worker's personal profile file.

SL 07 TRAINING OF YOUTH WORKERS

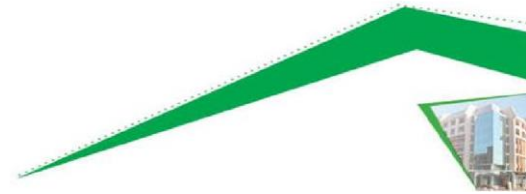
Three types of training are applicable, namely

- Life skills;
- On the job training and
- Technical Skills training.

Training will be implemented by training instructors accredited by DOL and/or CETA
:

- Youth workers shall be employed on the projects for an average of 6 months.
- Youth workers shall be deployed on projects in the vicinity of their homes. The same arrangements as for other workers regarding accommodation, subsistence and travel shall be applicable to youth workers.

- (a) Life skills training



All youth workers are entitled to undergo life skills training. Training of this module will be flexible enough to meet the needs of the employer. Training should take place immediately after site hand-over and during the period of site establishment and pre-planning before actual construction starts, alternatively this will be spread over the duration of the contract period. The contractor will be required to work closely with the person to schedule the training sessions so that the timing of the training is aligned with the contractor's work schedule and his demand for workers.

(b) On-the job training

The Employer shall provide youth workers with on-the-job training to enable them to fulfil their employment requirements. The employer shall also be expected to closely monitor the job performance of youth workers and shall identify potential youth workers for skills development programmes.

(c) Technical skills training

The Employer shall assist in identifying youth workers for further training. These youth workers will undergo further technical training to prepare them for opportunities as semi-skilled labourers.

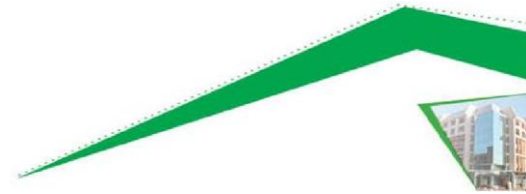
Such training will comprise of an off-site theoretical component and practical training on-site. The contractor will be responsible for on-site practical work under his supervision. Youth workers who graduate from the first phase of the training programme will be identified and given opportunities to register for skills development programmes. These can ultimately result in an accredited qualification. The programme will consist of theoretical instruction away from the construction site as well as on-site practical work under the supervision of the employer. Candidates will be entitled to employment to complete all training modules.

SL 08 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA

SL 08.01 PREAMBLE

The *Code of Good Practise for Employment and Conditions of Work for Special Public Works Programmes* encourages:

- optimal use of locally-based labour in a Special Public Works Programme (SPWP);
- a focus on targeted groups which consist of namely youth, consisting of women, female-headed households, disabled and households coping with HIV/AIDS; and
- the empowerment of individuals and communities engaged in a SPWP through the provision of training.



SL 08.02 BENEFICIARY (YOUTH WORKERS) SELECTION CRITERIA

- (a) The youth workers of the programmes should preferably be nonworking individuals from the most vulnerable sections of disadvantaged communities who do not receive any social security pension income. The local community must, through all structures available, be informed of and consulted about the establishment of any EPWP – NYS
- (b) In order to spread the benefit as broadly as possible in the community, a maximum of one person per household should be employed, taking local circumstances into account.
- (c) Skilled artisans from other areas may be employed if they have skills that are required for a project and there are not enough persons in the local communities who have those skills or who could undergo appropriate skills training. However, this should not result in more than 20% of persons working on a programme not being from local communities.
- (d) Programmes should set participation targets for employment with respect to youth, single male- and female-headed households, women, people with disabilities, households coping with HIV/AIDS, people who have never worked, and those in long-term unemployment.
- (e) The proposed targets as set out in sub clause SL 06 (c)
 - 55% youth from 18 to 35 years of age;
 - 55% women;
 - 2% disabled.

SL 09 CONTRACTUAL OBLIGATIONS IN RELATION TO YOUTH LABOUR

The youth workers to be employed in the programme (EPWP-NYS) shall be directly contracted to the employer. Over and above the construction and project management responsibilities, the employer will be expected to perform the tasks and responsibilities as set out in clause SL 05 above.

SL 10 PROVINCIAL RATES OF PAY

It is stipulated that youth workers on the EPWP-NYS receive a minimum of R 1 000 per month whilst working and R 600 per month whilst on training in ALL provinces. Should youth workers be attending training whilst employed by the contractor, the contractor will still be responsible for payment to the youth worker whilst at training.

SL 11 MEASUREMENTS AND PAYMENT

The number of youth workers specified for this contract that will receive life skills training is 50 and technical training is 50



SL 11.01 **PAYMENT FOR TRAINING OF YOUTH WORKERS**
(TARGET:- N/A YOUTH WORKERS)

SL 11.01.01 Skills development and Technical training for youth workers for an average of 10 days(Prov.Sum).....Unit: R/youth worker
The above item is only applicable if DoL does not fund the Technical Training PRIOR to site handover.

SL 11.01.02 Penalty due to not meeting the target as in SL 11.01.01.....Unit: Youth worker
LESS R N/A per youth worker

SL 11.02 **PAYMENT FOR TRAVELLING AND ACCOMMODATION DURING OFF-SITE TRAINING**

SL 11.02.01 **Life skills training for 26 days:**

01 Travelling (based on 50 km/youth worker)Unit: km
02 Accommodation.....(Prov.Sum).....Unit: R/youth worker
Profit and
03 attendance.....Unit: %

SL 11.02.02 **Skilled development and Technical training:**

01 Travelling (based on 50 km/youth worker)Unit: km
02 Accommodation.....(Prov.Sum).....Unit: R/youth worker
Profit and attendance
03 Unit: %

The units of measurement for sub items SL 11.02.01 (01) and SL 11.02.02 (01) above shall be the distance travelled in km by the youth worker trained off site. The tendered rate shall include full compensation to safely transport the youth workers to and from the training venue/s.

The unit of measurement for sub items SL 11.02.01 (02) and SL 11.02.02 (02) above shall be the amounts in Rand expended for accommodation and daily meal allowances for the youth workers trained off site that must be arranged by the contractor. Amounts quoted shall be corrected according to re-measurement based on actual invoices.



The tendered percentages under sub items SL 11.02.01 (03) and SL 11.02.02 (03) will be paid to the contractor on the value of each payment pertaining to the accommodation and advance meal allowances to cover his expenses in this regard.

SL 11.03 **ALTERNATIVE WORKERS FOR THE PERIOD OF OFF-SITE TRAINING**

SL 11.03.01 Life skills training for 26 days Unit: worker-days

SL 11.03.02 Skilled development and Technical training for youth workers for (.....) days..... Unit: worker-days

The unit of measurement shall be the number of youth workers replaced while in training multiplied by the number of days absent from the site.

The rates tendered shall include full compensation for additional replacement labour during periods of off-site training.

SL 11.04 **EMPLOYMENT OF YOUTH WORKERS**

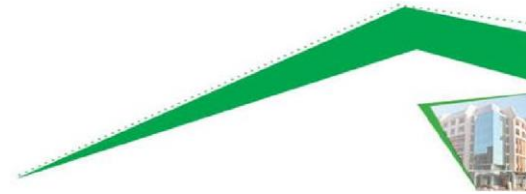
SL 11.04.01 Employment of youth workers.....(Prov.Sum)¹/₄.Unit: R/ worker-month

The unit of measurement shall be the number of youth workers at the statutory labour rates of R multiplied by the period employed in months and the rate tendered shall include full compensation for all costs associated with the employment of youth workers and for complying with the conditions of contract. The cost for the training shall be excluded from this item. This item is based on 6 months appointment for youth workers.

SL 11.05 **PROVISION OF EPWP DESIGNED OVERALLS TO YOUTH WORKERS**

SL 11.05.01 Supply EPWP designed overalls to youth workers (Prov.Sum).....Unit: R
Youth worker overalls should be orange (top and bottom) as per EPWP specification with the exception of Correctional Services contracts where the youth workers top would be blue and the bottom orange.

