



education

Department:
Education
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

Garona Building, Mmabatho
First Floor, East Wing,
Private Bag X2044,
Mmabatho 2735
Tel.: (018) 388-3429/33
e-mail: sgedu@nwpg.gov.za

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Ref: EDU07/23NW

Dear Sir/Madam

INVITATION TO A BID

BID NUMBER: EDU07/23NW: CONSTRUCTION OF MOROKWENG PRIMARY SCHOOL IN DR RUTH SEGOMOTSI MOMPATI

You are hereby invited to bid for the Construction of Morokweng Primary School in Dr Ruth Segomotsi Mompoti:

1. The conditions contained in the General Conditions of contract (GCC), i.e. **Annexure "D"** and the attached tender forms, as well as any other conditions accompanying this invitation, are applicable.
2. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
3. Submission must be accompanied by a soft copy in a form of a disc or flash drive clearly stating the bid number, description of bid and company details
4. All bid documents accompanying this invitation to bid must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. **The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office.**
 - 4.1. The following information should be clearly marked on the same sealed envelope:

"Tender No.	:	EDU07/23NW
"Closing Date	:	04 August 2023
"Closing Time	:	11H00
5. All enquiries pertaining to specification can be directed to **osvaldo@aseda.co.za**

6. For details regarding obtaining the bid documents please contact: **Ms. Tshiamo Keetile/ Ms C Nkoliswa at the following Telephone number: (018) 388 4091 /388 3792** during working hours.
7. The Department reserves the right to accept or reject any bid in response to the advertisement and to withdraw its decision to seek the provision of these services/goods at any time, with justifiable reasons. The Department of Education will not bind themselves to award the bidder scoring the highest points, and can award the bid as a whole or in part.
8. This Bid Documents are ONLY available for downloading on temporary E-portal at www.etenders@treasury.gov.za
9. All submissions must be accompanied by a soft copy in a disc or flash drive, clearly stating the bid number and description, as well as the Company name
10. **EVALUATION CRITERIA TO BE USED**
All bids will only be evaluated on 3 Stages as indicated on item 8 of the Specification Document of this invitation and the functionality is 100 points.
- 10.1. 90/10 Preference Point Systems as follows
10.2. Breakdown of 100 points:-

Maximum Price points	90
Maximum BBBEE points	10
TOTAL POINTS	100

CONDITIONS TO BID

"This bid is issued under the condition that the bidder may at any stage during production or execution or on completion of the tender be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Education or an organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the available apparatus, which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified."

NOTE: The validity period is ninety (90) days and it is calculated as from the closing date of tenders.


.....
Mr M Rikhotso
ACTING DIRECTOR: SCM

2023/07/12
.....



education

Lefapha la Thuto la Bokone Bophirima
Noord-Wes Departement van Onderwys
North West Department of Education
NORTH WEST PROVINCE

**TENDER NO: EDU07/23NW
FOR
THE CONSTRUCTION OF MOROKWENG
PRIMARY SCHOOL (8GB)**

NAME OF

BIDDER:.....

.....

Tender Amount:R.....

Tender Amount in words:.....

.....

.....



education

Lefapha la Thuto la Bokone Bophirima
Noord-Wes Departement van Onderwys
North West Department of Education
NORTH WEST PROVINCE

Garona Building, East Wing,
Ground Floor, Mmabatho
Private Bag X2044, Mmabatho 2735
Tel.: (018) 388-4045
e-mail: jditalame@nwpg.gov.za

DIRECTORATE: SUPPLY CHAIN MANAGEMENT

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C3	Scope of Works
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C4	Site Information
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Addenda

T1.1 Tender Notice and Invitation to Tender

INVITATION TO A BID

BID NUMBER: EDU 07/23NW: THE CONSTRUCTION OF MOROKWENG PRIMARY SCHOOL (8GB)

1. You are hereby invited to bid for the appointment of service providers for, Renovation, Construction and Demolishing of dilapidated structures at Morokweng Primary School in Dr RSM District (8GB)
2. The conditions contained in the General Conditions of contract (GCC), i.e. **Annexure "A"** and the attached tender forms, as well as any other conditions accompanying this invitation, are applicable.
3. The work procedure, the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
4. Submission must be accompanied by a soft copy in a form of a flash drive clearly stating the bid number, description of bid and company details
5. All bid documents accompanying this invitation to bid must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. **The bid box is situated at Department of Education, Garona Building, East Wing Entrance, and Ground Floor next to CFO's Office.**
- 5.1. The following information should be clearly marked on the same sealed envelope:
CONSTRUCTION OF MOROKWENG PRIMARY SCHOOL
"Tender No. : **EDU07/23 NW**
"Closing Date : **04 August 2023**
"Closing Time : **11H00**
6. All enquiries pertaining specification can be directed to ASEDA CONSULTING ENGINEERS at osvalado@aseda.co.za
7. For details for obtaining the bid documents: **Ms. Tshiamo Keetile/ Ms C Nkoliswa at the following Telephone number: (018) 388 4091 /88 2493** during working hours.
8. The Department reserves the right to accept or reject any bid in response to the advertisement and to withdraw its decision to seek the provision of these services/goods at any time, with justifiable reasons. The Department of Education will not bind themselves to award the bidder scoring the highest points and can award the bid as a whole or in part.
9. This Bid Documents are ONLY available for download on temporary E-portal at www.etenders@treasury.gov.za
10. All submissions must be accompanied by a soft copy in a disc or flash drive, clearly stating the bid number and description, as well as the Company name

CONDITIONS TO BID

"This bid is issued under the condition that the bidder may at any stage during production or execution or on completion of the tender be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Education or an organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the available apparatus, which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified.

Administrative compliance

1. Subcontracting work to be accompanied by a sub-contract agreement specifying the percentage of the subcontractor/s (where applicable)
2. Joint Venture work must be accompanied by a Joint Venture agreement
3. Valid BBBEE certificate or certified copy
4. Signed and fully completed standard bidding document (SBD 1,4,6.1 and 6.2)
5. CIDB grading 8GB
6. Record Addendum
 - Proposed Amendments and Qualifications
 - Compulsory Declaration

EVALUATION CRITERIA TO BE USED

- 1.1. All bids will only be evaluated in 3 Stages as indicated in the Specification Document of this invitation
 - 1.1.1. Stage 1 - Administrative Compliance
 - 1.1.2. Stage 2 - Functionality 100 points
 - 1.1.3. Stage 3 – Price and Preference Point Systems as follows
 - 1.1.3.1 Breakdown of 100 points: -

Maximum Price points	90
Maximum Specific Goals points	10
TOTAL POINTS	100 points

NOTE:

- The validity period is ninety (90) days and it is calculated from the closing date of tenders.

.....
Mr. H. MASHAO
ACTING CHIEF FINANCIAL OFFICER

.....
DATE

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

BID NUMBER:	EDU07/23NW	CLOSING DATE:	04 August 2023	CLOSING TIME:	11:00
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DESCRIPTION	THE CONSTRUCTION OF MOROKWENG PRIMARY SCHOOL
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO

CONTACT PERSON	Ms C. NKULISWA
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TELEPHONE NUMBER	(018) 388 2493
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FACSIMILE NUMBER	
------------------	--

E-MAIL ADDRESS	
----------------	--

TECHNICAL ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON	OSVALDO SIMBA
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TELEPHONE NUMBER	(011) 312 4070
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FACSIMILE NUMBER	(011) 312 2869
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E-MAIL ADDRESS	osvaldo@aseda.co.za
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SUPPLIER INFORMATION

NAME OF BIDDER	
----------------	--

POSTAL ADDRESS	
----------------	--

STREET ADDRESS	
----------------	--

TELEPHONE NUMBER	CODE		NUMBER	
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CELLPHONE NUMBER	
------------------	--

FACSIMILE NUMBER	CODE		NUMBER	
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E-MAIL ADDRESS	
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VAT REGISTRATION NUMBER	
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SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?

☐ Yes ☐ No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?

☐ Yes ☐ No

[IF YES, ANSWER THE 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, 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 PIN 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."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

T1.2 CONDITIONS OF TENDER

1. General

2. Actions

The Employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3 timeously and with integrity, and behave equitably, honestly and transparently.

3. Tender Documents

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

4. Interpretation

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

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

For the purposes of these conditions for the calling for expression of interest, the following definitions apply:

- a) **comparative offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the Employer or his staff or agents, *or any official in the public service or in the employ of an Organ of State, in any tender process; and*
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer, *including collusive practices intended to establish prices at artificial levels to the detriment of the Employer, or any public entity or organ of state,*
- d) **these conditions of tender** mean the Standard Conditions of Tender (as published and amended from time to time by the Construction Industry Development Board) and the Employer's Special Conditions of Tender, the latter of which are demonstrated by appearing in italics.
- e) **tenderer** means any employee, partner, shareholder or director of a commercial entity that responds to the Tender Notice by drawing tender documents.

5. Communications and Employer's agent

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

contact details of the Employer's agent are stated in the tender data.

6. The Employer's right to accept or reject any tender offer

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

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

7. F.1.6 Jurisdiction

Unless stated otherwise in the tender data, each tenderer and the Employer undertake to accept the jurisdiction of the law courts of the Republic of South Africa.

8. Tenderer's rights and obligations

a. Eligibility

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

b. Cost of tendering

Accept that the Employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of *attending the site visit and clarification meeting and any testing necessary to demonstrate that aspects of the offer satisfy requirements.*

c. Check documents

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

d. Confidentiality and copyright of documents

Treat as confidential, regardless *whether or not a tender offer is submitted*, 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.

e. Reference documents

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

tender documents by reference.

f. Acknowledge addenda

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

9. Site visit and clarification meetings

Attend in person or designate a suitably qualified person in the direct employ of the tenderer to attend the site visit and clarification meeting(s) at which tenderer's shall familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

10. Seek clarification

Request clarification of the tender documents, if necessary, by notifying the Employer at least five working days before the closing time stated in the tender data. *Any variation or deviation based on a point for which clarity should have been requested may render a tenderer's offer unresponsive in terms of Standard Condition F.3.8.*

11. Insurance

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

12. Pricing the tender offer

- a. Include in the rates, prices, and the tendered total of the prices (if any) all *costs prescribed as being applicable to the specified pay items as well as all duties, taxes (except Value Added Tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.*

All tenderers prices must be VAT inclusive; however, tenderers will only be eligible to claim for VAT on condition that they are VAT registered entities.

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 Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

13. Alterations to documents

Not to make any alterations or additions to the tender documents, except to comply with instructions issued

by the Employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

14. Alternative tender offers (including variations and deviations)

Submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

Alternative tender offers shall not alter any contingency pay items provided in the tender documents, or offer fixed prices (except where such are provided in the postulated Pricing Schedule) or a fixed price contract

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

Tenderer's may qualify a tender offer (except that no qualification shall be in conflict with Special Condition to Tender F.2.8) but undertake to do so by submitting such qualification in terms of conditions F.2.12.1 and F.2.12.2.

15. Submitting a tender offer

Submit a tender offer to provide the whole works, services or supply identified in the contract data, unless stated otherwise in the tender data.

Return all returnable documents to the Employer after completing them in their entirety, by writing in black ink.

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

Sign the original and all copies of the tender offer where required in terms of the tender data. The Employer will hold all authorized signatories liable on behalf of the tenderer. *Authorized signatories for tenderer's proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the Employer shall hold liable for the purpose of the tender offer.*

Seal the original tender offer marking the package as "ORIGINAL". The package shall state on the outside the Employer's address and bid reference number stated in the tender data, as well as the tenderer's name and contact address.

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

F.2.13.9. *May modify, correct or withdraw his tender offer after submission of the tender offer but before the closing time stated in the tender data; provided that the authorized signatory notifies the Employer in writing.* 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, shall be regarded by the Employer as non-responsive.

16. Closing time

Ensure that the Employer received 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.** The Employer **shall not accept** tender offers submitted by telegraph, telex, facsimile or e-mail.

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

17. Tender offer validity

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 period.

18. Clarification, modification or withdrawal of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of imbalanced rates or arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer is sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

Accept that the Employer may, at its sole discretion, accept a less favourable tender from those already received or invite fresh tenders if a tenderer, at any time after the opening of his tender offer but prior to the signing of a contract based on his tender offer:-

- a) withdraws his tender; or*
- b) gives notice of his inability to execute the contract in terms of his tender; or*
- c) fails to sign a contract or furnish the performance security within the period fixed in the letter of award or any extended period fixed by the Employer; or*
- d) fails to comply with a request made in terms of standard condition F.2.18.1.*

Pay the difference between a less favourable tender offer and his own tender offer in the event that a tenderer acts as described in Special Condition F.2.17.2 and/or pay the Employer's wasted and additional costs incurred in inviting fresh tenders; provided that the Employer may fully or partly exempt a tenderer

from the provisions of this special condition if he is of the opinion that the circumstances justify the exemption.

19. Provide other material

Provide, on request by the Employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of material, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive *and may invoke the same remedy for potential additional costs as provided for under special condition F2.17.3.*

Accept the Employer's right, at his sole discretion, to appoint suitably qualified persons to report on the financial resources, standing with the South African Revenue Services regarding all taxes, management structure and ownership details of any tenderer and/or to verify the correctness of any information furnished to the Employer in terms of condition

F.2.17.1. Comply with the Employer's request within the time stated in the request. Failure on the part of the tenderer to cooperate with such an inquiry shall entitle the Employer to declare such tender offer as non-responsive.

20. Inspections, tests and analysis

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

21. Submit securities, bonds, policies, etc.

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

22. Check final draft

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

23. Return of other tender documents

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

24. Certificates

Include in the tender submission of provide the Employer with any certificates as stated in the tender data

25. The Employer's undertakings

a. Respond to clarification

Respond to a request for clarification received up to five working days prior to the tender closing time stated in the Tender Data and notify all tenderers who drew *tender* documents.

b. Issue Addenda

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

c. Return of tender offers

Return tender offers *withdrawn in terms of F.2.13.9* or received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

d. Opening of tender submission

Open valid tender submissions in the presence of tenderer's agents who choose to attend at the time and place stated in the tender data. Tender submissions *for* which requests for withdrawal have been submitted will not be opened.

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

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

e. Non-disclosure

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

f. Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices. *In addition, any such disqualification shall entitle the Employer, at its sole discretion, to impose a specified period during which tender offers will not be accepted*

Communicate to other state tender boards, provincial tender boards or parastatal tender boards any tenderer disqualified in terms of special condition F.3.7.1.

Consider rejecting any tender offers received from tenderers who are, or are likely in the near future, to become involved in any form of litigation or legal proceedings against the Employer.

g. Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

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

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

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

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

26. Arithmetical errors and imbalanced unit rates

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

Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

If a Pricing Schedule (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the *unit rate* shall govern and the *line item* shall be corrected. *However, where there is an obviously gross misplacement of the decimal point in the unit rate, the unit rate will be corrected.*

Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall be corrected.

Check responsive tender offers for imbalanced unit rates and request tenderers to consider amending and adjusting any rates declared imbalanced by the Employer while retaining the total of the prices derived after any correction made in terms of this condition to tender.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors *or amend/adjust an imbalanced unit rate* in the manner described above.

27. Clarification of a tender offer

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

T1.3 EVALUATION OF TENDER OFFERS

1. General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation method that is indicated in the Tender Data and described below.