SL 11.05.02 Profit and attendance..... Unit: %



An amount has been provided in the Schedule of Quantities under sub item SL 10.05.01 for the supply of EPWP designed overalls, as per the specification provided by the EPWP unit, arranged by the Service Provider. The Engineer will have sole authority to spend the amounts or part thereof. The tendered percentage under sub items SL 10.05.02 will be paid to the contractor on the value of each payment pertaining to the supply of overalls to cover his expenses in this regard.

SL 11.06 PROVISION OF SMALL TOOLS FOR YOUTH WORKERS

SL
11.06.01 Provide all youth workers with prescribed tools for their respective trades. Specification for the mentioned tools to be provided by the EPWP-NYS Service Provider. These tools will become the property of the youth worker after the completion of the programme.....(Prov.Sum)....Unit: R 500-00 /youth worker

SL
11.06.02 Profit and attendance..... Unit: %

SL 11.07 APPOINTMENT OF YOUTH TEAM LEADER/S

SL
11.07.01 Appointment of (____) youth team leader/s for the duration of the contract..... (Prov.Sum)..... Unit: R / team leader

The Youth Team Leader will act as CLO/PLO to facilitate the project work between the youth workers and the contractor. Umsobumvu Youth Fund can assist with the sourcing of Youth Team Leader for employment by the contractor.

SL 11.08 LIAISON WITH SERVICE PROVIDER
.....Unit: hours

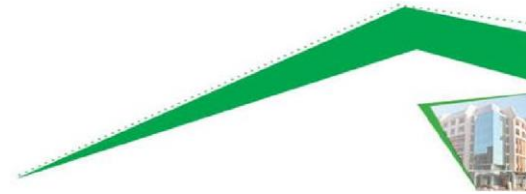
Reporting month: _____

Cell No: _____

Project Name: _____

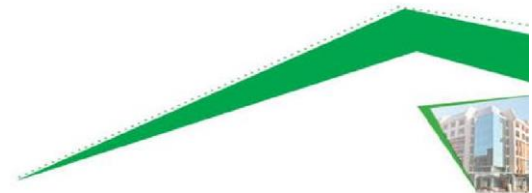
Surname: _____

First
Name: _____



IDENTITY NUMBER:

Day	Date	Time In	Signature	Time Out	Signature	Report On Any Formal Training Provided In The Reporting Month
WEEK 1						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 2						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 3						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
WEEK 4						
MONDAY						
TUESDAY						
WEDNESDAY						
THURSDAY						
FRIDAY						
Total Days worked						



HIV/STI COMPLIANCE REPORT



SPECIFICATION FOR HIV/AIDS AWARENESS

1 Scope

This generic specification contains requirements applicable to the reduction of the risk of transfer of the HIV virus between and among construction workers and the local community through the following four strategies:

- a) raising awareness about HIV/AIDS;
- b) providing construction workers with access to condoms;
- c) HIV counselling, testing and referral services; and
- d) Sexually Transmitted Infection diagnosis and treatment.

2 Normative references:

The following standard contains provisions that, through reference in this text, constitute provisions of this standard:

SANS 4074 ISO 4074, *Condom Rubbers*

3 Definitions and Abbreviations

3.1 Definitions

Construction Worker: all persons in the employ of the contractor or in the employ of any of the subcontractors contracted by the contractor.

Local Community: the communities' local to the site which are most likely to have contact with the construction worker and, in particular, sex workers in those communities.

Service provider: the natural or juristic person recognised by the South African Department of Health as specialist in conducting Aids Awareness Programmes.

3.2 Abbreviations

STI: Sexually transmitted infection

HIV: Human Immunodeficiency Virus

AIDS: Acquired Immune Deficiency Syndrome

4 Objectives

The objectives are to:



- a) reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) promote early diagnosis; and
- d) assist affected individuals to access care and counselling.

5 Requirements

5.1 General requirement

The contractor shall, in order to satisfy the objectives stated in 4:

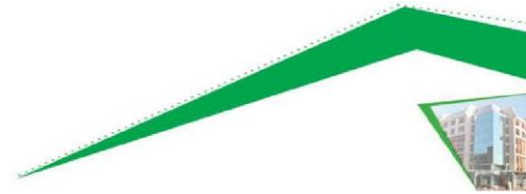
- a) make condoms complying with the requirements of SABS ISO 4074 available to all construction workers at readily accessible points on the site, suitably protected from the elements, for the duration of the contract;
- b) either place and maintain HIV/AIDS awareness posters of size of not less than A1 in areas which are highly trafficked by construction workers, or provide construction workers with a pamphlet, in languages largely understood by construction workers, which
- c) encourage voluntary HIV/STI testing;
- d) provide information concerning counselling, support and care of those that are infected services; and
- e) comply with the requirements of 5.2.

The provisions of 5.1 c) and d) do not apply to this contract.

5.2 HIV awareness programme

5.2.1 The contractor shall:

- a) engage a qualified service provider as described in the scope of works to conduct an HIV Awareness Programme which is structured to achieve the outcomes stated in 5.2.3 for contract workers as soon as a construction workers camp is established and populated or, where no such camp is established, within two weeks of the commencement of a significant portion of the works and at subsequent intervals, if any, provided for in the scope of works; and
- b) Arrange for, provide a suitable venue, and instruct all construction workers to attend the HIV Awareness Programme and notify the Employer's Representative of the date, time and venue whenever a session with construction workers is conducted.



Note: The National Department of Public Works maintains a list of qualified service providers

5.2.2 The contractor shall do nothing to dissuade construction workers from attending such an HIV Awareness Programme and shall take all reasonable steps to ensure that a minimum of 90% of construction workers engaged in the works attend such a programme, when it is conducted.

5.2.3 The outcomes of the HIV Awareness Programme shall as a minimum, result in contract workers exposed to such a programme being able to:

- a) communicate the existence of problems of HIV and be able to outline the consequences of transmission of HIV to or from the local community;
- b) recall and communicate the mode of HIV transmission and preventative measures including the proper use of the condom.

HIV/STI COMPLIANCE REPORT

Pro-forma reporting format in terms of the SPECIFICATION FOR HIV/AIDS AWARENESS

SCMU number:			
Payment number:	Claim by	Period covered payment claim:	

1. Distribution of condoms (briefly describe where and how condoms are distributed).

2. Posters / pamphlets (briefly describe where posters were placed / how pamphlets were distributed).



3. Voluntary testing (briefly describe the actions taken / information provided to promote testing).			
4. Counselling, support and care (summarise information provided).			
5. HIV awareness programme (briefly describe action).			
6. Schedule of construction workers exposed to the HIV awareness programme.			
Name	<u>Identity number</u>	Trade / <u>occupation</u> <u>on</u>	Name of <u>employer</u>



I hereby declare the above to be a true reflection of actions taken to ensure compliance with the specification.

For Contractor: **Employer's** **representative:**

Name: Name:.....

Signature: Signature:.....

Date : Date.....



Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

1 Scope

This specification establishes a key performance indicator in the form of a contract skills development goal (CSDG) relating to the structured work learning component of occupational or professional learning, which enables learners to make measurable progress towards the attainment of:

- a) a part or full occupational qualification registered on the National Qualification Framework,
- b) a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012);
- c) a national diploma registered on the National Qualification Framework; or
- d) Registration in a professional category by a recognized professional body or statutory council.

in the delivery, maintenance and operation of infrastructure through the performance of professional service, service, supply or engineering and construction works contracts or an order associated with such a contract.

This specification sets out the methods by which the key performance indicator is established, measured, quantified and verified in the performance of the contract or the execution of an order.

NOTE This specification can be applied to contracts or to orders (call-offs) issued in terms of framework agreements. Framework agreements are well suited to situations in which long term relationships are entered into. They offer flexibility in attaining contract skills development goals as requirements can be adjusted from one order to another, thus allowing key performance indicators to be improved upon over time.