Method 1: Financial offer	<ol style="list-style-type: none">1. Rank tender offers from the most favourable to the least favourable comparative offer.2. Recommend highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 2: Financial offer and preference	<ol style="list-style-type: none">1. Score tender evaluation points for financial offer.2. Confirm that tenderer's are eligible for the preference claimed and if so, score tender evaluation points for preferencing.3. Calculate total tender evaluation points.4. Rank tender offers from the highest number of tender evaluation points to the lowest.5. Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 3: Financial offer and quality	<ol style="list-style-type: none">1. Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data.2. Score tender evaluation points for financial offer.3. Calculate total tender evaluation points.4. Rank tender offers from the highest number of tender evaluation points to the lowest.5. Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
Method 4: Financial offer, quality and preferences	<ol style="list-style-type: none">1. Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the Tender data2. Score tender evaluation points for financial offer.3. Confirm that tenderer's are eligible for the preference claimed, and if so, score tender evaluation points for preferencing.4. Calculate total tender evaluation points.5. Rank tender offers from the highest number of tender evaluation points to the lowest.6. Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

2. Scoring Financial Offers

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

NFO = $W1 \times A$ where:

NFO = the number of tender evaluation points awarded for the financial offer.

W1 = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data. the

A = a number calculated using either formulas 1 or 2 below as stated in the Tender Data. the

Formula	Comparison aimed at achieving	Option 1	Option 2
1.	Highest price or discount	$A = (1 + \frac{P-P_m}{P_m})$	$A = P/P_m$
2.	Lowest price or percentage commission/fee	$A = (1 - \frac{P-P_m}{P_m})$	$A = P_m/P$

Where:

P_m = the comparative offer of the most favourable tender offer. P = the comparative offer of tender offer under consideration.

3. Scoring quality (functionality)

Score quality in each of the categories stated in the Tender Data and calculate total score for quality.

4. Insurance provided by the Employer

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

5. Acceptance of tender offer

Accept tender offer only if the tenderer satisfies the legal requirements stated in the Tender Data.

Notify the successful tenderer of the Employer's acceptance of his/her tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Providing the form of offer and acceptance does not contain any qualifying statement, it will constitute the formation of a contract between the Employer and the successful tenderer as described in the form of offer and acceptance.

6. Notice to unsuccessful tenderer's

After the successful tenderer has acknowledged the Employer's notice of acceptance, notify other tenderer's that their tender offers have not been accepted.

7. Prepare contract documents

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

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents,
- c) other revisions agreed between the Employer and the successful tenderer, and
- d) the schedule of deviations attached to the form of offer and acceptance, if any

8. Issue final contract

Prepare and issue the final draft of contract documents to the successful tenderer for acceptance as soon as possible after the date of the Employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the Employer, shall be included.

9. Provide copies of the contracts

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

10. Delegation of authority

The Employer may delegate any power vested in him/her by virtue of these Conditions of Tender to an officer or employee of the Employer.

T1.4 TENDER DATA

The Standard Conditions and the Employer's Special Conditions of Tender for Procurement make 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 standard/special conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard and Special Conditions of Tender to which it mainly applies.

Clause number	Tender Data
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F.1.1	<p>The employer is the North West Provincial Department of Education and Sport Development: Chief Directorate: Physical Resource Management. The Employer's domicilium citandi et executandi (permanent physical business address) is:</p> <p>Block A Old Mmabatho High School Hostel 1305 Albert Luthuli Drive Mmabatho 2735</p> <p>The Employer's agent's address for communication relating to this project is:</p> <p>ASEDA CONSULTING ENGINEERS Tel: (018) 386 1389 E-mail: osvaldo@aseda.co.za</p> <p><u>The Tender Documents issued by the employer comprise the following documents:</u></p> <p>THE TENDER</p> <p>Part T1: Tendering procedures</p> <p>T1.1 Tender notice and invitation to tender T1.2 Standard and Special Conditions of Tender T1.3 Tender data</p> <p>Part T2: Returnable documents</p> <p>T2.1 - List of returnable documents T2.2 - Returnable schedules</p> <p>THE CONTRACT</p> <p>Part C1: Agreements and Contract data</p> <p>C1.1 - Form of offer and acceptance C1.2 - Contract data C1.3 - Performance Bond C1.4 – Agreement in terms of the Occupational Health & Safety Act</p> <p>Part C2: Pricing data</p> <p>C2.1 - Pricing instructions C2.2 - Bill of Quantities</p> <p>Part C3: Scope of work</p> <p>C3 - Scope of work</p> <p>Part C4: Site information</p> <p>C4 Site information</p>
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F.1.4	<p>The Employers Project Manager: ASEDA CONSULTING ENGINEERS</p> <p>They can be contacted at : Office 02 Mmabatho Palms Dr. Nelson Mandela Drive Mmabatho 2735</p> <p>Contact: Tel: (018) 386 1389 E-mail osvaldo@aseda.co.za</p>
F.2.1	<p>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:</p> <p>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 8GB class of construction work.</p>
	<p>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 8GB 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 8GB class of construction work or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations</p>
F.2.7	<p>The arrangements for a compulsory clarification meeting is: 20 July 2023 on site – Morokweng Primary School at 11am</p>
F.2.11.1	<p>The Procurement Document as issued must NOT be taken apart for purposes of submitting the tender.</p>

F.2.12	<p>If a tenderer wish to submit an alternative tender offer, the only criteria permitted for such alternative, tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.
F.2.13.4	Submit only the signed original tender offer. Only Volume 3 needs to be submitted.
F.2.13.5 F.2.15.1	<p>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:</p> <p>Location of tender box: Garona Building ,East Wing Ground Floor next to CFO Boardroom Physical address: Dr Moroka Drive Garona Building Mmabatho Tender reference number: EDU07/23NW, Title of Tender: THE CONSTRUCTION OF MOROKWENG PRIMARY SCHOOL (8GB) Closing date and time of the tender: 04 August 2023</p>
F.2.13.6 F.3.5	A two-envelope procedure <u>WILL NOT BE</u> followed.
F.2.15	The closing time for submission of tender offers is 11H00 on 04 August 2023
F.2.15	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted
F.2.16	The tender offer validity period is 90 days.
F.2.16.3	Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted

F.2.16.4	Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document
F.2.21	<p>30% Subcontracting</p> <ul style="list-style-type: none"> • In order to advance selected designated groups, it is the requirement by the NWED that the bidders must allocate 30% of the scope to local sub-contractors post award. ▪ The bidders must select sub-contractors from the CIDB database who are registered on CSD ▪ Bidders or contractors must submit proof of subcontracting agreement, which is signed between the main contractor and the subcontractor. The following must be attached to the subcontracting agreement, <ul style="list-style-type: none"> ○ Proof of BBBEE status of the subcontractor ○ CIDB Grading -Grade 8GB The maximum grading required is grade 8GB if the bidder intent to subcontract more than 1 company. Should the bidder subcontract multiple companies the consolidated grading must equate to Grade 4GB ○ CSD Registration ○ Signed Subcontracting Agreement ▪ Should the bidder subcontract more than one bidder, the consolidated percentage must equate to 30% allocated for subcontracting. <p>NB: The Tenderers who fail to comply with this requirement would be in a breach of this contract.</p>
F.2.23	<p>The tenderer is required to submit with his tenders:</p> <p>A recent Central Supplier Database Full Report (CSD)</p> <p>A certificate of Contractor Registration issued by the Construction Industry Development Board [CIDB]. (See returnable schedule)</p> <p>Evidence that he is registered and in good standing with a compensation insurer who is approved by the Department of Labour in terms of section 80 of the Compensation for Injury and Disease Act (COID) (Act 130 of 1993). The tenderer is required to disclose all inspection, investigations and their outcomes conducted by the Department of Labour into the conduct of the tenderer at a time during the 36 months preceding the date of this tender. (See returnable schedule)</p>

F.3.4	<p>Tenders will be opened immediately after the closing time for tenders at: Time: 11:00 on 04 August 2023 Location: East Wing Garona Building, Ground Floor Department of Education & Sport Development Tender Box (CFO's boardroom)</p>
F.3.11	<p>The procedure for the evaluation of responsive tenders that have scored minimum required points on functionality is Method 2. The score for the financial offer is calculated using Formula 1 (Option 1).</p> <p>The 90/10 preference point system for the acquisition of services or works above the Rand value of R 50 million is applicable.</p> <p>The following formula must be used to calculate the points for price in respect of tenders above R50 million</p> $Ps = 90(1 - Pt - Pmin/Pmin)$ <p>Where Ps = Points scored for comparative price of tender or offer consideration Pt = Comparative price of tender/ offer under consideration Pmin = Comparative price of the lowest acceptable tender/offer.</p>
	<p>The tender documents submitted shall be evaluated by each panel member The scores of each of the evaluators will then be averaged, weighted and then totalled to obtain the final score for functionality. The minimum score for functionality is [70] to qualify for further evaluation.</p>
F.3.13.1	<p>Tender offers will only be accepted on condition that:</p> <p>the tenderer are required to submit the most recent Central Supplier Database Full Report; the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation with an copy of the registration certificate; the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; the tenderer has not: abused the Employer's Supply Chain Management System; or failed to perform on any previous contract and has been given a written notice to this effect; and has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract; the tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer; the employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>

	<p>Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:</p> <p>is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement, can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract, has the legal capacity to enter into the contract, is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing, is able, in the opinion of the employer, to perform the contract free of conflicts of interest.</p>
F.3.18	<p>The number of paper copies of the signed contract to be provided by the Employers Agent is One (1)</p>

Functionality

NO	CRITERIA	SUB-CRITERIA	SCORE	WEIGHT	
Threshold Score for 8 GB is 70 Points					
1 COMPANY EXPERIENCE	COMPANY EXPERIENCE In accordance to CIDB: For grading designation "9 GB", the bidder must meet the requirement of the largest contract completed, and at least one of the requirements for available capital or annual turnover 1.1. LARGEST CONTRACT COMPLETED Evidence Required: 1.1.1. Award General Building Letter/Contract with the following: a. Client Name; b. Date of the award; c. Description of service (to be) rendered and d. Amount of Project/Contract AND 1.1.2. Final Completion certificate related to the appointment/award letter(s) in 1.1.1 above	At least 1 x Largest General Building contract completed of value of R90 000 000.00 or above in the last 5 calendar years.	3	35	
		At least 1 x Largest General Building contract completed of value more than R80 000 000.00 but less than R90 000 000.00 in the last 5 calendar years.	2		
		At least 1 x Largest General Building contract completed of value of more than R70 000 000.00 but less than R80 000 000.00 in the last 5 calendar years.	1		
		Largest General Building contract completed of the value of less than R70 000 000.00 OR No evidence substantiating projects completed in the last 5 calendar years.	0		
2 KEY PERSONAL EXPERIENCE	Qualifications and Competencies of Key Projects Resources Points allocated for required competencies & Built Environment qualification of allocated personnel for the project in consideration. Contracts Manager must be professionally registered with the SACPCMP as Construction Project Manager (CPM) Site Agent / Construction Manager must be professionally registered with the SACPCMP as Construction Manager (CM) Evidence Required 2.1 Degree/Diploma - Proof of qualifications 2.2 CV 2.3 Proof Professional Registration (where applicable) Verification Certificate from SAQA must be attached for international qualifications in order to get points	A - Contracts Manager / Project Manager		E = A +B + C	15
		Qualifications:			
		Professionally Registered Personnel (CV, Proof of registration, Proof of qualifications (Building=CM, Pr.Arch, Pr.QS. Pr.Eng, CPM, CE,))	3		
		Non-Registered Personnel (with Degree, Proof of Qual + CV)	2		
		Non-Registered Personnel (Diploma, Proof of Qual + CV)	1		
		Non-Registered Personnel (Certificates, Proof of Qual + CV)	0		
		Experience:			
		Years of Experience-above 6 (Degree/Diploma, Proof of qualifications + CV)	3		
		Years of Experience-5 to 6 (Degree/Diploma, Proof of qualifications + CV)	2		
		Years of Experience-3 to 5 (Degree/Diploma, Proof of qualifications + CV)	1		
		Years of Experience-1 to 2 (Degree/Diploma, Proof of qualifications + CV)	0		
		B - Site Agent / Construction Manager			
		Qualifications:			
		Professionally Registered Personnel (CV, Proof of registration, Proof of qualifications (Building=CM, Pr.Arch, Pr.QS. Pr.Eng, CPM, CE,))	3		
		Non-Registered Personnel (with Degree, Proof of Qual + CV)	2		
		Non-Registered Personnel (Diploma, Proof of Qual + CV)	1		
		Non-Registered Personnel (Certificates, Proof of Qual + CV)	0		
		Experience:			
		Years of Experience-above 6 (Degree/Diploma, Proof of qualifications + CV)	3		
		Years of Experience-5 to 6 (Degree/Diploma, Proof of qualifications + CV)	2		
		Years of Experience-3 to 5 (Degree/Diploma, Proof of qualifications + CV)	1		
		Years of Experience-1 to 2 (Degree/Diploma, Proof of qualifications + CV)	0		
		C - Site Foreman			
		Experience:			
		Years of Experience-above 6	3		
		Years of Experience-3 to 5	2		
			1		
		Years of Experience-1 to 2			

NO	CRITERIA	SUB-CRITERIA	SCORE	WEIGHT
Threshold Score for 8 GB is 70 Points				
3 FINANCIAL CAPACITY	3.1 CURRENT* AVAILABLE CAPITAL			
	Evidence Required	The Bidder's evidence of Available Capital is more or equals to R40 000 000.00	3	25
	3.1.1 A Bank/FSP Registered Institution Guaranteed Letter of available capital to an amount of R40 000 000.00 or more, OR	The Bidder's evidence of Available Capital is more than R35 000 000.00 but less than R40 000 000.00	2	
	3.1.2 A bank Statement, not older than 3 months from the date of the close of this tender that illustrate available capital of R40 000 000.00 or more.	The Bidder's evidence of Available Capital is more than R30 000 000.00 but less than R35 000 000.00	1	
	NB: The Bank/FSP Registered Letter MUST be in the institution Letterhead, if not Original MUST be certified by the commissioner of oath. *Current means at least 30 days before the closure of this tender and not older.	The Bidder's evidence of Available Capital is less than R30 000 000.00 OR No Evidence was supplied	0	
	AND			
	3.2 BEST ANNUAL TURNOVER			
	The Bidder MUST demonstrate that the Best Annual turnover of R200 000 000.00 in the last five years (2018-2022)	The Bidder's Best Annual Turnover in the last five years was R200 000 000.00 or more	3	
	Evidence Required	The Bidder's Best Annual Turnover in the last five years was more than R180 000 000.00 but less than R200 000 000.00	2	
	3.2.1 Signed audited Financial Statements			
NB: (a). The financial statement must contain a Balance Sheet, Income Statement and Notes AND (b). These statements must be the same as those used to complete the ITR14 (company tax return) that are submitted to South African Revenue Services (SARS) AND (c). The Statement must be completed/certified by a Professionally Registered Accountant *5 Years because of economic meltdown caused by COVID 19 in the year 2021	The Bidder's Best Annual Turnover in the last five years was more than R150 000 000.00 but less than R180 000 000.00	1		
	The Bidder's Best Annual Turnover in the last five years was less than R150 000 000.00 OR No Evidence was supplied	0		
4 PROJECT SPECIFIC PROGRAMME SCHEDULE AND CASHFLOW	4 PROJECT SPECIFIC PROGRAMME SCHEDULE AND CASHFLOW.		3	15
	The Tenderer shall attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract. The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender. (See Preliminary programme template)	Points allocated for turnaround projects delivery period and detail project submission by tenderer/bidder in consideration	2	
			1	
			0	
5 CLIENT REFERENCE	5 CLIENT REFERENCES			10
	The Tenderer shall provide details of his/her performance on each of the previous projects listed in the "Relevant Experience" returnable schedule. "Client Reference Scorecards" will be completed, signed by each of the respective Clients and principal agents and stamped by both the client and the principal agent for the projects listed in the "Relevant Experience" returnable schedule Evidence Required 2.4 Client reference Scorecard Signed and stamped by client	Points allocated for previous client references and submission in relation to nature of work in Relevant Experience (Returnable schedule) of the Bid Document.		
		Five (5) references	5	
		Three (3) to Four (4)	3	
	One (1) to Two (2)	1		
TOTAL SCORE (%)			100	

NORTHWEST DEPARTMENT OF EDUCATION

Construction of Morokweng Primary School

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Returnable Schedules required only for tender evaluation purposes:

- B-BBEE Certificate issued by SANAS/Sworn Affidavit signed by EME representative and attested by Commissioner of Oath
- Schedule of Plant and Equipment (Proof of ownership must be attached)/ for hired plant and equipment a letter of intent to hire must be signed or stamped by the supplier.
- Schedule of Tenderer's Experience(Proof of experience e.g. appointment letters, orders, valid completion certificates)
- Key Personnel (attach CV and certified copies of proof of qualifications)
- Closed Corporations to attach an Association Agreement
- Shareholders' Agreements / Share Certificates / Memorandum of Association for companies
- Copy of registration certificate pertaining to your relevant industry (e.g. CIDB)
- SBD 2, SBD 4 and SBD 6.1 (SBD 6.1 is required for claiming of BBBEE points)

Returnable Schedules (Certified Copies/Original of the following documents. Failure to Comply may automatically result in disqualification of the bidders/ Tenderers

- Compulsory Supplier Questionnaire – Contractors
- Certificate of Authority for Signature
- Signed Form of Offer
- Record of Addenda to Tender Documents (where applicable)
- Legal Joint Venture Agreement (in case of a JV)
- Signed memorandum of agreement by all parties in case of Joint Venture and certified copies of directors and CSD MAAA numbers of all parties.
- Central Suppliers Database MAAA Number (CSD Number)
- Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, eg Letter of Good Standing issued by Department of Labour
- Identity documents of Owners / Directors / Members / Shareholders
- Fully completed Standard Bidding Documents (SBD 1, SBD 4, SBD 6.1 and SBD 6.2)
- Fully completed original tender document.(BOQ)

NB: Where any of the compulsory returnable schedules makes a provision for signature, the said schedule must be fully completed and signed. Failure of which the bidder will be automatically disqualified.

2. Other documents required only for tender evaluation purposes

- Priced Schedule of Rates

3. The offer portion of the C1.1 Offer and Acceptance

4. C1.2 Contract Data (Part 2)

RESOLUTION FOR SIGNATORY

Project Name:	THE CONSTRUCTION OF MOROKWENG PRIMARY SCHOOL (8GB)
Bid Number:	EDU 07/23NW

MUST BE ON COMPANY LETTERHEAD

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. This must be on company letterhead.

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 Supplier 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: _____

WITNESSES:

1. _____ SIGNATURE: _____

2. _____ SIGNATURE: _____

RECORD OF ADDENDA TO SUPPLIER DOCUMENTS

Project Name:	THE CONSTRUCTION OF MOROKWENG PRIMARY SCHOOL (8GB)
Bid Number:	EDU 07/23 NW

We confirm that the following communications received from the Employer before the submission of this Supplier offer, amending the (RFP) documents, have been considered in this Supplier offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		

Attach additional pages if more space is required.

Signed _____ Date _____

Name _____ Position _____

Supplier _____

*This document must form part of the returnable schedules as it is referenced in the offer portion of the Form of Offer and Acceptance.

COMPULSORY ENTERPRISE QUESTIONNAIRE

The following particulars must be furnished.

Section 1: Name of enterprise:

Section 2: VAT registration number:

Section 3: CIDB Registration number, if any.

Section 4: Particulars of sole proprietors and partners in partnerships

** 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 authorised to do so on behalf of the enterprise:

i) authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;

- ii) 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 Supplier 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;
- iv) confirms that I / we are not associated, linked or involved with any other (EOI) Submission entities submitting Supplier offers and have no other relationship with any of the Suppliers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- iv) 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

**PROOF OF REGISTRATION ON THE NATIONAL TREASURY
CENTRAL SUPPLIER DATABASE (FULL CSD REPORT) (TO BE
ATTACHED HERE)**

ACTIVE PROOF OF CIDB REGISTRATION *(TO BE ATTACHED HERE)*

VALID ORIGINAL OR CERTIFIED COPY OF B-BBEE CERTIFICATE

VALID LETTER OF GOOD STANDING (COIDA)

COMPANY PROFILE

Service Providers must attach a company profile which indicate list of past projects complete, underconstruction and those cancelled or not yet started. The following information is expected to cover atleast the following areas:

NO	NAME OF PROJECT	NAME OF CLIENT	CONTACT DETAILS OF CLIENT	PROJECT VALUE	PROJECT STATUS (i.e. Under Construction, Complete, Started, Etc.)
1.					
2.					
3.					
4.					

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

Service Providers should bear in mind that their assertions about the project can be verified in several ways, including by contacting the references. NWED reserves the right to verify all information presented by the Service Provider.

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 Service Provider are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed

Date

Name

Position

Enterprise name

LOCATION OF A CONTRACTOR

Distance from worksite

Provide physical address/address 1 and contact details of the Service Provider.

This must be the address on CSD / Municipal rate address / Signed lease agreement

The Department will verify the address if the submission is not satisfactory

NAME OF SERVICE PROVIDER

PHYSICAL ADDRESS / ADDRESS

TELEPHONE

CONTACT PERSON

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 Service Provider are within my personal knowledge and are to the best of my knowledge both true and correct.

Signed

Date

Name

Position

Enterprise name

CURRICULUM VITAE AND CERTIFICATES OF QUALIFICATION OF KEY PERSONNEL (COMPULSORY) – for each person

Curriculum Vitae Template (Page 1 of 3)

Proposed role in the project

1. Surname	
2. First Name	
3. Date and place of birth	
4. Nationality	
5. Current Position	

6. Education

Institution (date from – Date to)	Diploma(s) or Degree (s)) obtained

7. Post Diploma/ Graduate Experience

Company/Organisation	(Date from – Date to)	Years of Employment	Position

8. Key Experience Relevant to Project

9. Knowledge of issues pertinent to project

Curriculum Vitae Template (Page 2 of 3)

10. School Projects

Project Name and Locality	
Project Dates	
Project Position	
Description of Duties	
Reference Name and Position	
Reference Contact Details	Tel:

Project Name and Locality	
Project Dates	
Project Position	
Description of Duties	
Reference Name and Position	
Reference Contact Details	Tel:

Project Name and Locality	
Project Dates	
Project Position	
Description of Duties	
Reference Name and Position	
Reference Contact Details	Tel:

Project Name and Locality	
Project Dates	
Project Position	
Description of Duties	
Reference Name and Position	
Reference Contact Details	Tel:

Curriculum Vitae Template (Page 3 of 3)

Project Name and Locality	
Project Dates	
Project Position	
Description of Duties	
Reference Name and Position	
Reference Contact Details	Tel:

Project Name and Locality	
Project Dates	
Project Position	
Description of Duties	
Reference Name and Position	
Reference Contact Details	Tel:

Attach a separate sheet which details all the above key information. None, submission of this information will lead to a Service Provider losing points on Quality/ Functionality evaluation. Attach a CV to detail the above information

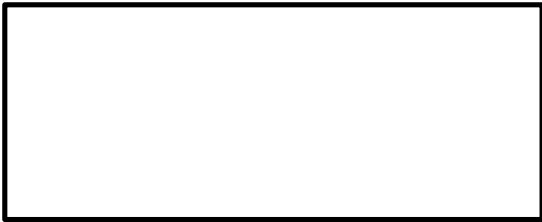
The undersigned, who warrants that she/ he is duly authorised to do so on behalf of the enterprise, confirms that the content of this schedule that presented by the Service Provider are within my personal knowledge and are to the best of my knowledge both true and correct.

I,, hereby declare that I am aware of the inclusion of my Curriculum Vita in the proposed project team for Bidder and make myself available for this project.

Signature:

Date:

Commissioner of Oath Stamp



(The declaration must be signed by the individual himself/herself only and not any other person)

PRELIMINARY PROGRAMME

The Tenderer shall **attach a preliminary programme reflecting the proposed sequence and tempo of execution of the various activities comprising the work for this Contract.** The programme shall be in accordance with the information supplied in the Contract, requirements of the Project Specifications and with all other aspects of his Tender.

The Tenderers to note that sectional completion of the project is proposed. The new buildings will be ***constructed first and handed over (top half of the site on the site plan), the demolitions, alterations and the decanting of the mobile classrooms will be constructed after sectional handover as the school is currently occupied.***

NOTE: ONLY COMPUTIRSED PRELIMINARY PROGRAM WILL BE CONSIDERED
--

PROGRAMME *(EXAMPLE ONLY)*

ACTIVITY	MONTHS									
	1	2	3	4	5	6	7	8	9	10

[Note: The programme must be based on the completion time as specified in the Contract Data. No other completion time that may be indicated on this programme will be regarded as an alternative offer, unless it is listed in Table (b) of Form I hereafter and supported by a detailed statement to that effect, all as specified in the Tender Data]

The following aspects of the preliminary programme will be considered:

- *Programme Heading*
- *The programme is specific and tailored for the execution of the project, is comprehensive and is logically correct*
- *The activities are well articulated with headings and sub headings and show relevant milestones*
- *The activities that occur simultaneously are showing*
- *The activities that depend on each other are linked*
- *The activities that required stages are indicated*
- *Milestones are shown*
- *There are resources aligned / embedded to the programme*
- *Cause and effect of the programme can be determined such that the critical path is shown*
- *The lead times and lag times are clear and being considered for ordering of materials and staffing requirements*
- *Non-Working Days and Been Taken Into Consideration*
- *Has the Programme been divided into Phases*
- *The Cash Flow to Relate to the Programme*
- *The programme to show resource histogram*
- *The Resource Histogram to Show Unskilled Labour*

SIGNATURE: IDENTITY NUMBER:

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

DATE:.....

PROJECT REFERENCE FORMS 1- 5

Evaluation schedule 2: Relevant Project Experience

Service Providers must submit a max one-page description of at least Five projects per specialisation area which one or more team members have undertaken that best display the skills needed for the project:

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, if this is different, the period during which the Service Provider'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.	EXAMPLE ONLY				
2.					
3.					
4.					

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 Service Provider are within my personal knowledge and are to the best of my knowledge both true and correct

Signed

Date

Name

Position

Enterprise name

Evaluation Template – Project Reference Forms - 1

Project Title:	THE CONSTRUCTION OF MOROKWENG PRIMARY SCHOOL (8GB)
Project Number:	EDU 07/23 NW

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 Service Provider.

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 Service Provider):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

- A. Please evaluate the performance of the Service Provider 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 subservice Providers / cash flow, etc.						
Total						

- B. Would you consider / recommend this Service Provider again

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2019

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 Service Provider to put referees who are reachable

Name of Service Provider

Signature of principal agent

Date

Evaluation Template – Project Reference Forms - 2

Project Title:	THE CONSTRUCTION OF MOROKWENG PRIMARY SCHOOL (8GB)
Project Number:	EDU07/23NW

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 Service Provider.

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 Service Provider):

Project name: _____.

Project location: _____.

Construction period: _____ Completion date: _____

Contract value: _____

- A. Please evaluate the performance of the Service Provider 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 subservice Providers / cash flow, etc.						
Total						

- B. Would you consider / recommend this Service Provider again

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2019

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 Service Provider to put referees who are reachable

Name of Service Provider

Signature of principal agent

Date

Evaluation Template – Project Reference Forms - 3

Project Title:	THE CONSTRUCTION OF MOROKWENG PRIMARY SCHOOL (8GB)
Project Number:	EDU07/23NW

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 Service Provider.

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 Service Provider):

Project name: _____

Project location: _____

Construction period: _____ Completion date: _____

Contract value: _____

- A. Please evaluate the performance of the Service Provider 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 subservice Providers / cash flow, etc.						
Total						

- B. Would you consider / recommend this Service Provider again

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2019

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 Service Provider to put referees who are reachable

Name of Service Provider

Signature of principal agent

Date

Evaluation Template – Project Reference Forms - 4

Project Title:	THE CONSTRUCTION OF MOROKWENG PRIMARY SCHOOL (8GB)
Project Number:	EDU07/23NW

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 Service Provider.

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 Service Provider):

Project name: _____.

Project location: _____.

Construction period: _____ Completion date: _____

Contract value: _____

- A. Please evaluate the performance of the Service Provider 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 subservice Providers / cash flow, etc.						
Total						

- B. Would you consider / recommend this Service Provider again

YES	NO

C. Any other comments:

D. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2019

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 Service Provider to put referees who are reachable

Name of Service Provider

Signature of principal agent

Date

Evaluation Template – Project Reference Forms - 5

Project Title:	THE CONSTRUCTION OF MOROKWENG PRIMARY SCHOOL (8GB)
Project Number:	EDU07/23NW

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 Service Provider.

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 Service Provider):

Project name: _____.

Project location: _____.

Construction period: _____ Completion date: _____

Contract value: _____

- A. Please evaluate the performance of the Service Provider 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 subservice Providers / cash flow, etc.						
Total						

YES	NO
------------	-----------

--	--

A. Any other comments:

B. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2019

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 Service Provider to put referees who are reachable

Name of Service Provider

Signature of principal agent

Date

B. Would you consider/recommend this Service Provider again

YES	NO

A. Any other comments:

B. My contact details are:

Telephone: _____ Cellphone: _____ Fax: _____

E-mail: _____

Thus signed at _____ on this _____ day of _____ 2019

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 Service Provider to put referees who are reachable

Name of Service Provider

Signature of principal agent

Date

CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 4(4) of the OHS Act 1993 Construction Regulations 2003 (referred to as "the Regulations" hereafter), a Contractor may only be appointed to perform construction work if the Employer is satisfied that the Contractor has the necessary competencies and resources to carry out the work safely in accordance with the Occupational Health and Safety Act No 85 of 1993 and the OHS Act 1993 Construction Regulations 2003.

To that effect a person duly authorized by the tenderer must complete and sign the declaration hereafter in detail.