2 Terms and definitions

For the purposes of this document, the following terms and definitions apply:

Allowance

Amount provided for in the contract or an order by the employer relating to one or more of the following:

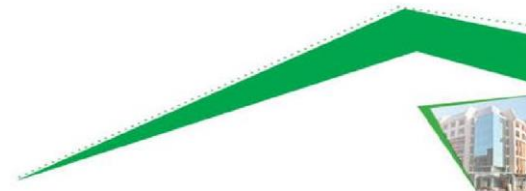
- a) the performance by the contractor of work or services that are foreseen but cannot be accurately specified at the time that the contract was entered into or the order issued;
- b) work or services to be performed, or goods provided, by a subcontractor who is either nominated by the employer or is selected by the employer in consultation with the contractor after the award of the contract or the issuing of an order;
- c) provision for price adjustment for inflation; or
- d) other budgetary provisions intended to cover the employer's contractual risks

Artisan

a person who has been certified as competent to perform a listed trade in accordance with Section 26B of the Skills Development Act of 1998 (Act No. 97 of 1998)

Black people

a generic term which means Africans, Coloureds and Indians and who are citizens of the Republic of South Africa:



- a) by birth or descent; or
- b) by naturalisation before 27 April 1994 or on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalisation prior to that date

Candidate

a person who is registered in a category of registration which ultimately leads to registration in a professional category by a statutory council in terms of their founding legislation

Class of construction works the class of construction works referred to in Schedule 3 of the Construction Industry Development Regulations 2004 as amended and published in terms of the Construction Industry Development Board Act of 2000 (Act 38 of 2000)

Contract amount

Financial value of the contract at the time of the award of the contract or the issuing of an order, excluding all allowances and expenses and value added tax

Contract skills development goal (CSDG)

the number of hours of skills development opportunities that a contractor contracts to provide in relation to work directly related to the contract or order up to:

- a) completion in the case of a professional service contract;
- b) the end of the service period in the case of a service contract;
- c) completion (state of readiness for occupation of the whole works although some minor work may be outstanding) in the case of an engineering and construction works contract; and
- d) the delivery date for all the work required in terms of the supply contract

Contractor

Person or organization that contracts to provide the goods, services or engineering and construction works covered by the contract

Employer

Person or organization intending to or entering into the contract with the contractor for the provision of goods, services, or engineering and construction works

Employer's representative

Person authorized to represent the employer in terms of the contract

Engineering and construction works contract

Contract for the provision of a combination of goods and services arranged for the development, extension, refurbishment, rehabilitation or demolition of a fixed asset, including building and engineering infrastructure

Expenses

Costs incurred by the contractor in the performance of the contract or order which are in terms of the contract recoverable from the employer



Framework agreement

an agreement between an organ of state and one or more contractors, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged.

Mentor

a qualified, experienced and, in the case of professionals, registered person, designated to guide a learner or candidate through a structured work experience learning component of a learning programme required for the acquisition of a part or full qualification or professional designation

Occupational qualification

Occupational qualification registered on the National Qualifications Framework Act (Act No 67 of 2008)

Order

an instruction to provide goods, services or any combination thereof under a framework agreement

Part qualification

an assessed unit of learning that is registered on the National Qualifications Framework as part of an occupational qualification

Professional category

a category of registration identified in Table 1 or such other category recognised by the Employer in the application of this specification

Table 1: Categories of registration

Profession	Category of registration	Act
Architectural	Architect, Senior Architectural Technologist, Architectural Technologist or Architectural Draughtsperson	Architectural Profession Act of 2000 (Act No. 44 of 2000)
Construction project management	Construction Project Manager	Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000)
Construction management	Construction Manager	
Engineering	Engineer, Engineering Technologist, Engineering Technician or Certificated Engineer	Engineering Profession Act of 2000 (Act No. 46 of 2000)
Landscape Architectural	Landscape Architect, Landscape Technologist, Landscape Technician or Landscape Assistant	Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000)
Quantity surveying	Quantity surveyor	Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000)
Scientists	Natural scientists	Natural Scientific Professions Act (Act No. 27 of 2003)
Surveying	Land surveyor, Engineering surveyor or Technician engineering surveyor	Professional and Technical Surveyors' Act (Act No. 40 of 1984)

**Professional service contract**

Contract for the provision of services with the skill and care normally delivered by professionals

Sector Education and Training Authority (SETA)

an institution established under section 9 of the Skills Development Act, Act 97 of 1998 and which has the responsibility under this Act to register learners on learning programmes

Service contract

Contract for the provision of labour or work, including knowledge-based expertise, carried out by hand or with the assistance of equipment and plant **Site**

Means the land or place made available by the employer, for the purposes of the contract or order, on, under, over, in or through which the works or services are to be executed

Skills development agency an agency which performs some or all of the functions set out in section 4.1.4.

Statutory council

a council as established under the

- a) South African Council for the Architectural Profession, established by the Architectural Profession Act of 2000 (Act No. 44 of 2000);
- b) South African Council for the Project and Construction Management Professions, established by the Project and Construction Management Professions Act of 2000 (Act No. 48 of 2000);
- c) Engineering Council of South Africa, established by the Engineering Profession Act of 2000 (Act No. 46 of 2000);
- d) South African Council for the Landscape Architectural Profession, established by the Landscape Architectural Profession Act of 2000 (Act No. 45 of 2000);
- e) South African Council for the Quantity Surveying Profession, established by the Quantity Surveying Profession Act of 2000 (Act No. 49 of 2000);
- f) South African Council for Professional and Technical Surveyors, established by the Professional and Technical Surveyors' of 2000 (Act No. 40 of 1984); or
- g) South African Council for Natural Scientific Professions, established by the Natural Scientific Professions Act (Act No. 27 of 2003):

Structured mentorship

Mentorship provided by a person who is registered in a suitable category of professional registration by a statutory council or professional body which leads and directs a candidate towards professional registration

Structured work experience learning component

component of learning in an occupational qualification or for professional designation whereby a learner is mentored by a qualified, and where required, registered mentor in the application and integration of the knowledge and practical skills learnt, under supervision, in the actual context of a workplace in accordance with the prescripts set by the relevant qualifying authority, professional body or statutory council.



Supervisor

a supervisor is a person in the particular workplace charged with the responsibility of allocating workplace tasks to a learner that are aligned to the prescriptions of their learning programme and of overseeing and reporting on that learning using a formally agreed record keeping system

Supply contract

Contract for the provision of goods and associated services including design

Work integrated learning

the workplace learning component required by learners completing a national diploma at a University of Technology or Comprehensive University.

3 Requirements

3.1 Contract skills development goal (CSDG)

3.1.1 The contractor shall attain or exceed the contract skills development goal in the performance of the contract or the execution of an order.

3.1.2 The contract skills development goal shall be not less than:

- a) the contract amount in millions of Rand multiplied by:
 - 1) the relevant number of hours per million Rand expenditure contained in Table 2 in the case of engineering and construction works contracts for the applicable class of construction works used in the application of the Construction Industry Development Regulations issued in terms of the Construction Industry Development Board Act of 2000; or
 - 2) 300 in the case of a service contract; or
 - 3) 100 in the case of a professional service contract or a supply contract; or
- b) the hours tendered in the preference schedule or the quantum agreed in the scope of work of the contract or order.

Example: The contract amount for an engineering and construction works contract in the GB class of construction works is R65,7 million. The contract skills development goal is $65,7 \times 250 = 16\,425$ hours.

Table 2: Number of hours per million Rand expenditure in an engineering and construction work contract

Class of construction works as identified in terms of Regulation 25(3) of the Construction Industry Regulations 2004		Number of hours per million Rand expenditure
Designation	Description	
CE	Civil engineering	125
CE or GB	Civil Engineering or general building	190
EE	Electrical engineering works (buildings)	125



EP	Electrical engineering works (Infrastructure)	125
GB	General building	250
ME	Mechanical engineering works	125
SB	Specialist	125

3.1.5 Where required in terms of the contract or order, a specified proportion of the learners and candidates shall be selected from a list of persons in the employ of the state contained in the scope of work of the contract or order under the terms and conditions embodied therein.

NOTE: The contract skills development goal can be achieved through the direct employment of persons who are developing skills that result in nationally accredited outcomes, through the engagement of subcontractors who employ such persons or, where specifically required, the provision of work place opportunities to employees of the state.