Declaration by Tenderer

1. I the undersigned hereby declare and confirm that I am fully conversant with the Occupational Health and Safety Act No 85 of 1993 (as amended by the Occupational Health and Safety Amendment Act No 181 of 1993), and the OHS Act 1993 Construction Regulations 2003.
2. I hereby declare that my company / enterprise has the competence and the necessary resources to safely carry out the construction work under this contract in compliance with the Construction Regulations and the Employer's Health and Safety Specifications.
3. I hereby undertake, if my tender is accepted, to provide a sufficiently documented Health and Safety Plan in accordance with Regulation 5(1) of the Construction Regulations, approved by the Employer or his representative, before I will be allowed to commence with construction work under the contract. I hereby agree that my company/enterprise will not have a claim for compensation for delay or extension of time because of my failure to obtain the necessary approval for the said safety plan.
4. I confirm that copies of my company's approved Health and Safety Plan, the Employer's Safety Specifications as well as the OHS Act 1993 Construction Regulations 2003 will be provided on site and will at all times be available for inspection by the Contractor's personnel, the Employer's personnel, the Engineer, visitors, and officials and inspectors of the Department of Labour.
5. I hereby confirm that adequate provision has been made in my tendered rates and prices in the bill of quantities to cover the cost of all resources, actions, training and all health and safety measures envisaged in the OHS Act 1993 Construction Regulations 2003, including the cost for specific items that may be scheduled in the bill of quantities.
6. I hereby confirm that I will be liable for any penalties that may be applied by the Employer in terms of the said Regulations for failure on my part to comply with the provisions of the Act and the Regulations as set out in Regulation 30 of the Regulations.
7. I agree that my failure to complete and execute this declaration to the satisfaction of the Employer will mean that I am unable to comply with the requirements of the OHS Act 1993 Construction Regulations 2003, and accept that my tender will be prejudiced and may be rejected at the discretion of the Employer.

8. I am aware of the fact that, should I be awarded the contract, I must submit the notification required in terms of Regulation 3 of the OHSA 1993 Construction Regulations 2003 (*example attached hereafter*) before I will be allowed to proceed with any work under the contract.

SIGNATURE: IDENTITY NUMBER:

(*of person authorised to sign on behalf of the Tenderer*)

DATE:.....

**PRO FORMA NOTIFICATION FORM IN TERMS OF THE OCCUPATIONAL HEALTH AND
SAFETY ACT 1993, CONSTRUCTION REGULATIONS 2003**

***[In terms of Regulation 3 of the Construction Regulations 2003, the successful
Tenderer must complete and forward this form prior to commencement of work to the
office of the Department of Labour.]***

1. (a) Name and postal address of Contractor:
.....
(b) Name of Contractor's contact person:
Telephone number:
2. Contractor's compensation registration number:
3. (a) Name and postal address of client:
.....
(b) Name of client's contact person or agent:
Telephone number.....
4. (a) Name and postal address of designer(s) for the project:
.....
(b) Name of designer's contact person:
Telephone number.....
5. Name of Contractor's construction supervisor on site appointed in terms of
Regulation 6(1):
Telephone number:
6. Name/s of Contractor's sub-ordinate supervisors on site appointed in terms of regulation
6(2).
.....
7. Exact physical address of the construction site or site office:.....
.....
8. Nature of the construction work:
.....
9. Expected commencement date:
10. Expected completion date:
11. Estimated maximum number of persons on the construction site:
12. Planned number of subcontractors on the construction site accountable to Contractor:

13. Name(s) of subcontractors already chosen:
.....

SIGNED BY:

CONTRACTOR:.....DATE:.....

IDENTITY NUMBER:.....

CLIENT:.....DATE:.....
.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

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

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attach proof of such authority to the bid document? **YES / NO**

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

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

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

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

YES/NO

2.10 Are you, or any person connected with the bidder,
aware of any relationship (family, friend, other) between
any other bidder and any person employed by the state
who may be involved with the evaluation and or adjudication
of this bid?

2.10.1 If so, furnish particulars.

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

YES/NO

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

2.11.1 If so, furnish particulars:

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

3. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

4 **DECLARATIONS**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. 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 tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps} = \mathbf{80} \left(1 - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right) & \mathbf{or} & \mathbf{Ps} = \mathbf{90} \left(1 - \frac{\mathbf{Pt} - \mathbf{Pmin}}{\mathbf{Pmin}} \right)
 \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
51%+ Women owned	3			
51%+ Youth owned	2			
51%+ Disability owned	2			
BBBEE Level 1	3			
BBBEE Level 2	2			
BBBEE Level 3 & Above	1			
MAX POINTS	10			

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

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

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

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

(Tick applicable box)

YES		NO	
-----	--	----	--

3..1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

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

.....
NB

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

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

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

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

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

**NOTE: The above information is required for information purposes
ONLY SBD 6.2 and its ANNEXURES**

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

LOCAL CONTENT DECLARATION BY THE CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL) IN RESPECT OF BID NO. EDU07/23NW

ISSUED BY: NORTHWEST DEPARTMENT OF EDUCATION

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby
declare, in my capacity asof

.....(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

(ii) the declaration templates have been audited and certified to be correct.

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

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

Local content %, as calculated in terms of SATS 1286:2011	
---	--

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Tick sheet of returnable schedules:

	Tick
Record of Addenda to Tender Documents	
Certificate of Attendance of Site Inspection	
Compulsory Enterprise Questionnaire	
Certificate of Authority for Signature	
Schedule of Plant and Equipment	
Schedule of Tenderer's Trade References	
Schedule of Tenderer's Experience	
Key Personnel (CV & certified copies of qualifications where applicable)	
Bills of Quantities / Schedule of Rates (all items priced)	
Proposed Amendments and Qualifications	
Joint Venture Agreement	
Copy of COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, eg Letter of Good Standing	
CIDB Registration number provided	
Proof of Specific Goals	
Contractor's Health and Safety Declaration	
SBD4	
SBD 6.1	
SBD 6.2	

NORTHWEST DEPARTMENT OF EDUCATION

Construction of Morokweng Primary School

C1.1 Form of Offer and Acceptance

Offer

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

EDU07/23NW – Construction of Morokweng Primary School

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)

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 Date

.....

Name Identity number

.....

Capacity

for the tenderer

(Name and
.....

address of
organization)
.....

.....
Name and
signature
of witness

NOTE: Failure of a tenderer to sign this part of the tender form (offer) will invalidate

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 Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any 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 fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed 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.

Signature Date

.....

Name Identity number

Capacity

**for the
Employer** North West Department of Education
Garona Building, East Wing
Ground Floor
Mmabatho

Name and
signature
of witness Date

Schedule of Deviations

1 Subject
.....
Details
.....
.....
.....
.....
.....
.....
.....

2 Subject
.....
Details
.....
.....
.....
.....
.....
.....
.....

3 Subject
.....
Details
.....

[illegible]

NORTHWEST DEPARTMENT OF EDUCATION

Construction of Morokweng Primary School

C1.2 Contract Data for Contract number EDU07/23NW

The Conditions of Contract are the JBCC Series 2000 Principal Building Agreement inclusive of the Contract Data Addenda EC and CE (Edition 6.2) of May 2018) prepared by the Joint Building Contracts Committee Inc.

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

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

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

The additions, deletions and alterations to the JBCC Principal Agreement are:

Clause Additions, deletions and alterations

- 1.1 ADD the following definitions in **DEFINITIONS AND INTERPRETATIONS** with the following wording:
CORRUPT PRACTICE means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution
FRAUDULENT PRACTICE means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.
INTEREST means the interest rates applicable to 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).
SECURITY means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss.
- 1.6 Any notice given may be delivered by hand, sent by prepaid registered post or email.

Notice shall be presumed to have been duly given when:
Delete sub-clause 1.6.3

3.5 Alter to read as follows : Formal signatures are required to render this agreement binding

3.7 Add to the end thereof:

The **contractor** shall supply and keep a copy of the **JBCC** Series 2000 Principal Building Agreement and Preliminaries applicable to this contract on the site, to which the **employer**, **principal agent** and **agents** shall have access at all times.

3.10 Replace the second reference to “**principal agent**” with the word “**employer**”.

4.3 No clause

5.1 Alter to read as follows: the **employer** shall retain its authority and not give a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.

5.3 Alter To read as follows: The principal Agent shall Not have authority to bind the employer

9 Clause 9.0 is amended by adding Clause 9.1.4:

The **contractor** indemnifies and holds harmless the **employer** against all liability, losses, claims, damages, penalties, actions, proceedings or judgments (collectively referred to as “Losses”) arising from any infringement of letters, patent design, trademark, name, copyright or other protected rights in respect of any machine, plant, work, materials, thing, system or method of using, fixing, working or arrangement used or fixed or supplied by the **contractor**, but such indemnity shall not cover any use of the equipment of part thereof otherwise than in accordance with the provisions of the specification. All payments and royalties payable in one sum or by installments or otherwise shall be included by the **contractor** in the price and shall be paid by him to those to whom they may be payable. The **contractor** shall reimburse the **employer** for all legal and other costs and expenses, including without limitation attorney’s fees on attorney-client scale incurred by the **employer** in connection with investigation, defending or settling any Losses in connection with pending or threatening litigation in which the **employer** is a party.

10.5 Add the following as 10.5:

Damage to the works

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

- (b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**.
- (c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by the **employer** that is the result of the expected risks as set out in 10.6.
- (d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

10.6 Add the following as 10.6:

Injury to Persons or loss of or damage to Properties

- (a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding whether arising in common law or by statute, consequent upon personal injuries to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.
- (b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immovable 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, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.
- (c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost therefore from the **contractor** or to deduct the same from amounts due to the **contractor**.
- (d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.
- (e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.
- (f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property

- 10.7 Add the following as 10.7:

HIGH RISK INSURANCE

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

10.7.1 Damage to the works

The **contractor** shall, from the **commencement date** of the **works** until the date of the **certificate of practical completion**, bear the full risk of and hereby indemnifies and hold 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, replace and/or repair the **works**, at the **contractor's** own costs.

10.7.2 Injury to persons or loss of or damage to property

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

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

- 10.7.4 The **employer** shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the **contractor's** default of his obligations as set out in 10.7.1, 10.7.2 and 10.7.3. Such losses or damages may be recovered from the **contractor** or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between

the **employer** and the **contractor** and for this purpose all these contracts shall be considered one indivisible whole.

14.0

Replace Clause 14.0 subclauses with "Security shall be applied as per treasury regulations"

15.1.3 Add 15.1.3 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within fourteen (14) **calendar days** of date of acceptance of the tender.

15.2.1 Under 41: Amend to read as follows:

Give the **contractor** possession of the **site** within ten (10) **working days** of the **contractor** complying with the terms of 15.1.

16.4 Delete clause 16.4

20.0 Alter clause 20.0 to read as following: "The principal agent shall assist the employer to "

20.1.3 No clause.

21 Replace sub-clauses 21.1.2 to 21.1.4 and 21.2 to 21.6 with the following:

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

29 Clause 29.0 is amended by:-

i) The addition of the following clauses:-

Clause 29.9

"Revision to the date for **practical completion** shall only be considered when work on the critical path of the agreed programme for the works is delayed."

ii) Clause 29.10 – Acceleration

Clause 29.10.1

Irrespective of whether or not the **principal agent** rules that the **contractor** is entitled to an extension of time or a revision of the date for **practical completion**, the **principal agent** shall nevertheless, at any time, be entitled to instruct the **contractor** in writing to accelerate the progress of the remaining **works** to ensure that the **works** are completed by the original date for **practical completion** or revised date as the case may be.

Clause 29.10.2

Upon receipt of such instruction, the **contractor** shall take all necessary steps to ensure that the **works** are completed timeously including the provision by him of additional resources, plant, manpower, etc and the working overtime or additional overtime beyond that contemplated at the time of tender (at all times adhering to the regulations and requirements of all authorities) and by all other adequate and proper means and methods. The **contractor** shall prove that such steps are being taken if called upon to do so.

Clause 29.10.3

The **contractor's** entitlement to compensation arising out of or in respect of any revision to the date for **practical completion** that may have been granted by the **principal agent** or alternatively where the **principal agent** has instructed the **contractor** to accelerate, shall be adjudicated strictly in terms of clause 32.

- 32.5.1 Add the following to the end of each of these clauses: "... due to no fault of the
32.5.4 **contractor.**"
32.5.7
- 32.12
- 34.10 Replace "seven (7) **calendar days**" with "thirty (30) **calendar days**
- 34.13 Replace "seven (7) **calendar days**" with "twenty one (21) **calendar days**"
- 36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:
- 36.1.3 The **contractor's** refusal or neglect to comply strictly with any of the conditions of contract.
- 36.1.4 The **contractor's** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
- 36.1.5 The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.

The additions to the JBCC Principal Agreement are:

Claus e	Additions
A1	<p>A1.0 Labour intensive component of the works</p> <p>A1.1 Payment of labour-intensive component of the works.</p> <p>Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p>

A1.2 Applicable labour laws

The Ministerial Determination, Special Public Works Programme, 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, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.

1 Introduction

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

1.2 In this document –

- (a) “department” means any department of the State, implementing agent or contractor;
- (b) “employer” means any department, implementing agency or contractor 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 an 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.

2 Terms of Work

2.1 Workers on a SPWP are employed on a temporary basis.

2.2 A worker may NOT be employed for longer than 24 months in any five-year cycle on a SPWP.

2.3 Employment on a SPWP does not qualify as employment as a contributor for the purposes of the Unemployment Insurance Act 30 of 1966.

3 Normal Hours of Work

3.1 An employer may not set tasks or hours of work that require a worker to work–

- (a) more than forty hours in any week;
- (b) on more than five days in any week; and

	<p>(c) for more than eight hours on any day.</p> <p>3.2 An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>3.3 A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p> <p>4 Meal Breaks</p> <p>4.1 A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>4.2 An employer and worker may agree on longer meal breaks.</p> <p>4.3 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.</p> <p>4.4 A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p> <p>5 Special Conditions for Security Guards</p> <p>5.1 A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>5.2 A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p> <p>6 Daily Rest Period</p> <p>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.</p> <p>7 Weekly Rest Period</p> <p>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").</p> <p>8 Work on Sundays and Public Holidays</p> <p>8.1 A worker may only work on a Sunday or public holiday to perform emergency or security work.</p> <p>8.2 Work on Sundays is paid at the ordinary rate of pay.</p> <p>8.3 A task-rated worker who works on a public holiday must be paid –</p> <p style="padding-left: 40px;">(a) the worker's daily task rate, if the worker works for less than four hours;</p> <p style="padding-left: 40px;">(b) double the worker's daily task rate, if the worker works for more than four hours.</p> <p>8.4 A time-rated worker who works on a public holiday must be paid –</p>
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	<ul style="list-style-type: none"> (a) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday; (b) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday
	<p>9 Sick Leave</p> <p>9.1 Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</p> <p>9.2 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.</p> <p>9.3 A worker may accumulate a maximum of twelve days' sick leave in a year.</p> <p>9.4 Accumulated sick-leave may not be transferred from one contract to another contract.</p> <p>9.5 An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</p> <p>9.6 An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</p> <p>9.7 An employer must pay a worker sick pay on the worker's usual payday.</p> <p>9.8 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 –</p> <ul style="list-style-type: none"> (a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period. <p>9.9 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.</p> <p>9.1 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.</p> <p>10 Maternity Leave</p> <p>10.1 A worker may take up to four consecutive months' unpaid maternity leave.</p> <p>10.2 A worker is not entitled to any payment or employment-related benefits during maternity leave.</p> <p>10.3 A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.</p> <p>10.4 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.</p> <p>10.5 A worker may begin maternity leave –</p>

	<ul style="list-style-type: none"> (a) four weeks before the expected date of birth; or (b) on an earlier date – <ul style="list-style-type: none"> (i) 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 (ii) if agreed to between employer and worker; or (c) 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. <p>10.6 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.</p> <p>10.7 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.</p> <p>11 Family responsibility leave</p> <p>11.1 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 -</p> <ul style="list-style-type: none"> (a) when the employee's child is born; (b) when the employee's child is sick; (c) in the event of a death of – <ul style="list-style-type: none"> (i) the employee's spouse or life partner; (ii) employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling. <p>12 Statement of Conditions</p> <p>12.1 An employer must give a worker a statement containing the following details at the start of employment –</p> <ul style="list-style-type: none"> (a) the employer's name and address and the name of the SPWP; (b) the tasks or job that the worker is to perform; and (c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract; (d) the worker's rate of pay and how this is to be calculated; (e) the training that the worker will receive during the SPWP. <p>12.2 An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.</p> <p>12.3 An employer must supply each worker with a copy of these conditions of employment.</p> <p>13 Keeping records</p> <p>13.1 Every employer must keep a written record of at least the following –</p>
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	<ul style="list-style-type: none"> (a) the worker's name and position; (b) in the case of a task-rated worker, the number of tasks completed by the worker; (c) in the case of a time-rated worker, the time worked by the worker; (d) payments made to each worker. <p>13.2 The employer must keep this record for a period of at least three years after the completion of the SPWP.</p> <p>14 Payment</p> <p>14.1 An employer must pay all wages at least monthly in cash or by cheque or into a bank account.</p> <p>14.2 A task-rated worker will only be paid for tasks that have been completed.</p> <p>14.3 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.</p> <p>14.4 A time-rated worker will be paid at the end of each month.</p> <p>14.5 Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</p> <p>14.6 Payment in cash or by cheque must take place –</p> <ul style="list-style-type: none"> (a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker. <p>14.7 An employer must give a worker the following information in writing –</p> <ul style="list-style-type: none"> (a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker. <p>14.8 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.</p> <p>14.9 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.</p> <p>15 Deductions</p> <p>15.1 An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</p> <p>15.2 An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</p>
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	<p>15.3 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.</p> <p>15.4 An employer may not require or allow a worker to –</p> <ul style="list-style-type: none"> (a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed. <p>16 Health and Safety</p> <p>16.1 Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>16.2 A worker must –</p> <ul style="list-style-type: none"> (a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behaviour by another person to their employer or manager. <p>17 Compensation for Injuries and Diseases</p> <p>17.1 It is the responsibility of the employers (other than a contractor) 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.</p> <p>17.2 A worker must report any work-related injury or occupational disease to their employer or manager.</p> <p>17.3 The employer must report the accident or disease to the Compensation Commissioner.</p> <p>17.4 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.</p> <p>18 Termination</p> <p>18.1 The employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>18.2 A worker will not receive severance pay on termination.</p> <p>18.3 A worker is not required to give notice to terminate employment. However, a</p>
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	<p>worker who wishes to resign should advise the employer in advance to allow the employer to find a replacement.</p> <p>18.4 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.</p> <p>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 24-month period.</p> <p>19 Certificate of Service</p> <ul style="list-style-type: none"> (a) the worker's full name; (b) the name and address of the employer; (c) the SPWP on which the worker worked; (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.
A2	<p>A2.0 Expanded Public Works Programme</p> <p>A2.1 The Contractor will be required to employ staff which satisfy the EPWP requirements as per the Guidelines for the implementation of labour-intensive infrastructure projects under the EPWP and as stipulated in this Contract.</p>
A3	<p>A3.0 Mandatory Training</p> <p>A3.1 The Contractor will be required to provide training to sub-contractors. An allowance for this has been made in the final summary of the bills of quantities, which will be treated as a budgetary allowance which the Contractor can use for training and which may be deducted in part or in whole from the project should it not be used.</p>

Part 1: Contract Data Completed by the Employer

Clause	Item and data
1.2	<p>The Employer is the Department of Education, Northwest Province</p> <p>The address of the Employer is: Garona Building, East Wing, Ground Floor, Mmabatho</p> <p>Telephone: (018) 388-1763</p> <p>Address (postal): Private Bag X 2044 Mmabatho 2735</p>
5.1	<p>The Principal Agent is: ASEDA CONSULTING ENGINEERS</p> <p>Telephone: 018 386 1389</p> <p>Address (physical): Office 02 Mmabatho Palms Dr. Nelson Mandela Drive Mmabatho 2735</p>

Part 2: Contract Data completed by the Contractor

Clause	Item and data
1.2	<p>The name of the Contractor is.</p> <p>.....</p> <p>The address of the contractor is:</p> <p>Telephone:</p> <p>Facsimile:</p> <p>Address (physical):</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Address (postal):</p> <p>.....</p> <p>.....</p>

NORTHWEST DEPARTMENT OF EDUCATION

Construction of Morokweng Primary School

C1.3 Construction Guarantee

GUARANTOR DETAILS AND DEFINITIONS

Guarantor means

Physical address

Guarantor's signatory 1 Capacity

Guarantor's signatory 1 Capacity

Employer means **The Department of Education – Northwest Province**

Contractor means

Agent means **ASEDA CONSULTING ENGINEERS**

Works means **Construction of Morokweng Primary School**

Site means **Morokweng Village**

Agreement means **The JBCC Series 2000 Principal Agreement**

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

Amount in figures R

Amount in words
(Rand)

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

Amount in words
(Rand)

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

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

2 The Guarantor hereby acknowledges that:

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

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

3 Subject to the Guarantor's maximum liability referred to in clauses 1, the Guarantor hereby undertakes to pay the Employer the sum certified upon receipt of the documents identified in sub-clauses 3.1 to 3.3:

3.1 A copy of a first written demand issued by the Employer to the Contractor stating that payment of a sum certified by the Principal Agent in an interim or final payment certificate has not been made in terms of the Agreement and failing such payment within seven (7) calendar days, the Employer intends to call upon the Guarantor to make payment in terms of sub-clause 3.2

3.2 A first written demand issued by the Employer to the Guarantor at the Guarantor's physical address with a copy to the Contractor stating that a period of seven (7) calendar days has elapsed since the first written demand in terms of sub-clause 4.1 and that the sum certified has still not been paid therefore the Employer calls up this Guarantee and demands payment of the sum certified from the Guarantor.

3.3 A copy of the said payment certificate, which entitles the Employer to receive payment in terms of the Agreement of the sum certified in clause 3.

4 Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's

physical address calling up this Guarantee stating that:

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

Signed at Date
.....

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

Identity number Identity number
.....

Witness 1 Witness 2
.....

Guarantor's seal or stamp

NORTHWEST DEPARTMENT OF EDUCATION

Construction of Morokweng Primary School

ADJUDICATOR'S AGREEMENT

This agreement is made on the day of between:

..... (name of company / organisation)
of
.....

(address) and

..... (name of company / organisation)
of
.....

(address)

(the Parties) and

..... (name)
of
.....

(address)

(the Adjudicator).

Disputes or differences may arise/have arisen* between the Parties under a Contract dated .

..... and known as.
.....

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

* Delete as necessary

IT IS NOW AGREED as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.**
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules..**
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.**
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their**

behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.

- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

SIGNED	SIGNED by:	SIGNED by:
by:		
Name: _____	Name: _____	Name: _____
Id: _____	Id: _____	Id: _____
who warrants that he / she is duly authorised to sign for and on behalf of the first Party in the presence of	who warrants that he / she is duly authorised to sign for and behalf of the second Party in the presence of	the Adjudicator in the presence of
Witness	Witness:	Witness:
Name: _____	Name _____	Name: _____
Address: _____	Address: _____	Address: _____
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 traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) 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 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item

	2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 30 days after receipt of invoice.

*

Delete as necessary

NORTHWEST DEPARTMENT OF EDUCATION

Construction of Morokweng Primary School

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 Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
 - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 5.0 (reprint 1), July 2007. 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 various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 5.0 (reprint 1), July 2007. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the 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 prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of total payment and payment for additional work that may have to be carried out.

- 6 The drawings listed in the Scope of Works and used for the setting up of these Bills of Quantities are kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.
- 7 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 with the written approval of the Employer's representative.
- 8 The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed. Note that the quantities in the schedule of rates are nominal quantities. Actual quantities will be measured by the employer's quantity surveyor per specific building when it is identified for general maintenance work.
- 9 Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
- 10 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. However, this is to be avoided and all items in the bill of quantities / schedule of rates must be priced. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 11 Where any item is not relevant to this specific contract, such item is marked N/A (signifying "not applicable")
- 12 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 (Preliminary and General) of the Bills of Quantities
- 13 The Bills of Quantities are not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities is at the Contractor's risk.
- 14 The 'Value Related' amount of the Preliminary and General Section 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 Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
- 15 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
- 16 The amount or items of the Preliminary and General Section 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 / Schedule of Rates:
 - 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).
- 17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
- a) 10 percent is Fixed;
b) 15 percent is Value Related
c) 75 percent is Time Related.
- 18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section 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.
- 19 All work is to be constructed using labour-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract
- 20 Payment for items, which are designated to be constructed under labour-intensive methods, will not be made unless they are constructed using labour-intensive methods. Any unauthorized 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.
- 21 The tenderer is to acquaint himself/herself as to the specific requirements of this tender as contained in additional clauses A1 to A2 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements

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C2.2 Bills of Quantities / Schedule of Rates

REFER TO FOLLOWING LINK:

Note: Tenderers to include the detailed priced bill of quantities in the flash drive as stated above.

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C3. SCOPE OF WORKS

The proposed architectural designs scope under this project will entail the following:

1. Guard House
2. Refuse Yard
3. Admin block
4. Multipurpose Hall
5. 3 Classrooms Grade R block
6. 24 Classrooms
7. Multipurpose Room
8. Media/ Library Center
9. Computer Room
10. Nutrition block
11. Covered Assembly
12. 2 x Covered Vegetables gardens/ Hoop houses.
13. Covered Eating area.
14. Covered parking.
15. Covered Walkways
16. Paving and Landscaping
17. 2 x Combi courts
18. 1 x Soccer field
19. 37 Ablutions
20. Proposed Invisible fence.
21. Main entrance design with drop-off area

Civil engineering works

Water supply

- Construction of 63mm and 75mm uPVC diameter water reticulation on class B bedding
- Supply and Installation of water uPVC pipe fittings, including bends, anchor blocks and valves.
- Supply and Installation of a bulk water meter
- Supply and Installation of a 20kl ground water storage tank
- Supply and Installation of a 65kl elevated water storage tank
- Supply and installation of pumps
- Supply and Installation of a chlorinating water treatment plant

Sewer reticulation

- Construction of the 110mm and 160mm uPVC diameter sewer reticulation on class B bedding
- Supply and installation of fittings such as inspection eyes and manholes
- Construction of a septic tank

Minor earthworks

- Excavation and bedding preparation for pavement structure
- Construction of pavement layers for the parking area, court yards, and walkways

Stormwater reticulation

- Excavation and bedding preparation for channels
- Construction of open concrete channels

- Construction of the rain gardens to detain stormwater.

Electrical engineering works

The scope of work deemed necessary to support building operations are per below:

- Supply, installation, and termination of new PVC SWA low voltage wiring cables
- Reticulation of feeder cables to individual buildings
- Supply and installation of new kiosks and/or distribution boards - each distribution board to be fed from the main/sub distribution kiosk.
- Installation of energy saving light fittings Light Emitting Diode (LED) which are SABS approved.
- Installations of single and double socket outlets in accordance with SANS 164-2:2018 (Ed. 3.02)
- Installations of one way and two-way light switches
- Single phase isolators for mechanical equipment/geyser and HVAC and other operators).
- Single phase and three phase isolators for mechanical equipment and systems.
- Earthing and lightning protection installations will be designed / specified in accordance with SANS 10313, SANS 10129, and SANS10198-12
- External and area lighting systems that double up as security fixtures – site wide.
- Information Communication technology (ICT) systems installation, including but not limited to CCTV, access control and alarm systems.
- Alternative power supply

Mechanical engineering, fire, and wet service

- Wet services,
- Heating, ventilation, and air conditioning & refrigeration (HVAC),
- Fire protection,
- Manual Fire Alarm system

Fire protection

The firefighting systems considered for this development shall be of portable, handheld type. The installation shall also ensure that National Building Regulation requirements are met, and fire safety is achieved to as high a standard as is practical.

The following fire protection measures shall be addressed:

- Passive fire design for buildings:
 - Construction requirements,
 - Means of egress.
- Active fire designs and installations:
 - Firefighting equipment and fire signage,
 - Emergency evacuation routes and evacuation signage.

2 DRAWINGS

REFER TO ANNEXURE X and Y

3 PROCUREMENT

3.1 Preferential procurement procedures

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

3.1.1 Requirements for the sourcing and engagement of labour

3.1.1.1 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.

3.1.1.2 The published rate of pay set for the EPWP must be used for the various categories of labour:

Description	Daily wage for 8 hour work day
Unskilled labour	
Semi skilled labour	
Skilled labour	
Supervisor	

- 3.1.1.3 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.
- 3.1.1.4 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 3.1.1.3.
- 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) those who are not in receipt of any social security pension income
- 3.1.1.6 The Contractor shall endeavour to ensure that the expenditure on the employment of temporary workers is in the following proportions:
- a) 50% women;
 - b) 25% youth who are between the ages of 18 and 25; and
 - c) 2% on persons with disabilities.

3.1.2 Specific provisions pertaining to SANS 1914-5

3.1.2.1 Definitions

- 3.1.2.1. Targeted labour: Unemployed persons who are employed as local labour on the project.
1

3.1.2.2 Contract Participation Goal

- 3.1.2.2. The minimum Contract Participation Goal applicable to the Contract is 30%.
1

- 3.1.2.2. 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. The Person / days will be calculated in accordance with Appendix E.3: Contract Person / Days Calculation Format.
2

3.1.2.3 Terms and conditions for the engagement of targeted labour

- 3.1.2.3. Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts to be signed between the

- 1 Contractor and workers will be in accordance with the pro-forma contract, attached as Appendix E.1.
- 3.1.2.3. Further to the provisions of clause 5.2 of SANS 1914-5, the Contractor will use the pro-forma
2 attendance register, attached as Appendix E.2, to record the required information as per said clause.

3.1.2.4 Variations to the SANS 1914-5

None

3.1.2.5 Training of targeted labour

- 3.1.2.5. The Employer will appoint a service provider that will provide training to the workers. The Contractor
1 need not provide for payment of said service provider.
- 3.1.2.5. Workers will receive 2 days of training for every 22 working days for the duration of the Contract.
2
- 3.1.2.5. An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers
3 who attend training, in terms of 3.1.2.5.
- 3.1.2.5. Records pertaining to the attendance, progress and performance of trainees will be kept by the
4 Contractor and made available to the Employer.
- 3.1.2.5. The Contractor shall do nothing to dissuade targeted labour from participating in training
5 programmes.

4. MANAGEMENT

4.1 Recording of weather

The Contractor shall erect an effective rainfall gauge on the site and record the daily rainfall figures in a book. Such book shall be handed to the employer's representative for his signature no later than 12 days after rain that is considered to justify an extension of time occurs.

4.2 Unauthorised persons

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

4.3 Management meetings

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

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

4.4 Forms for contract administration

The Contractor shall be required to submit an updated contractor monthly report during site meetings, which will be used by the consultant to update the client.

4.5 Payment certificates

The Contractor shall ensure that the VAT invoice required with each certificate is delivered timeously. The date of the certificate will be that of the date when the certificate is received by the employer.

The Contractor shall ensure timeous submission of all required documentation for the expedient processing of payment certificates, as required by the client, eg BAS entity forms, company registration details, VAT clearance certificates, etc. The Contractor is responsible for such documentation submission.