3.2 Achieving the contract skills development goal (CSDG)

3.2.1 The contractor shall achieve the measurable contract skills development goal by providing one or a combination of any of the following in relation to work directly related to the contract or order:

Method 1: structured work experience learning component opportunities for learners towards the attainment of a part qualification or a full occupational qualification;

Method 2: structured work experience learning component opportunities for apprentices or other artisan learners towards the attainment of a trade qualification leading to a listed trade (GG No. 35625, 31 August 2012) subject to at least 60% of the artisan learners being holders of public FET college qualifications;

Method 3: work integrated learning opportunities for University of Technology or Comprehensive University students completing their national diplomas;

Method 4: structured work experience opportunities for candidates towards registration in a professional category by a recognized professional body or statutory council.

3.2.2 No single method, except in the case of professional service contracts, shall contribute more than 75 percent of the contract skills development goal, Method 1 shall not contribute to more than 25 percent of the contract skills development goal in engineering and construction works or service contract and related orders.

3.2.3 Not more than one method may be applied to any individual in the calculation of the contract skills development goal.

NOTE: The principle is that an individual can only be counted once towards the CSDG.

3.3 Contract skills development goal credits

3.3.1 Credits towards the contract skills development goal shall be granted by summing the hours of opportunities provided in accordance with this specification.

3.3.2 No more than 8 hours may be claimed for any 24-hour period for any individual.

3.3.3 Contract skills development goal credits shall be reduced to the extent that they fail to comply with the requirements of this specification.



3.4 Denial of credits

Credits towards the contract skills development goal shall be denied should:

- a) the opportunities not be provided on site or the opportunities cannot be directly linked to the contract or order;
- b) the following not be provided:
 - 1) the required contract compliance baseline plan, an interim contract compliance report or a final contract compliance report;
 - 2) the required mentorship plan for a candidate;
 - 3) the required training plan for learners;
 - 4) the training reports covering a period; or
 - 5) the required records, specified documents and signatures;
- c) the structured mentorship be found not to be in accordance with the requirements of the applicable professional body, statutory council or qualifying authority;
- d) the structured work experience learning component be found not to be in accordance with the curriculum requirements of the part qualification or qualification or prescription for professional registration for which the learner is registered;
- e) conditions of employment and rates or allowances for learners not be in accordance with legislative provisions;
- f) the contractor does not maintain the required training records or an audit reveals that there is insufficient information to substantiate claims for credits; and
- g) a learner, learner artisan or candidate fails to present their credentials for assessment when they have, in the opinion of the mentor, sufficient structured work experience or structured mentorship to do so.

4 Compliance with requirements

4.1 General

4.1.1 The contractor shall submit to the employer's representative:

- a) within 30 days of the contract coming into effect or the issuing of an order, a contract compliance base line training plan (see Annex A) taking into account the skills mix and type of workers that are to be engaged;
- b) interim contract compliance training reports (see Annex A) at intervals which do not exceed 3 months;



- c) a final contract compliance training report (see Annex A) within 15 days of reaching completion, final delivery or the end of the service as relevant; and
- d) a report which provides a breakdown of the number of hours reported in each interim and in the final contract compliance report into black people and women and people with disabilities.

NOTE: The Code of Good Practice on Key Aspects of Disability in the Workplace issued in terms of Employment Equity Act No 55, OF 1998 provides guidance on establishing who people with disabilities are.

4.1.2 The contractor shall keep records of the name and identity number, hours worked, payments made to, registration particulars towards a part qualification or occupational qualification and particulars of opportunities offered to persons who are provided with work experience learning component opportunities which contribute to the contract skills development goal and any other training records required by or which demonstrate compliance with this specification. The contractor shall allow the employer's representative to inspect or audit such training records at any time within working hours.

4.1.3 The employer's representative shall undertake suitable random audits on records to confirm compliance with requirements.

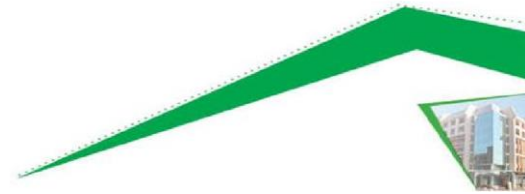
4.1.4 Where learners are sourced through a Skills Development Agency (SDA), the contractor shall enter into a contract agreement with one or more SDAs of their choice that is participating in the implementation of this specification to, as relevant:

- a) facilitate placement of learners for training opportunities;
- b) prepare training plans for registered learners, including details of the scope of experiential work to be covered and expected outcomes;
- c) register learners with the appropriate sector Education and Training Authority established in terms of the Skills Development Act of 2008 (Act 37 of 2008);
- d) manage all the employment functions of learners such as payment of stipends, contributions to the Unemployment Insurance Fund, Workman's Compensation, provision of personal protective clothing, trade specific tools, etc.;
- e) liaise with the training co-ordinators to monitor onsite training progress of learners;
- f) liaise with the training co-ordinators to arrange for summative assessments at appropriate stages of the training; and
- g) Liaise with the training co-ordinators to prepare reports for the employer or employer's representative.

4.2 Structured workplace learning opportunities for learners

4.2.1 Structured work experience learning component opportunities shall be aligned to the curriculum requirements set for the particular part or full occupational qualification or professional designation for which the learner is registered.

4.2.2 A responsible supervisor shall be appointed to allocate learning tasks, under the guidance of a qualified person, to learners in line with their training plans



4.2.3 Mentoring associated with structured work experience learning component for artisan learners shall be undertaken by an artisan qualified in the applicable trade with a minimum of 3 years of trade related experience. The number of artisan learners mentored by a single mentor shall, unless otherwise permitted by the National Artisan Moderation Body, not exceed 4 at any one time.

4.2.4 Mentoring associated with structured work experience learning component for learners leading to a part or an occupational qualification other than artisan learners shall be undertaken by a person qualified in the applicable discipline with a minimum of 3 years of experience.

4.2.5 The contractor or service provider shall submit to the employer's representative, in respect of each learner:

- a) within one month of commencing work directly related to the contract or order, a workplace training plan together with name of the learner's mentor and supervisor
- b) within three months of commencing work directly related to the contract or order:
 - 1) proof of registration as a learner with the relevant SETA; and
 - 2) a copy of the mentorship agreement entered into with the learner or the company mentorship agreement entered into with the relevant qualified agency;
- c) within two weeks of updating a workplace training plan, the revised workplace training plan; and
- d) a quarterly progress report and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the learner.

4.2.6 Learners shall be required by the mentor to complete training reports required by the relevant qualifying authority whenever a substantial activity or training period has been completed.

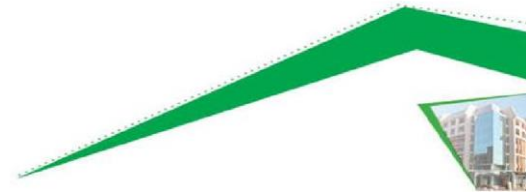
4.2.7 The mentor and supervisor shall sign off all reports and logbooks to allow the learner to move to other projects or employment and continue on the path towards qualification and, where relevant registration, where the work related to the contract ends for whatever reason prior to the learner gaining sufficient experience for final assessment.

4.3 Structured mentorship opportunities for candidates

4.3.1 Mentoring associated with structured work experience for candidates shall be in accordance with the prescripts of the relevant professional body or statutory council.

4.3.2 The contractor shall:

- a) appoint a supervisor who is actively engaged in work directly associated with the contract to issue tasks, oversee their implementation and provide input to the candidate on an on-going basis;
- b) identify a suitable mentor for the candidate, if such candidate does not have a mentor, who shall enter into a mentoring agreement with the candidate or the company as required by the professional body or statutory council; and
- c) issue each candidate with a portfolio of evidence file which is to be kept up to date with all the documentation issued or prepared including the workplace training plan and all revisions thereof as well as copies of the logbook entries and training period reports;



4.3.3 The mentor shall provide and update from time to time a workplace training plan for a candidate outlining the activities in which the candidate will be involved that includes activities required by the relevant statutory council. The mentor shall require candidates to maintain a logbook issued by the relevant statutory council. The mentor shall sign off such logbook at quarterly presentations and progress review meetings.

NOTE: The mentor should ensure where the duration of the contract or order exceeds the minimum time to register in a professional category of registration that candidates are exposed to the full range of activities and work towards assuming the full level of responsibility recommended by the relevant statutory council. This may require rotations and secondments.

4.3.4 The contractor or service provider shall submit to the employer's representative, in respect of each candidate:

- a) within one month of commencing work directly related to the contract or order:
 - 1) a workplace training plan together with name of the candidate's mentor and supervisor
 - 2) proof of registration as a candidate with the relevant professional body or statutory council; and
 - 3) a copy of the mentorship agreement entered into with the candidate or the company mentorship agreement entered into with a professional body or statutory council;
- b) within two weeks of updating a workplace training plan, the revised workplace training plan.
- c) a quarterly progress reports and a final report at the end of the structured mentorship period including a log of exposure and interactions with the mentor in sufficient detail to demonstrate compliance with requirements, signed off by the mentor, the supervisor and the candidate.

4.3.5 Candidates shall be required by the mentor to complete training reports required by the relevant statutory council whenever a substantial activity or training period has been completed.

4.3.6 The mentor and supervisor shall sign off all reports and logbooks to allow the candidate to move to other projects or employment and continue on the path towards registration where the work related to the contract ends for whatever reason prior to the candidate gaining sufficient experience for registration.

5 Records

5.1 The contractor shall submit all the documentation required in terms of clause 4 in a timely manner.

5.2 The employer's representative shall certify the value of the credits counted towards the contract skills development goal, if any, whenever a claim for payment is issued to the employer, and shall notify the contractor of this amount.

5.3 The contractor shall, upon termination of the opportunities provided in order to satisfy the contract skills development goal, certify the quantum and nature of the opportunity and submit the certificate, counter-certified by the relevant individual, to the employer's representative for record-keeping purposes.

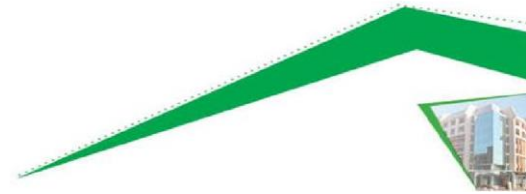


6 Sanctions

In the event that the contractor fails to substantiate that any failure to achieve the contract skills development goal was due to reason beyond the contractor's control which may be acceptable to the employer, the sanctions provided for in the contract or order shall apply.

Annex A: Skills compliance plans (Normative)

Skills compliance base line plan		
Name of contractor:		
Contact person:	Telephone:	
Address:	Cell phone:	
Email:		
Contract / order number:	Start date for contract / order:	
Contract title:		
Contract skills development goal (CSDG) (tick appropriate box)		
☐ Tendered / contracted CSDG = hours		
☐ Minimum CSDG calculated in accordance with standard		
Minimum CSDG calculated in accordance with the standard (complete only if applicable)		
Contract type (tick appropriate box):	Contract amount	
☐ professional service	excl VAT	R
☐ service	Less expenses (if any)	R
☐ engineering and construction works	Less allowances	R
CIDB Class of construction works, if applicable		
.....	Contract amount	R
Contract amount expressed in millions of Rand R m ①		
Number of hours per million Rand expenditure from sub-clause 3.1.2 of the <i>Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts</i> = ②		
Minimum contract skills development goal which the contractor is required to achieve (Gmin) = ① x ② = X = hours		



I intend achieving the CSDG as follows:

- ☐ **Method 1:** structured work experience learning component opportunities towards a part or a full occupational qualification hours
- ☐ **Method 2:** structured work experience learning opportunities for apprentices or other artisan learners hours
- ☐ **Method 3:** work integrated learning opportunities for University of Technology or Comprehensive University national diploma students hours
- ☐ **Method 4:** structured work experience opportunities for candidates towards registration in a professional category of registration hours
. hours

Total

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.

Signed

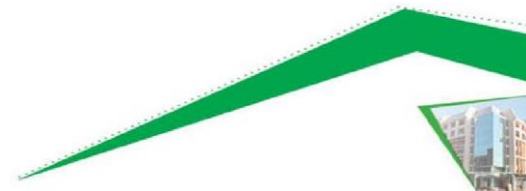
Date

Name

Position



Skills compliance report (tick appropriate box)				Date:				☐ Interim report ☐ Final report	
Name of contractor:									
Contact person:					Telephone				
Address:					Cell phone				
					email				
Contract / order number:					Start date for contract / order:				
Contract title:									
Contract skills development goal (CSDG) hours									
Method 1: structured workplace experience learning component opportunities towards a part or a full occupational qualification									
Employed by contractor									
Name	Identity or passport number	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours	
						Start	End		
Employed by subcontractor: (state name)									
Name	Identity or passport number	Cell or telephone number	Part or full occupational qualification NQF ref. no.	Student number	SETA with whom learner is registered	Dates for engagement on work related to contract		Total hours	
						Start	End		
Method 2: structured work experience learning component opportunities for apprentices or other artisan learners									
Employed by contractor									
Name	Identity or passport number	Cell or telephone number	Listed trade	National artisan learner data base registration number (where available)	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours	
						Start	End		



Employed by subcontractor: (state name)								
Name	Identity or passport number	Cell or telephone number	Listed trade	National artisan learner data base registration number	SETA with whom the learner is registered	Dates for engagement on works related to contract		Total hours
						Start	End	

				(where available)				

Method 3: work integrated learning opportunities for University of Technology (UOT) or Comprehensive University (CU) diploma students

Employed by contractor

Name	Identify or passport number	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract		Total hours
						Start	End	

Employed by sub-contractor

Name	Identify or passport number	Cell or telephone number	Diploma	Learner registration number	UOT/CU with whom the learner is registered	Date for engagement on contract		Total hours

Method 4: structured work experience opportunities for candidates towards registration in a professional category of registration

Employed by contractor

Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours
			Title	Registration number	Start	End	

Employed by subcontractor

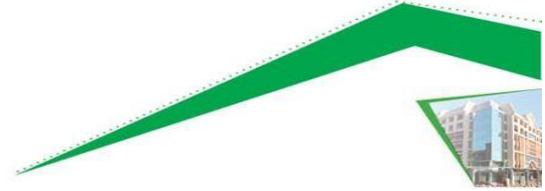
Name	Identity or passport number	Cell or telephone number	Statutory council particulars		Dates for engagement on work related to contract		Total hours



			Title	Registration number	Start	End	

The undersigned, who warrants that he / she is duly authorized to do so on behalf of the Contractor, confirms that the contents of this plan are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name	Position



Annex B: Incorporating this specification in a procurement document

B1 General

B1.1 The following clause should be added to the scope of work of a contract or order to establish requirements:
Skills development requirements

The contractor shall achieve in the performance of the contract the contract skills development goal established in the Department of Higher Education and Training's *Standard for developing skills that result in nationally accredited outcomes through infrastructure contracts (September 2012)*

Note: The term contractor may need to be changed to "consultant" or "professional service provider" depending upon the term that is used in the form of contract that is adopted. The term "performance of the contract" may need to be replaced with "execution of an order" where the scope of work forms part of an order.

B1.2 Where an employer requires that employees of the state be seconded to the contractor in order to be provided with work integrated learning opportunities, structured workplace experience opportunities or structured mentorship opportunities in accordance with the provisions of this standard, the following clause should be included in the scope of work:

The specified proportion of employees of the state is %. Work integrated learning opportunities / structured workplace experience opportunities / structured mentorship opportunities shall be offered to any of the persons identified in Annexure 1. Persons selected by the contractor from the list in Annexure 1 shall be seconded to the contractor under the following terms and conditions:

.....

NOTE: The annexure should inform the contractor of the opportunities which the named employees of the state require through the contract or order in order to attain a nationally accredited outcome.

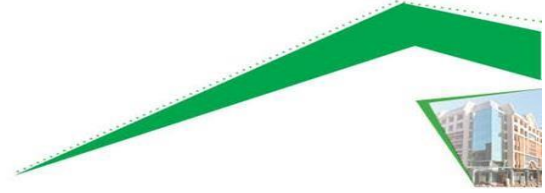
B2 Financial incentives

Financial incentives may be offered to contractors should they exceed a key performance indicator (KPI) in the performance a contract in the form of a contract skills development goal in accordance with the requirements of this standard which can be agreed to either through a negotiation process before or after a contract or order is awarded.