Labour intensive competencies of supervisors and management staff

Contractors having a CIDB contractor grading designation of 5 CE and higher shall only engage supervisory and management staff in labour intensive works who have either completed, or for the period 1 April 2004 to 30 June 2006, are registered for training towards, the skills programme outlined in Table 1.

The managing principal of the contractor, namely, a sole proprietor, the senior partner, the managing director or managing member of a close corporation, as relevant, having a contractor grading designation of 1CE, 2CE, 3CE and 4CE shall have personally completed, or for the period 1 April 2004 to 30 June 2006 be registered on a skills programme for the NQF level 2. All other site supervisory staff in the employ of such contractors must have completed, or for the period 1 April 2004 to 30 June 2006 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

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
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		Use Labour Intensive Construction Methods to Construct and Maintain Water and Sanitation Services	
		Use Labour Intensive Construction Methods to Construct, Repair and Maintain Structures	
Foreman/ supervisor	4	Implement labour Intensive Construction Systems and Techniques	This unit standard must be completed, and
		Use Labour Intensive Construction Methods to Construct and Maintain Roads and Stormwater Drainage	} any one of these 3 unit standards
		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

NORTHWEST DEPARTMENT OF EDUCATION

Construction of Morokweng Primary School

C4 Site Information


.....
BSC: CHAIRPERSON

DATE: 12/07/2023

OCCUPATIONAL HEALTH AND SAFETY SPECIFICATION

FOR

**MANAGED ON BEHALF OF
NORTHWEST DEPARTMENT OF
EDUCATION
(THE “CLIENT”)**

KEY ROLE PLAYERS

CLIENT

Project Manager

Principal Agent

Architect

Quantity Surveyor

Civil Engineer

Electrical Engineer

Clerk of Works

CHS Agent

PRINCIPAL CONTRACTOR

Contracts Manager

Site Agent

CHS Officer/s

Other:

LIST OF ABBREVIATIONS

AIA	Approved Inspection Authority
BoQ	Bill of Quantities
CC	Compensation Commissioner
CHS	Construction Health and Safety
CHSA	Construction Health and Safety Agent
CHSO	Construction Health and Safety Officer
CR	Construction Regulations (Gazette 10113 of 07/02/2014)
DMR	Driven Machinery Regulations
DoL	Department of Labour
FEMA	Federated Employers Mutual Association
GAR	General Administration Regulations
GSR	General Safety Regulations
HCSR	Hazardous Chemical Substances Regulations
HIRA	Hazard Identification Risk Assessment
H&S	Health and Safety
ER	Engineer's Representative
LI	Labour Intensive
OH	Occupational Health
OHS	Occupational Health and Safety
OHS Act	Occupational Health and Safety Act No. 85 of 1993 (as amended)
OHSS	Occupational Health and Safety Specification
PA	Principal Agent
PSHSS	Project Specific Health and Safety Specification
PC	Principal Contractor
PPE	Personal Protective Equipment
SANS	South African National Standards (Authority)
SDS	Safety Data Sheet
SWP	Safe Work Procedure

1 Definition

Act: the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

Competent person: any person having the knowledge, training and experience specific to the work or task being performed

Employer's Health and Safety Agent: the person appointed as agent by the Employer in terms of Regulation 5(5) of the Construction regulations and named in the contract data as the being the employer's agent responsible for health and safety matters

Ergonomics: the application of scientific information concerning humans to the design of objects, systems and the environment for human use in order to optimise human well-being and overall system performance

Hazard: 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

Health and safety plan: a documented plan which addresses hazards identified and includes safe work procedures to mitigate, reduce or control the hazards identified.

Healthy: free from illness or injury attributable to occupational causes

Incident: an event or occurrence occurring at work or arising out of or in connection with the activities of persons at work, or in connection with the use of plant or machinery, in which, or in consequence of which:

a) Any person dies, becomes unconscious, suffers the loss of a limb or part of a limb or is otherwise injured or becomes ill to such

a degree that he is likely either to die or to suffer a permanent physical defect or likely to be unable for a period of at least 14 days either to work or to continue with the activity for which he was employed or is usually employed;

b) A major incident occurred; or

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

i) A dangerous substance was spilled;

ii) The uncontrolled release of any substance under pressure took place;

iii) Machinery or any part thereof fractured or failed resulting in flying, falling or uncontrolled moving objects; or machinery ran out of control

Inspector: a person designated as such under section 28 the Act

Major incident: an occurrence of catastrophic proportions, resulting from the use of plant or machinery, or from activities at a workplace

Reasonably practicable: practicable having regard to:

a) The severity and scope of the hazard or risk concerned;

b) The state of knowledge reasonably available concerning that hazard or risk and of any means of removing or mitigating that hazard or risk;

c) The availability and suitability of means to remove or mitigate that hazard or risk; and

d) The cost of removing or mitigating that hazard or risk in relation to the benefits deriving therefrom;

Registered person: a person registered in terms of the Electrical Installation Regulations

Risk: the probability that injury or damage will occur

Safe: free from any hazard

Scaffold: any temporary elevated platform and supporting structure used for providing access to and supporting workmen or materials or both

Structure

a) Any building, steel or reinforced concrete structure (not being a building), railway line or siding, bridge, waterworks, reservoir, pipe or pipeline, cable, sewer, sewage works, fixed vessels, road, drainage works, earthworks, dam, wall, mast, tower, tower crane, batching plants, pylon, surface and underground tanks, earth retaining structure or any structure designed to preserve or alter any natural feature, and any other similar structure;

b) Any formwork, false work, scaffold or other structure designed or used to provide support or means of access during construction work; or

c) Any fixed plant in respect of work which includes the installation, commissioning, decommissioning or dismantling and where any such work involves a risk of a person falling two metres or more

Substance: any solid, liquid, vapour, gas or aerosol, or combination thereof

Suitable: capable of fulfilling or having fulfilled the intended function or fit for its intended purpose

Workplace: any premises or place where a person performs work in the course of his employment

2. Interpretation

2.1 The Act and its associated regulations shall have precedence in the interpretation of any ambiguity or inconsistency between it and this specification.

2.2 Compliance with the requirements of this specification does not necessarily result in compliance with the provisions of the Act.

POHS1 SCOPE

POHS1.1 Preamble

Without derogating from the Occupational Health and Safety Act 85 of 1993 and the Regulations, the tenderer shall take into consideration the following in preparation of the Health and Safety Plan for this project.

Due to the wide scope and definition of construction work, every construction activity and site will be different, and circumstances and conditions may change even on a daily basis. Therefore, due caution is to be taken by the Principal Contractor when drafting the Health and Safety Plan based on these Health and Safety Specifications. Prior to drafting the Health and Safety Plan, and in consideration of the information contained herein, the contractor shall set up a Risk Assessment Program to identify and determine the scope and details of any risk associated with any hazard at the construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard. This Risk Assessment and the steps identified will be the basis or point of departure for the Health and Safety Plan. The Health and Safety Plan shall include documented 'Methods of Statement' (see definitions under Construction Regulations) detailing the key activities to be performed in order to reduce as far as practicable, the hazards identified in the Risk Assessment.

Every effort has been made to ensure that this specification document is accurate and adequate in all respects. Should it however, contain any errors or omissions they may not be considered as grounds for claims under the contract for additional reimbursement or extension of time, or relieve the Principal Contractor from his responsibilities and accountability in respect of the project to which this specification document pertains. Any such inaccuracies, inconsistencies and/or inadequacies must immediately be brought to the attention of the Agent and/or Client.

POHS1.2 Scope of Health and Safety Specification Document

The Health and Safety Specifications pertaining to the project is intended to outline any special requirements pertaining to the health and safety matters (including the environment) applicable to the project in question. These Specifications should be read in conjunction with the Act, the Construction Regulations and all other Regulations and Safety Standards which were or will be promulgated under the Act or incorporated into the Act and be in force or come into force during the effective duration of the project. The stipulations in this specification, as well as those contained in all other documentation pertaining to the project, including contract documentation and technical specifications shall not be interpreted, in any way whatsoever, to countermand or nullify any stipulation of the Act, Regulations and Safety Standards which are promulgated under, or incorporated into the Act.

The information relative to the scope of the project, the works etc. are detailed in the tender, are to be considered when developing the H&S plan and associated documentation.

The OHS Act S.37.2 Mandatory Agreement must be fully completed by the PC, supplied by the Client. These documents shall be deemed to form part of the returnable Contract Documents.

No work may commence without written approval of the H&S plan by the CHS Agent.

POHS1.3 Purpose

The Client is obligated to implement measures to ensure the health and safety of all people and properties affected under its custodianship or contractual commitments, and is further obligated to monitor that these measures are structured and applied according to the requirements of these Health and Safety Specifications.

The purpose of this specification document is to provide the relevant Principal Contractor (and his/her contractor) with any information other than the standard conditions pertaining to construction sites which might affect the health and safety of persons at work and the health and safety of persons in connection with the use of infrastructure; and to protect persons other than persons at work against hazards to health and safety arising out of or in connection with the activities of persons at work during the carrying out of construction work for the Department of Basic Education. The Principal Contractor (and his/her contractor) is to be briefed on the significant health and safety aspects of the project and to be provided with information and requirements on inter alia:

- a) safety considerations affecting the site of the project and its environment;
- b) safety considerations affecting the persons occupying the site;
- c) health and safety aspects of the associated structures and equipment;
- d) submissions on health and safety matters required from the Principal Contractor (and his /her contractor); and
- e) the Principal Contractor's (and his/her contractor) health & safety plan.

POHS1.4 Scope of Construction Work

Refer to the BOQ: Part C3 Scope of work

POHS2 OCCUPATIONAL HEALTH & SAFETY MANAGEMENT

POHS2.1 Structure and Organisation of OH&S Responsibilities

POHS2.2 Overall Supervision and Responsibility for OH&S

The Client and/or its Agent on its behalf to ensure that the Principal Contractor, appointed in terms of Construction Regulation 5(1)(h), implements and maintains the agreed and approved H&S Plan. Failure on the part of the Client or Agent to comply with this requirement will not relieve the Principal Contractor from any one or more of his/her duties under the Act and Regulations.

The Chief Executive Officer of the Principal Contractor in terms of Section 16 (1) of the Act to ensure that the Employer (as defined in the Act) complies with the Act.

All OH&S Act (85 /1993), Section 16 (2) appointee/s as detailed in his/her/their respective appointment forms to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

Competent Construction Managers 8(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 8(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, and/or Client. The Supervisor will be held responsible for the safety of working teams and subordinates, housekeeping and stacking and storage of materials

The Construction Supervisor and Assistant Construction Supervisor/s appointed in terms of Construction Regulation 8 (7) and 8 (8) to regularly, in writing, report to their principals on matters of health and safety per routine and ad hoc inspections and on any deviations as soon as observed, regardless of whether the observation was made during any routine or ad hoc inspection and to ensure that the reports are made available to the principal Contractor to become part of site records (Health & Safety File).

POHS2.3 Further (Specific) Supervision Responsibilities for OH&S

Several appointments or designations of responsible and /or competent people in specific areas of construction work are required by the Act and Regulations.

Due to the nature of the work for this particular project:

The PC will employ at least one competent, full-time CHS Officer 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. Qualifications shall include at least Grade 12 SAMTRAC/NEBOSH/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.

If proof of registration as a Construction Health and Safety Officer with SACPCMP is supplied, the above requirements will not be required.

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.

Further to the above due to the nature of the work- the PC shall appoint H&S representatives to provide assistance to the H&S officer.

POHS2.4 Communication & Liaison

OH&S Liaison between the Employer, the Principal Contractor, the other Contractors, the Designer and other concerned parties shall be through the Principal Agent.

In addition to the above, communication may be directly to the Client or his appointed Agent, verbally but followed up in writing, as and when the need arises.

The Principal Contractor will be responsible for the dissemination of all relevant OH&S information to the other Contractors e.g. design changes agreed with the Client and/or its Agent on its behalf and the Designer, instructions by the Client and/or his/her agent, exchange of information between Contractors, the reporting of hazardous/dangerous conditions/situations etc.

POHS3 RESPONSIBILITIES

POHS3.1 Client

- a) The Client or his appointed Agent on his behalf will appoint each Principal Contractor for this project or phase/section of the project in writing for assuming the role of Principal Contractor as intended by the Construction Regulations and determined by the Bills of Quantities.
- b) The Client or his appointed Agent on his behalf shall discuss and negotiate with the Principal Contractor the contents of the health and safety plan of the both Principal Contractor and Contractor for approval.
- c) The Client or his appointed Agent on his behalf, will take reasonable steps to ensure that the health and safety plan of both the Principal Contractor and Contractor is implemented and maintained. The steps taken will include periodic audits at intervals of at least once every month.
- d) The Client or his appointed Agent on his behalf, will prevent the Principal Contractor and/or the Contractor from commencing or continuing with construction work should the Principal Contractor and/or the Contractor at any stage in the execution of the works be found to:
 - have failed to have complied with any of the administrative measures required by the Construction Regulations in preparation for the construction project or any physical preparations necessary in terms of the Act;
 - have failed to implement or maintain their health and safety plan;
 - have executed construction work which is not in accordance with their health and safety plan; or
 - act in any way which may pose a threat to the health and safety of any person(s) present on the site of the works or in its vicinity, irrespective of him/them being employed or legitimately on the site of the works or in its vicinity.

POHS3.2 Principal Contractor

- a) The Principal Contractor shall accept the appointment under the terms and Conditions of Contract. The Principal Contractor shall sign and agree to those terms and conditions and shall, before commencing work, notify the Department of Labour of the intended construction work in terms of Regulation 4 of the Construction Regulations. The Principal Contractor shall submit the notification in writing prior to commencement of work and inform the Client or his Agent accordingly.
- b) The Principal Contractor shall ensure that he is fully conversant with the requirements of this Specification and all relevant health and safety legislation. This Specification is not intended to supersede the Act nor the Construction Regulations or any part of either. Those sections of the Act and the Construction Regulations

which apply to the scope of work to be performed by the Principal Contractor in terms of this contract (entirely or in part) will continue to be legally required of the Principal Contractor to comply with. The Principal Contractor will in no manner or means be absolved from the responsibility to comply with all applicable sections of the Act, the Construction Regulations or any Regulations proclaimed under the Act or which may be perceivable be applicable to this contract.

- c) The Principal Contractor shall provide and demonstrate to the Client a suitable and sufficiently documented health and safety plan based on this Specification, the Act and the Construction Regulations, which shall be applied from the date of commencement of and for the duration of execution of the works. This plan shall, as appendices, include the health and safety plans of all Sub-contractors for which he has to take responsibility in terms of this contract.
- d) The Principal Contractor shall provide proof of his registration and good standing with the Compensation Fund or with a licensed compensation insurer prior to commencement with the works.
- e) The Potential Principal Contractor shall, in submitting his tender, demonstrate that he has made provision for the cost of compliance with the specified health and safety requirements, the Act and Construction Regulations. (Note: This shall have to be contained in the conditions of tender upon which a tenderer's offer is based.)
- f) The Principal Contractor shall consistently demonstrate his competence and the adequacy of his resources to perform the duties imposed on the Principal Contractor in terms of this Specification, the Act and the Construction Regulations.
- g) The Principal Contractor shall ensure that a copy of his health and safety plan is available on site and is presented upon request to the Client, an Inspector, Employee or Sub-contractor.
- h) The Principal Contractor shall ensure that a health and safety file, which shall include all documentation required in terms of the provisions of this Specification, the Act and the Construction Regulations, is opened and kept on site and made available to the Client or Inspector upon request. Upon completion of the works, the Principal Contractor shall hand over a consolidated health and safety file to the Client.
- i) The Principal Contractor shall, throughout execution of the contract, ensure that all conditions imposed on his Sub-contractors in terms of the Act and the Construction Regulations are complied with as if they were the Principal Contractor.
- j) The Principal Contractor shall from time to time evaluate the relevance of the Health and Safety Plan and revise the same as required, following which revised plan shall be submitted to the Client and/or his/her Agent for approval.

POHS4 GENERAL REQUIREMENTS OF HEALTH AND SAFETY PLAN

POHS4.1 General

It will be expected from the Contractor to include in his safety plan method statements on how to accomplish the requirements relating to the Construction Regulations 2014 and related incorporated standards and regulations.

Contractors should describe how their safety management systems will work and what control procedures they plan on using to ensure safety on the construction site

The following generic aspects should be covered in their safety plan

- o What administrative procedures the Contractor envisages to use in the implementation and maintenance of the safety plan with reference to the construction site
- o How continuous assessment of the safety plan will be assessed and implemented with respect to construction site
- o What control systems the Contractor envisages to implement on site to support his safety program
- o How the Contractor will ensure that he adheres to the construction regulations in respect of competent persons for appointments
- o What external resources the Contractor envisages on using to ensure successful implementation and sustainability of the safety plan
- o What training to employees the Contractor envisages and how he would go about to execute it
- o The Contractor should indicate which competent persons he plans on employing
- o How the contractor will ensure that school children are not affected by construction activities.

During the tendering phase it will be expected from the tenderer to explain in detail how the abovementioned will be accomplished.

Once a successful tenderer has been appointed, the Contractor shall supply a detailed Health and Safety Plan for review by the Employer, prior to site mobilization, to ensure compliance with the Construction Regulations 2014. Mobilization shall be dependent upon the acceptance of the Contractor's Health and Safety Management Plan by the Employer. The Contractor's Health and Safety Plan should include, but not be limited to, those sections indicated in Section 3.2 of this specification.

POHS4.2 Outline of Health and Safety Plan

The Contractor's Health and Safety Plan prepared in accordance with this specification shall consist of at least the following sections and sub-sections:

1. Aim and Scope of Plan,
2. Risk Assessment,
 - a. Alternative Forms of Risk Assessment,
 - b. Methodology of Risk Assessment,
 - c. Elements of Risk Assessment,
Scope of assessment, Risks Identified, Risk Analysis, Risk Evaluation, Risk Treatment, Monitoring and reviewing,
3. Resources,
Health and Safety Staffing Organogram, Supervisors, Inspectors and Issuers, Employees, Subcontractors inclusive of their scope of work and their core resources, Training, Plant, Vehicles, Equipment
4. Materials,
Temporary Materials, Permanent Materials
5. Categories of Work
6. Implementation of Health and Safety Plan,
Administrative systems, Training, Reporting, Monitoring, Inspections
7. Auditing,
Internal audits of subcontractors and follow-up audits
8. Emergency procedures and response

POHS5 RISK ASSESSMENT

POHS5.1 General

This section of the specification provides guidelines for the Contractor in preparation of risk assessments in order to ensure compliance with Regulation 7 of the Construction Regulations, 2014. This section highlights the principles related to the preparation of suitable and sufficient risk assessments. Contractor Staff intending to prepare risk assessments should be trained and suitably experienced in the application envisaged. The Contractor is to take into consideration the scope of works when compiling the risk assessment.

POHS5.2 Updating of Risk Assessment

The Contractor is to update his risk assessment in accordance with any design changes and/or when he becomes aware of any issues that will affect the health and safety of his employees and others.

POHS6 RESOURCES

POHS6.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its Regulations and related incorporated standards with regards to the resources and facilities intended for use on the temporary and permanent Works.

POHS6.2 Legal appointments

POHS6.2.1 Inspectors, supervisors and Issuers

The Contractor shall provide in his Health and Safety Plan his intended Staffing Organogram for the Works. The organogram should include those inspectors, supervisors and issuers as envisaged in the Construction Regulations 2014 required for the Works and any additional supervisory staff members as the Contractor (having taken the scope of the Works into account) considers necessary.

Copies of the supervisory staffs' curriculum vitae or portfolio of evidence and their appointment letters should be appended to the Contractor's Health and Safety Plan.

The Contractor's Health and Safety Plan should in addition cover at least the following aspects:

- a) The number of unskilled, semi-skilled and skilled (including Foreman, Charge hands, Artisans, Operators, Drivers, Clerks, Store man and Team Leaders) employees he intends employing on the Works,
- b) The health and safety training to be provided to the Contractor's employees,
- c) The programme of the health and safety training,
- d) Systems for the review of the effectiveness of the training provided, and
- e) Systems to determine further training requirements throughout the construction period.

The Contractor shall ensure that he includes in his Health and Safety Plan the appointment letters for all his inspectors, supervisors and issuers appointed for the Works.

POHS6.2.2 Subcontractors

The Contractor shall with reference to the use of subcontractors on the Works and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- a) The steps intended to ensure that his Subcontractors prepare, implement and maintain Health and Safety Plans,
- b) How health and safety information will be made available to his Subcontractors when changes are brought about to the design,
- c) How he intends determining that his Subcontractors are registered and in good standing with the compensation fund or with a licensed compensation insurer prior to the commencement of the Works,
- d) How he intends determining if his Subcontractors have made provision in their tenders for the cost of health and safety measures during the construction of the Works,
- e) How he intends satisfying himself on the competencies and resources of Subcontractors he intends appointing, and
- f) How he intends ensuring that his Subcontractors perform risk assessments prior to commencing their respective portions of the Works.

POHS6.2.3 Competencies

The Contractor shall establish if a person is competent to perform a certain duty or be appointed in a certain capacity by requesting all candidates to supply the required certificates of competency. Where certificates of competencies cannot be delivered, the Contractor shall request a portfolio of evidence from the respective candidates.

Contractors should do enquiries at the South African Qualifications Authority (SAQA) relating to the qualifications required for appointment of competent persons.

POHS6.3 Plant, Vehicles and Equipment

The following plant, vehicles and equipment is relevant:

- o Construction vehicles and mobile plant, Electrical Installation and Machinery on construction sites, Ladders, Fall Protection Equipment, Scaffolding, Personal Safety
- o Equipment and Facilities, First Aid,
- o Emergency Equipment and Procedures

The Contractor shall cover at least the following matters in his Health and Safety Plan:

- o How he intends complying,
- o What systems he intends using to ensure the safety,
- o What tests will be performed to establish the safety,
- o How he intends maintaining plant, vehicles and equipment, and
- o How he will document compliance.

Subject	Requirement
*Site Vehicles	All Site Vehicles, Dumpers, Bobcats, Loaders etc; checked daily before use by driver / operator. Inventory of vehicles used/operated on site Inspection by means of a checklist / results recorded.

	No persons riding on equipment not designed or designated for passengers. Site speed limit posted, enforced and not exceeded. Drivers / Operators trained / licensed and carrying proof. No unauthorised persons allowed to drive /operate equipment.
Conveyors	Conveyor belt nip points and drive gear guarded. Emergency stop/lever/brake fitted, clearly marked & accessible and tested to be functional under full load.
Brick Cutting Machine	Operator Trained. Only authorised persons use the machine. Emergency stop switch clearly marked and accessible. Area around the machine dry and slip/trip free/clear of off-cuts All moving drive parts guarded/electrical supply cable protected Operator using correct PPE - eye/face/hearing/foot/hands/body.
*Electric Arc Welder	Welder Trained. Only authorised / trained persons use welder. Earth cable adequately earthed to work. Electrode holder in good condition/safe Cables, clamps & lugs/connectors in good condition. Area in which welding machine is used is dry/protected from wet. Welder using correct PPE - eye/ face/foot/body/respirator. Correct transparent screens & warning signs placed
Concrete Mixer / Batch Plant	Top platform provided with guardrails. Dust abatement methods in use. Operators using correct PPE - eye / hands / respirators. All moving drive parts guarded. Emergency stops identified / indicated and accessible. Area kept clean/dry/and free from tripping and slipping hazards. Operators overseer identified and crane signals displayed and used.
*Gas Welding / Flame Cutting Equipment	Only authorised/trained persons use the equipment. Torches and gauges in good condition. Flashback arrestors fitted at cylinders and gauges. Hoses in good condition/correct type/all connections with clamps Cylinders stored, used and transported in upright position, secured in trolley / cradle / to structure. All cylinders regularly checked for leaks, leaking cylinders returned immediately Fire prevention/control methods applied/hot work permits

POHS7 MATERIALS

POHS7.1 General

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the design, supply, storage and erection of materials used for the temporary and permanent Works.

The following shall be discussed in detailed:

- Use and temporary storage of flammable liquids on construction sites
Stacking and storage

Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable
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POHS8 CATEGORIES OF WORK

In this section of his Health and Safety Plan, the Contractor will be required to state how he intends to comply with

the requirements of the Occupational Health and Safety Act, 1993 and all its regulations and related incorporated standards with regards to the execution of the following categories of work.

The Contractor shall, without limiting his obligations, cover at least the following matters in his Health and Safety Plan under this category of work:

POHS8.1 Construction welfare facilities

Contractors will be required to adhere to Regulation 30: Construction Welfare Facilities.

This regulation must be read in conjunction with the provisions of the Facilities Regulations, 1990 (as amended) and SANS 0400.

The Contractor must discuss the following in detail in his safety plan:

- How will the Contractor establish the amount of facilities required for employees to shower, change, eat and attend to sanitary needs
- What measures will the employer take to house employees on site who lives far from their residences or for the provision of transport

POHS8.2 Environmental regulations for workplaces

The Contractor shall comply with the Environmental Regulations for Workplaces, 1987, and shall address the following aspects as described in the regulations in his Health and Safety plan:

- Thermal requirements, Lighting, Windows, Ventilation, Housekeeping, Noise and hearing conservation and Fire precautions and means of egress.

Subject	Requirement
*Lighting	Adequate lighting in places where work is being executed e.g. stairwells and basements. Light fittings placed / installed causing no irritating/blinding glare. Stroboscopic effect eliminated (not only reduced) where moving objects or machinery is used
*Ventilation	Adequate ventilation / extraction / exhausting in hazardous areas e.g. chemicals / adhesives / welding / petrol or diesel/ motors running and in confined spaces / basements.
*Noise	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
*Heat Stress	Measures in place to prevent heat exhaustion in heat stress problem areas e.g. steel decks, when the WBGT index reaches 30. (See Environmental Regulation 4) Cold drinking water readily available at all times.
*Ablutions	Sufficient hygiene facilities provided - 1 toilet per 30 employees (National Building Regulations prescribe chemical toilets for Construction sites) Toilet paper available. Facilities for washing hands provided Soap/cleaning agent available for washing hands Means of drying hands available Ablution facilities kept hygienic and clean.
*Eating / Cooking Facilities	Adequate storage facilities provided. Weather protected eating area provided, separate from changing area Refuse bins with lids provided. Facilities kept clean and hygienic.
*Pollution of Environment	Measures in place to minimize dust generation. Accumulation or littering of empty cement pockets, plastic wrapping / bags, packing materials etc. prevented. Spillage / discarding of oil, chemicals and diesel into storm water and other drains or into existing or newly dug holes/cavities on site expressly prohibited.
*Hazardous Chemical Substances	All substances identified and list available e.g. acids, flammables, poisons etc. Material Safety Data Sheets (MSDS) indicating hazardous properties and emergency procedures in case of incident on file and readily available. Substances stored safely. Expiry dates meticulously checked where applicable

POHS8.3 Housekeeping on construction sites

Contractors will be required to adhere to Construction Regulation 27: Housekeeping on construction sites.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- How will contractors ensure the neatness of construction sites
- What measures does the Contractor envisage to Store and/or stack materials, Remove debris from site, Prevent unauthorized entrance to the site, Protect employees or passers-by from falling objects

Subject	Requirement
*Scrap Removal System	All items of Scrap/Unusable Off-cuts/Rubble and redundant material removed from working areas on a regular basis. (Daily) Scrap/Waste removal from heights by chute/hoist/crane. Nothing thrown/swept over sides. Scrap disposed of in designated containers/areas Removal from site/yard on a regular basis.
Stacking & Storage	<u>Stacking:</u> * Stable, on firm level surface/base. * Prevent leaning/collapsing * Irregular shapes bonded * Not exceeding 3x the base * Stacks accessible * Removal from top only. <u>Storage:</u> * Adequate storage areas provided. * Functional – e.g. demarcated storage areas/racks/bins etc. * Special areas identified and demarcated e.g. flammable gas, cement etc. * Neat, safe, stable and square. * Store/storage areas clear of superfluous material. * Storage behind sheds etc. neat/under control. * Storage areas free from weeds, litter etc.
*Waste Control/Reclamation	Re-usable off-cuts and other re-usable material removed daily and kept to a minimum in the work areas. All re-usable materials neatly stacked/stored in designated areas. (Nails removed/bent over in re-usable timber). Issue of hardware/nails/screws/cartridges etc. controlled and return of unused items monitored.
Sub-contractors (Housekeeping)	Sub-contractors required to comply with Housekeeping requirements.

POHS8.4 Fire precaution on construction sites

Contractors will be required to adhere to Construction Regulation 29: Fire precautions on construction sites.

This regulation must be read in conjunction with the provisions of the Environmental Regulations for Workplaces, 1987 (as amended).

The Contractor must discuss the following in detail in his safety plan:

- How the Contractor will minimize the risk of fire on the site
- How the Contractor will identify potential fire hazards
- What prohibitions the Contractor will implement to manage risk areas
- How many employees the Contractor will train in fire fighting
- What organization the Contractor envisage to combat fires on sites
- What precautions and procedures will be followed to evacuate employees in the case of a fire

Subject	Requirement
*Fire Extinguishing Equipment	Fire Risks Identified and on record <u>The correct and adequate Fire Extinguishing Equipment available for:</u> * Offices * General Stores * Flammable Store

	<ul style="list-style-type: none"> * Fuel Storage Tank/s and catchment well * Gas Welding / Cutting operations * Where flammable substances are being used / applied. * Equipment Easily Accessible
*Maintenance	Fire equipment checked minimum monthly, serviced yearly
*Location & Signs	<u>Fire Extinguishing Equipment:</u> <ul style="list-style-type: none"> * Clearly visible * Unobstructed * Signs posted including "No Smoking" / "No Naked Lights" where required. (Flammable store, Gas store, Fuel tanks etc.)
* Storage Issue & Control of Flammables (incl. Gas cylinders)	<p>Storage Area provided for flammables with suitable doors, ventilation, bund etc.</p> <p>Flammable store neat / tidy and no Class A combustibles. Decanting of flammable substances carried out in ignition free and adequately ventilated area. Container bonding principles applied</p> <p>Only sufficient quantities issued for one task or one day's usage</p> <p>Separate, special gas cylinder store/storage area.</p> <p>Gas Cylinders stored / used / transported upright and secured in trolley/cradle/structure and ventilated.</p> <p>Types of Gas Cylinders clearly identified as well as the storage area and stored separately.</p> <p>Full cylinders stored separately from empty cylinders.</p> <p>All valves, gauges, connections, threads of all vessels to be checked regularly for leaks.</p> <p>Leaking acetylene vessels to be returned to the supplier IMMEDIATELY.</p>
*Storage, Issue & Control of Hazardous Chemical Substances (HCS)	<p>HCS storage principles applied: products segregated</p> <p>Only approved, non-expired HCS to be used</p> <p>Only the prescribed PPE shall be used as the minimum protection</p> <p>Provision made for leakage/spillage containment and ventilation</p> <p>Emergency showers/eye wash facilities provided</p> <p>HCS under lock & key controlled by designated person</p> <p>Decanted/issued in containers as prescribed with information/warning labels</p> <p>Disposal of unwanted HCS by accredited disposal agent</p> <p>No dumping or disposal of any HCS on or inside the storage area or anywhere else on the project site</p> <p>All vessels or containers to be regularly checked for leaks</p>

POHS8.5 Structures

The Contractor will be required to adhere to Construction Regulation 11: Structures.