Financial incentives should not be confused for preferences for rewarding contractors for offering to achieve a deliverable and a financial penalty (low performance damages) for failing to deliver on obligations. The intention for offering financial incentives for the attainment of KPIs is to encourage, rather than coerce, the contractor to meet and exceed the employer's objectives.

Financial incentives can be formulated in a number of ways. The most common way is to make them linearly proportional to increases in contract participation goals. Stepped incentives may also be used. Consideration should be given to capping the quantum of the financial incentive.

Option X20 (Key Performance Indicators) of the NEC3 Engineering and Construction Contract, NEC3 Professional Service Contract and the NEC3 Term Service Contract makes provision for a contractor to be



paid an amount stated in an incentive schedule if the target stated for a key performance indicator is improved upon or achieved.

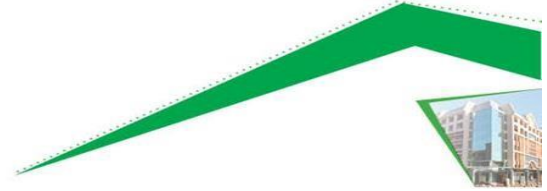
Additional conditions of contract need to be framed and included in the contract data where use is made of other forms of contract.

Note: Financial incentives are usually used where tenderers are not invited to tender contract skills development goals, but are required to accept a minimum contract skills development goal and are rewarded for performance beyond the minimum.

B3 Sanctions

Sanctions should be provided for in the contract in the event that the contractor fails to substantiate that any failure to achieve the contract participation goal was due to quantitative under runs, the elimination of items, or any other reason beyond the contractor's control which may be acceptable to the employer.

Appropriate action should be taken by employers against tenderers who are awarded contracts in preference to others on a fraudulent basis or against contractors who fail to achieve their contractual obligations relating to the development of skills. Employers have a number of sanctions and contractual remedies available to address such situations, including the in position of a financial penalty (low performance damages) more severe than the financial preference calculated at the time when tenders were evaluated or more severe than complying with contractual obligations or not awarding future orders in terms of framework agreements.



PROVINCE OF THE EASTERN CAPE:
DEPARTMENT OF PUBLIC WORKS &
INFRASTRUCTURE

SMME GUIDELINE AND SPECIFICATION

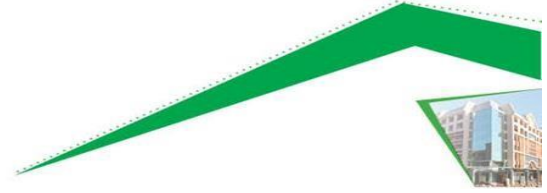
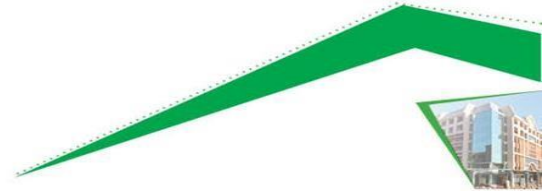


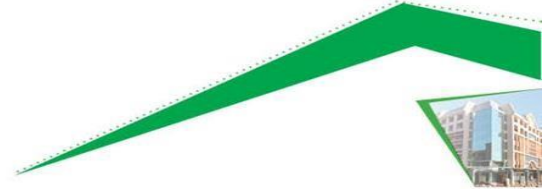
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ACRONYMS

SMME	Small, Medium and Micro Enterprise
PA	Principal Agent
CIDB	Construction Industry Development Board
EPWP	Expanded Public Works Programme
GB	General Building
DRPI	Department of Public Works & Infrastructure
SCM	SMME Construction Mentor
PM	Project Manager
PT	Project Team
PC	Principal Contractor
IP	Implementing Agent
SARS	South African Receiver of Revenue



INTRODUCTION

This document is designed for the execution of the DPWI Projects and is binding to the Principal Contractor and the SMME Contractor (hereinafter referred to as “SMME’s”). This document will form part of tender documents issued by the DPWI. The document is outlining the employment of all SMME’s as “Sub-Contractors” in the DPWI Project

1. PORTIONS OF WORK RESERVED FOR SMME's

The Department of Public Works & Infrastructure has allocated 30% (Thirty percent) of the contract sum excluding EPWP elements, Escalation and Contingencies, Provisional Sums, Preliminaries, and Contractor’s markup. The allocated portion of 30% percent will be further split into two portions combining local SMME’s and ICDP contractors (80% local SMME’s and 20% ICDP Contractors).

The targeted percentage must be achieved by the Principal Contractor. The department through its various sections, i.e. Buildings and EPWP, shall monitor the Principal Contractor to ensure that the targeted percentage is achieved.

2. WORK PACKAGES

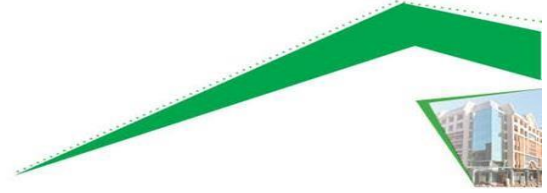
2.1 All SMME's that are eligible to tender must comply with the classes of works as set out in the CIDB Regulations.

2.2 All Work Packages will be divided in accordance with Building Trades as set out in the Bills of Quantities, eg. Earthworks, Masonry, Painting, Plastering, Concrete, Formwork & Reinforcement and Carpentry & Joinery, etc.

2.3 Other trades that also form part in the building project will also be considered. These may include: Fencing, Civil, Electrical, etc.

2.4 The Department of Public Works & Infrastructure, Consultant Quantity Surveyor and Principal Agent shall meet and formulate all work packages in accordance with trades prescribed in the Bills of Qualities. This will be done prior to documents going out on tender.

3. PROCUREMENT STRATEGY OR TENDERING PROCEDURE



3.1 The Principal Contractor shall employ SMME's to the extent specified in the tender document or as negotiated with the Principal Contractor upon award.

3.2 The DPWI has established a developmental SMME programme with a sole mandate of capacitating their businesses to the higher grades, the programme is called Integrated Contractor Development. During this process ward- based contractors and business forums will also be considered to participate. The DPWI encourages all interested businesses to be assessed and graded according to their classes of works, specialization and capabilities using the CIDB system of grading.

3.3 The database consisting of SMMEs in the ward will be issued to the principal contractor by the social facilitator or the DPWI upon request.

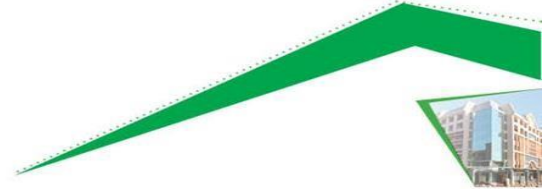
3.4 Upon receiving the list, the Principal Contractor will only invite SMME's on the list. Any challenges encountered during the invitation should be reported back to the Department and Project Steering Committee.

3.5 The Principal Contractor shall sign a N/S Sub-Contract agreement for each work package with the successful SMME.

3.6 The Principal Contractor shall assist and monitor the SMME's with their work output and quality.

3.7 SMME's shall be required to comply with the following tender conditions (similar to Principal Contract Conditions):

- Penalties for late completion will be enforced
- Tenderers to tender within their CIDB category grade only
- Late tenders will not be accepted
- Failure to complete all supplementary information and the RETURNABLE SCHEDULES may result in the tender being deemed null and void (eliminated)
- Tenderers must submit an original SARS Tax Clearance Certificate or PIN with their tender, in order to be considered
- Tenderers must submit proof of registration with Workman's Compensation with their Tender.



5. ASSISTANCE TO THE SMME's BY THE PRINCIPAL CONTRACTOR

5.1 The Principal Contractor shall be responsible for ensuring that prospective SMME's fully comprehend the:

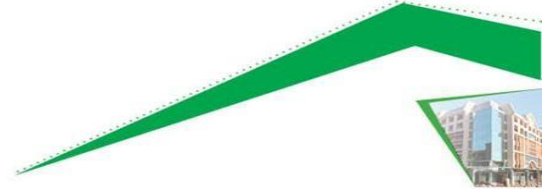
- Implications of the liabilities and responsibilities inherent in the sub-contract into which the SMME intends entering.
- Implications of the tendered rates
- Scope and extent of works included in the contract
- Proper procedures for the submission of the tender[s]
 - Proper procedures and basis on which tenders will be adjudicated and the sub- contracts awarded.

5.2 The Principal Contractor shall, in addition to the requirements of the relevant sub-clause of the applicable form of contract, teach, guide, assist and mentor all eligible potential SMME's wishing to submit tenders, in the proper completion and submission of their particular tenders, provided always that such assistance, guidance and mentoring by the Principal Contractor shall,

- Be given at a level and to the extent which is commensurate with the particular basic level of sub-contract applicable, due cognizance being taken of the capability for the particular level if sub-contract is applicable
- Be given in a manner which is neither prescriptive, dictatorial, nor coercive towards the party wishing to submit the tender
- Be given in a manner which does not unfairly prejudice or favor any particular eligible party wishing to submit a tender

6. PRICING BY PRINCIPAL CONTRACTOR

6.1 The Principal Contractor is required to carefully take into cognizance the item under Preliminaries (refer to Section **C133: EMPLOYMENT OF SMME CONTRACTORS AS "SUBCONTRACTORS" TO THE PRINCIPAL CONTRACTOR**)



The Principal Contractor must therefore price for Management, Supervision, financial Assistance and Quality of Work (done by SMME's) in his tender.

6.2 The Principal Contractor will be required to give the subcontractor (appointed local SMMEs and ICDP Contractors) reasonable access to the site, including space for him to erect such temporary offices and storage sheds as he may require, and the use of toilet facilities. He will also be required to provide him, at no cost, with lighting, water, and single phase electric power to a point not more than 50 meters of the place where the subcontract work is to be carried out as stipulated in the JBCC N/S Subcontract Agreement.

7. ADJUDICATION

7.1 The Principal Contractor shall receive all tenders at a location identified by him, with all sealed tender submissions being placed in a proper tender box for this purpose.

7.2 All tenders received shall be evaluated by the Principal Contractor, DPWI and Quantity Surveyor for final approval.

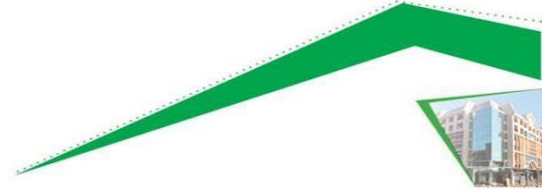
7.3 The Principal Agent shall have the right to interview any tenderer for the purpose of:

- Clarifying any aspect of the tender
- Verifying the eligibility of the tenderer
- Querying abnormally high or low rates and prices, and
 - Clarifying rates and prices which are not in balance with other tendered rates and prices

7.4 The correction of obvious errors shall be carried out in accordance with the requirements of the CIDB Conditions of Tender

7.5 The Principal Contractor shall be prepared to explain the process of adjudication to all Tenderers and motivate the method of award, as may be necessary.

7.6 After the award, the DPWI reserves the right to review the transparency of the Principal Contractor's SMME sub-contracting and award process.



8 PRINCIPAL CONTRACTOR'S OBLIGATIONS TO SUB-CONTRACTED SMME's

The Principal Contractor shall, in a fulltime basis, closely mentor, manage and supervise all SMME's and shall manage, guide and assist each SMME in all aspects of management, execution and completion of his/her sub-contracts.

The Principal Contractor shall provide additional developmental support initiatives to Potential Emerging Status SMME's that are recommended for appointment. Such development support shall be determined by conducting needs analysis and approved by DPWI.

The support by the Principal Contractor shall include, but not limited to, Mentorship, Training, Financial Assistance, and Management Support in the improvement of Performance and Quality of Work and all other Construction Management Services required.

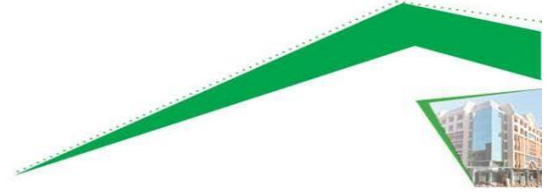
This shall typically, include the on-site productivity planning and management of:

8.1 Materials Management: This includes, assisting the SMME's in planning their material requirements per stage, ordering the correct materials, preventing over usage (wastage) and under usage of required materials and ensuring that the material suppliers invoice the correct materials and ensuring the effective integration with the material supplier.

8.2 Quality Management: This includes, creating templates for quality management, to be approved by the Principal Agent and ensuring that the SMME's build to the required quality standards as per specifications.

8.3 Health & Safety Management: This includes training the SMME's in compiling the Occupational Health and Safety File, ensuring the SMME's are compliant, in the form of PPE, safety registers, updating of files and general site safety. The Principal Contractor will mentor and assist SMME's on the induction of labour.

The extent and level of such management, guidance and assistance, to be provided by the Principal Contractor, shall be commensurate with the basic level of sub-contract applicable and shall be directed at enabling the SMME's to achieve the successful execution and completion of their sub-contract[s]. Payment to the Principal Contractor for such on-going assistance is deemed included in the rate tendered for the administrative cost of SMME's and or mark-up provision allowed for the various SMME work packages, such support and mentorship shall form part of the monthly reporting by the Principal Contractor to DPWI.



9. QUALITY OF WORK AND PERFORMANCE OF THE SMME's

If the SMME's, in the opinion of the Principal Contractor, fails to comply with the criteria as listed below, the Principal Agent shall issue a written warning to the Principal Contractor, stating all the areas of non-compliance. A copy of the letter of warning shall be forwarded to the DPWI.

These criteria are as follows:

- 9.1 Acceptable standard of works as set out in the specifications in the subcontract tender document
- 9.2 Progress in accordance with the time constraints in the SMME's tender documents
- 9.3 Punctual and full payment of the workforce and suppliers
- 9.4 Site safety
- 9.5 Environmental impacts

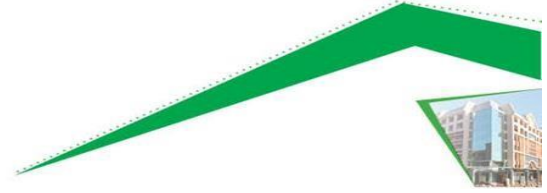
The Principal Contractor shall be fully liable for the quality of work done by SMME's as if that work is done by the Principal Contractor. All work is to be done according to the specification as specified in the tender document.

The SMME's shall have 21 days from the date of receipt of the letter of warning by the Principal Contractor to satisfactorily address the issues raised by the Principal Contractor, with the exception of point 9.4, for which the response time shall be 24 hours. Failure to do so will be sufficient grounds for the Principal Contractor has made every effort to correct the performance by the SMME's.

10. RETENTION

Ten percent (10%) retention on SMME's value of work (excluding VAT) will be deducted as retention on SMME's with half to be released on issue of the Practical Completion Certificate and balance of Final Completion certificate as follows:

- Building Works: 6 months after the sub-contract work carried out by the SMME's are complete to the satisfaction of the Principal Contractor.
- Civil works: 12 months after the sub-contract work carried out by the SMME's are complete to the satisfaction of the Principal Contractor.
- Other Specialized Work: 6 months after the sub-contract work carried out by the SMME's are complete to the satisfaction of the Principal Contractor and the Engineer. This also refers to Electrical and Mechanical Engineering works.



11. JOINT VENTURES & CONSORTIUMS

The SMME's are not permitted to enter into Joint Ventures or form Consortiums with other SMME's.

12. SMME CONSTRUCTION MENTOR

The CV of the SMME Construction Mentor is to be submitted at tender stage by the

Tenderer/Principal Contractor, together with those of proposed key personnel. The Principal Contractor shall guide, assist and mentor all SMME's. The Principal Contractor shall price for and employ, on a full-time basis, an SMME Construction Mentor to be site based for the duration of the Contract. Minimum requirements are as follows:

- A Higher National diploma (T/N/S) streams in the Built Environment/ Quantity Surveying/ Construction Management/Project Management/Civil Engineering with five (5) years relevant experience.
- Shall be registered with a professional body in the Built Environment as a professional and/or as a candidate.

13. PAYMENT OF SMME's

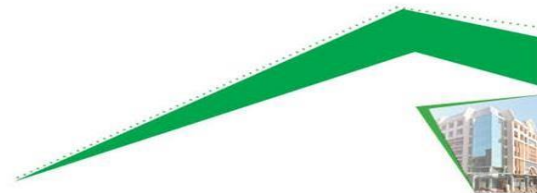
SMME's are to be invited to submit their payment certificates or claims monthly and are to be paid by the Principal Contractor within 14 days. Payment of SMME's may not be delayed pending payment of the Principal Contractor by the Employer.

Claims for Extension of Time due to delays caused by SMME's will not be entertained.

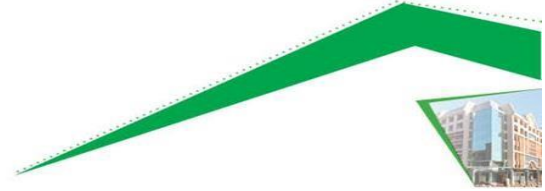
The Principal Contractor shall develop a clear programme of his work factoring in the use of SMME's.

14. PENALTIES FOR NON-COMPLIANCE

Should the Principal Contractor undertake some or all of the work that is specifically earmarked for SMME's, the Principal Contractor will be charged 100% of value of any work he/she has done as a penalty. The amount will be deducted from the monthly payment certificate[s].



PART C2.3: BILLS OF QUANTITIES (PROVISIONAL) (SEE ANNEXURE A)



DRAWINGS (SEE ANNEXURE)

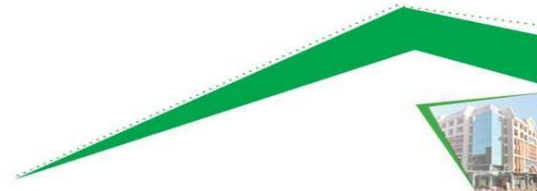
Annotations at end of description i.e. (San005) refer to the Architect's specification attached to the back of these bills of quantities. Tenderers are advised to study the Architect's specification for the full intent and meaning of the relevant item

PART 3 - LIST OF DRAWINGS – SEE ANNEXURES

The following drawings/annexure shall be issued during the bid period to form part of the bid documentation. Where applicable, drawings/annexure could be re-issued to the Contractor at commencement of the construction phase.

Contract drawings

<u>DRAWINGS</u>	<u>DESCRIPTION</u>	
001	Site plan	1 Page
200	Ground floor plan	1 page
201	Floor finish layout	1 page
207	Wall finish	1page
202	Window and Door schedule	1 page
302	Roof plan	1 page
303	Gate details	1 page
104	Pit Latrines	1 Page
300	Section A-A	1 page
301	Section B-B	1 page
304	Elevation	1 page
305	South Elevation	1 page



PART C3 SCOPE OF WORKS

C3 SCOPE OF WORK

C3 Scope of Work

Project Name:	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA
Tender No:	SCMU5-24/25-0002 ORR

C3.1 Scope of Works

New Traditional council hall

New single storey traditional council consisting of:

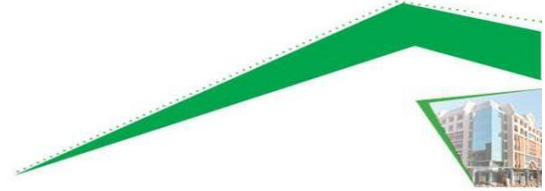
- Reinforced concrete foundations
- Brick internal and external walls – mainly plastered internally, external face brick and specialist □ plaster coating
- Waterproofed roof to the building
- Sheet metal roof covering
- Aluminium gutters and downpipes
- Fibre cement plain grooved fascia and barge boards
- Suspended gypsum ceiling board fixed to battens ceilings
- Seamless vinyl sheeting to floors
- Internal fittings and fixtures
- Aluminium windows
- Swartland MDF Heavy duty door internal and external
- Joinery fittings

Selected Subcontracts

- Electrical installation

External works

- Paving
- New High security fencing □ Temporary hoarding
- Pit toilet



3.3 Restrictions and Constraints

- The completion of the project is urgent and work shall be executed during normal working hours i.e. 7h00 until 17h00 daily including weekends. Work required to be executed outside of these hours must be arranged with the members of the traditional council, in advance
- Noise must be kept to a minimum and within acceptable levels at all times. It is possible that the council could impose restricted times for demolition due to the close proximity of the site to existing homes
- All shut-offs and tie/cut-ins to existing services must be arranged in advance with the members of the council and a methodology with appropriate mitigation of risks must be prepared by the contractor and submitted to the relevant Professional discipline in advance, for approval
- Dust emanating from the work site must be controlled
- NO accommodation for any construction related persons is to be erected nor can existing structures be used on the traditional council site or individual housing or flat premises

Operational Protocols

- Security is a priority, and the site shall be kept safe at all times
- The approved Health and Safety plan shall be adhered to at all times
- All staff members of the contractor shall wear PPE at all times
- All staff members of the contractor shall be always specifically identifiable and to this end shall wear a predetermined coloured overall to be able to enter and work on the site.
- Regular meetings, the frequency of which is to be determined, shall be held with the members of the traditional council to always ensure a cohesive spirit of co-operation

Access

Prospective bidders are to fully familiarize themselves with the site and access to the site and restricted area for site establishment.

3.4 ACCEPTANCE OF TENDERS

The Employer is not bound to accept the lowest, or any tender, or any portion of any tender

3.5 MINIMUM WAGE

The Contractor shall adhere to “The national minimum wage determined by the Minister in accordance with the National Minimum Wage Act (NMWA)”, and yearly pronounced increases for duration of contract. (March 2024 R 27.58 for each ordinary hour worked).

3.6 TEMPORARY WORKS

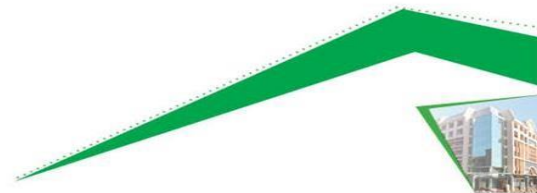
All temporary work to comply with the Construction Health and safety Act (Act 85 of 1993) and its regulations.

3.7 EMPLOYER'S DESIGN

N/A

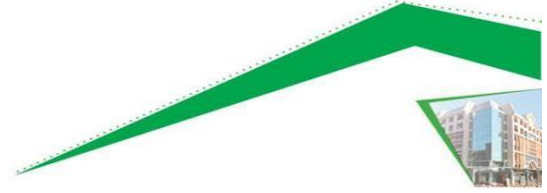
3.8 DESIGN BRIEF

N/A

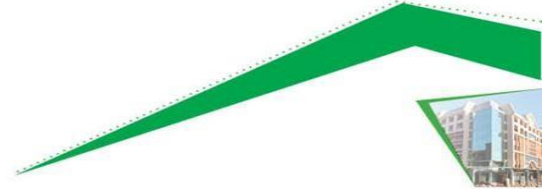


3.9 DRAWINGS

Refer to: (*PART 3 - LIST OF DRAWINGS/ANNEXURES*) for drawing register



PART C4 SITE INFORMATION



C4.1 SITE INFORMATION

Project title:	APPOINTMENT OF SERVICE PROVIDER FOR REPAIRS AND RENOVATIONS OF MQHEKEZWENI TRADITIONAL COUNCIL, MTHATHA
Project Number:	SCMU5-24/25-0002 ORR

GENERAL

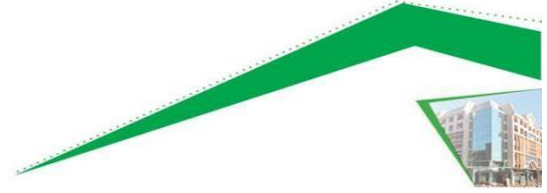
Prospective bidders to familiarize themselves with the locality, access, any other “restrictions”
(Refer to *Scope of Works C3*)

The site is the existing Mqhekezweni Traditional Council, Mqhekezweni A/A, Mthatha
Coordinates: 31.8031°S, 28.5522°E

Existing Site/Premises to be fenced at all times

Prospective bidders are to note that it is a condition of contract that the site shall be fenced and secure at all times.

Bidders are to price accordingly.



DRAWINGS (SEE ANNEXURE B)