The Contractor must discuss the following in detail in his safety plan:

- Explain what controls, test or precautions will be made to prevent structures from collapsing during construction,
- The Contractor shall indicate what steps will be taken and implemented to ensure that structures or parts thereof will not be loaded in such a manner that it may collapse, and
- What procedures does the Contractor envisage to implement in order to obtain all relevant data on structures before commencement of construction work.

Structures	<p>Information re. the structure being erected received from the Designer including:</p> <ul style="list-style-type: none"> - geo-science technical report where relevant - the design loading of the structure - the methods & sequence of construction - anticipated dangers/hazards/special measures to construct safely <p>Risk Assessment carried out</p> <p>Method statement drawn up</p> <p>All above available on Site</p> <p>Structures inspected before each shift. Inspections register kept</p>
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POHS8.6 Watching, barricading and lighting

The Contractor must discuss the following in detail in his safety plan in respect of any excavation or other dangerous activity adjacent to public roads and thoroughfares:

- High visibility snow netting shall be used at all times,
- Type and spacing of warning lights and warning signs, and

- Control systems and personnel he intends employing to ensure that the above items are maintained.

POHS8.7 Formwork and support work

The Contractor shall with reference to Regulation 12: Formwork and Support Work, and without limiting his obligations, cover at least the following matters in his Health and Safety Plan:

- How the design of formwork and support work will be carried out,
- How the erection of formwork and support work will be managed,
- How the continuous assessment of the safety of formwork will be done,
- How the loading of formwork and support work will be managed or limited, and
- How he intends keeping records of the above.

POHS8.8 Electrical Installation

When carrying out Electrical Installation:

- No person may do electrical installation work as an electrical contractor unless that person has been registered as an electrical contractor in terms of the Electrical Installation Regulations.
- a copy of the certificate of registration of the registered person responsible for the Electrical installation covered by the Electrical Installations Regulations;
- the approval of the design of the part of an electrical installation which has a voltage in excess of 1 kV by a person deemed competent in terms of the Electrical Installations Regulations.
- The registered person is expected to issues a certificate of compliance after having satisfied himself or herself by means of an inspection and a test that, a new electrical installation complies with the provision of Regulation 5(1) of the Electrical Installation regulations and was carried out under his or her general control.
- the preliminary hazard identification undertaken by a competent person;

*Electrical Distribution Boards & Earth Leakage	<p>Colour coded / numbered / symbolic sign displayed.</p> <p>Area in front kept clear and unobstructed.</p> <p>Fitted with inside cover plate / openings blanked off / no exposed "live" conductors / terminals/Door kept close</p> <p>Switches / circuit breakers identified.</p> <p>Earth leakage protection unit fitted and operating.</p> <p>Tested with instrument: Test results within 15 – 30 milliamps</p> <p>Aperture/Opening/s provided for the plugging in and removal of extension leads without the need to open the door</p> <p>Apertures and openings used for extension leads to be protected against the elements and especially rain</p>
*Electrical Installations & Wiring	<p>Temporary wiring / extension leads in good condition / no bare or exposed wires.</p> <p>Earthing continuity / polarity correct:</p> <p>Looking at the open connectors to connect the wiring, the word "Brown" has the letter 'R' in it, so the <u>b'R'own</u> wire connects to the '<u>R</u>'ight hand connector. "Blue" has the letter 'L' in it, so the <u>b'L'ue</u> wire connects to the '<u>L</u>'eft hand connector.</p> <p>Cables protected from mechanical damage and moisture.</p> <p>Correct loading observed e.g. no heating appliance used from lighting circuit etc.</p> <p>Light fittings/lamps protected from mechanical damage/moisture.</p> <p>Cable arrestors in place and used inside plugs</p>
*Physical condition of Electrical Appliances & Tools	<p><u>Electrical Equipment and Tools:</u> (includes all items plugging in to a 16 Amp supply socket)</p> <p>Insulation / casing in good condition.</p> <p>Earth wire connected/intact where not of double insulated design</p> <p>Double insulation mark indicates that no earth wire is to be connected.</p> <p>Cord in good condition/no bare wires/secured to machine & plug.</p> <p>Plug in good condition, connected correctly and correct polarity.</p>

POHS8.9 Scaffolding CR 16

The contractor shall appoint competent persons in writing to:

- erect scaffolding (Scaffold Erector/s)
- act as Scaffold Team Leaders
- inspect Scaffolding weekly and after inclement weather (Scaffold Inspector/s)

Written Proof of Competence of above appointees shall be made available on site

Copy of SABS 085 available on Site

Risk Assessment must be carried out

Scaffold should be Inspected weekly/after bad weather. Inspection register/s kept in the SHE file

Subject	Requirement
Access/System Scaffolding	Foundation firm / stable Sufficient bracing. Tied to Structure/prevented from side or cross movement Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Complying with OH&S Act/SABS 085
Free Standing Scaffolding	Foundation firm / stable Sufficient bracing. Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs Height to base ratio correct Outriggers used /tied to structure where necessary Complying with OH&S Act/SABS 085
*Mobile Scaffolding	Foundation firm / stable Sufficient bracing. Platform boards in good condition/sufficient/secured. Handrails and toe boards provided. Access ladders / stairs provided. Area/s under scaffolding tidy. Safe/unsafe for use signs
*Mobile Scaffolding	Wheels / swivels in good condition Brakes working and applied. Height to base ratio correct. Outriggers used where necessary Complying with OH&S Act/SABS 085
Suspended Scaffolding	Outriggers securely supported and anchored. Correct No. of steel wire ropes used. Platform as close as possible to the structure. Handrails on all sides All winches / ropes / cables / brakes inspected regularly and replaced as prescribed Scaffolding complies with OHS Act (Act 85/93) Winch(es) maintained by competent person(s)
Formwork / Support Work	All components in good condition. Foundation firm / stable. Adequate bracing / stability ensured. Good workmanship / uprights straight and plumb. Good cantilever construction. Safe access provided. Areas under support work tidy. Same standards as for system scaffolding.

Special Scaffolding	Special Scaffolding e.g. Cantilever, Jib and Truss-out scaffolds erected to an acceptable standard and inspected by specialists.
Edges & Openings	Edges barricaded to acceptable standards. Manhole openings covered / barricaded. Openings in floor / other openings covered, barricaded/fenced. Stairs provided with handrails. Lift shafts barricaded / fenced off.

POHS8.10 Demolition Work

Demolition of community built structures

Construction. Regulation 14	Competent person/s appointed in writing to supervise and control Demolition work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Engineering survey and Method Statement available on Site Inspections to prevent premature collapse carried out by competent person before each shift. Inspection register kept
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POHS9 IMPLEMENTATION OF CONTRACTOR'S HEALTH AND SAFETY PLAN

POHS9.1 General

The Contractor shall describe in his Health and Safety Plan how he intends implementing his plan.

The Contractor shall indicate the methods he intends using to ensure accurate record keeping of all critical elements identified in his risk assessment and covered in his Health and Safety Plan.

The Contractor shall indicate how internal audits will be carried out, how shortcomings will be addressed, how he intends to review the safety plans, how he would train staff and how he would implement the findings and recommendations of internal audits or inputs of employees.

POHS9.2 Administrative Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996. The Contractor's administrative system shall without limiting his obligations, cover the following:

- Up keep of a safety file on site,
- Maintenance of his Health and Safety plan,
- Procedures to follow for the appointment of competent persons,
- Application for permits,
- Procedures to follow for notifications,
- Injury on duty [IOD] administration,
- Recording of minutes of safety meetings,
- Recording of checklists,
- Safe keeping of checklists, and
- Internal audits.

The Contractor shall in particular ensure that at least one copy of the Occupational Health and Safety Act, 1993.

OHS Act Section/ Regulation	Subject	Requirements
Construction. Regulation 4	Notice of carrying out Construction work	Department of Labour notified Copy of Notice available on Site
General Admin. Regulation 4	*Copy of OH&S Act (Act 85 of 1993)	Updated copy of Act & Regulations on site. Readily available for perusal by employees.
COID Act Section 80	*Registration with Compens. Insurer	Written proof of registration/Letter of good standing available on Site
Construction. Regulation 5 & 7(1)	H&S Specification & Programme	H&S Spec received from Client and/or its Agent on its behalf OH&S programme developed & Updated regularly
Section 8(2)(d)	*Hazard Identification &	Hazard Identification carried out/Recorded

Construction. Regulation 9	Risk Assessment	Risk Assessment and – Plan drawn up/Updated RA Plan available on Site Employees/Sub-Contractors informed/trained
Section 16(2)	*Assigned duties (Managers)	Responsibility of complying with the OH&S Act assigned to other person/s by CEO.
Construction. Regulation 8(1)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Manager with job description
Construction. Regulation 8(7)	Designation of Person Responsible on Site	Competent person appointed in writing as Construction Supervisor with job description
Construction. Regulation 8(8)	Designation of Assistant for above	Competent person appointed in writing as Assistant Construction Supervisor with job description
Section 17 & 18 General Administrative Regulations 6 & 7	*Designation of Health & Safety Representatives	More than 20 employees - one H&S Representative, one additional H&S Rep. for each 50 employees or part thereof. Designation in writing, period and area of responsibility specified in terms of GAR 6 & 7 Meaningful H&S Rep. reports. Reports actioned by Management.
Section 19 & 20 General Administrative Regulations 5	*Health & Safety Committee/s	H&S Committee/s established. All H&S Reps shall be members of H&S Committees Additional members are appointed in writing. Meetings held monthly, Minutes kept. Actioned by Management.
Section 37(1) & (2)	*Agreement with Mandatories/ (Sub-)Contractors	Written agreement with (Sub-)Contractors List of (Sub-)Contractors displayed. Proof of Registration with Compensation Insurer/Letter of Good Standing Construction Supervisor designated Written arrangements re. H&S Reps & H&S Committee Written arrangements re. First Aid
Section 24 & General Admin. Regulation 8 COID Act Sect.38, 39 & 41	*Reporting of Incidents (Dept. of Labour)	Incident Reporting Procedure displayed. All incidents in terms of Sect. 24 reported to the Provincial Director, Department of Labour, within 3 days. (Annexure 1?)(WCL 1 or 2) and to the Client and/or its Agent on its behalf Cases of Occupational Disease Reported Copies of Reports available on Site Record of First Aid injuries kept
General Admin. Regulation 9	*Investigation and Recording of Incidents	All injuries which resulted in the person receiving medical treatment other than first aid, recorded and investigated by investigator designated in writing. Copies of Reports (Annexure 1) available on Site Tabled at H&S Committee meeting Action taken by Site Management.
Construction. Regulation 10	Fall Prevention & Protection	Competent person appointed to draw up and supervise the Fall Protection Plan Proof of appointees competence available on Site Risk Assessment carried out for work at heights Fall Protection Plan drawn up/updated Available on Site
Construction. Regulation 10(5)	Roof work	Competent person appointed to plan & supervise Roof work. Proof of appointees competence available on Site Risk Assessment carried out Roof work Plan drawn up/updated Roof work inspect before each shift. Inspection register kept Employees medically examined for physical & psychological fitness. Written proof on site

POHS9.3 Reporting Systems

The Contractor shall comply with Section 9 of the General Administrative Regulations, 1996 and shall in particular

(in accordance with section 12) furnish an inspector with information relating to health and safety on the construction site, when requested to do so.

The Contractor shall notify the Employer of any investigations, complaint or criminal charge which may arise as a consequence of the provision of the Occupational Health and Safety Act, 1993 and its Regulations, pursuant to work performed in terms of this Contract.

POHS9.4

Training

The Contractor shall train all his employees in accordance with the requirements of section 13 of the Occupational Health and Safety Act, 1993. The Contractor shall ensure that every employee is informed of the following:

- The hazards of any work he has to perform or plant machinery or equipment he is permitted to use,
- Training (toolbox talks) shall be conducted weekly, and
- The precautionary measures which should be taken regarding the above.

The Contractor shall, without limiting his obligations, indicate in his Health and Safety Plan how he intends:

- Identifying the training needs of the personnel he intends employing, and
- Implementing the training identified.

Subject	Requirement
*Company OH&S Policy Section 7(1)	Policy signed by CEO and published/Circulated to Employees Policy displayed on Employee Notice Boards Management and employees committed.
*Company/Site OH&S Rules (Section 13(a))	Rules published Rules displayed on Employee Notice Boards Rules issued and employees effectively informed or trained: written proof Follow-up to ensure employees understand/adhere to the policy and rules.
*Induction & Task Safety Training (Section 13(a))	All new employees receive OH&S Induction Training. Training includes Task Safety Instructions. Employees acknowledge receipt of training. Follow-up to ensure employees understand/adhere to instructions.
*General OH&S Training (Section 13(a))	All current employees receive specified OH&S training: written proof Operators of Plant & Equipment receive specified training Follow-up to ensure employees understand/adhere to instructions.
*Occupational Health & Safety Promotion	<u>Incident Experience Board indicating e.g.</u> * No. of hours worked without an Injury * No. of days worked without an Injury Mission, Vision and Goal Star Grading - Board kept up to date. Safety Posters displayed & changed regularly Employee Notice Board for OH&S Notices. Site OH&S Competition. Company OH&S Competition. Participation in Regional OH&S Competition Suggestion scheme.

POHS9.5 Inspections and Monitoring

The Contractor shall be required to inspect each workplace prior to works commencing to ensure that all protective equipment is in place and that by entering the workplace no person will be exposed to any hazard which could affect his health or safety. The Contractor shall without limiting his obligations, indicate the following in his Health and Safety Plan:

- The inspection and monitoring procedures he intends employing to determine the safety of workplaces, and
- Who will be responsible for the checking of each workplace at the commencement of each shift?

The Contractor shall include in his Health and safety Plan all the checklists he intends using during the inspection and monitoring of the implementation of his Health and Safety Plan.

The Contractor can expect inspections of the works by any of the following parties:

- The Employer or his Safety Agent, or
- The designated officer serving in the Department of Labour and appointed by the Minister as chief inspector or his representative.

In addition to site inspections performed by the Employer or his safety agent they shall also do audits and assess the safety situation at the works and investigate incidents. Follow-up inspections will be performed to ensure compliance to recommendations done.

POHS9.6 Traffic Safety

No workers are allowed to be transported in open vehicles, or with plant and materials.

Traffic accommodation drawings will be provided by the Designer if deemed necessary, and any changes suggested or required are to be discussed and approved by the Designer. Speed controls must be clearly stipulated and managed. Additional care must be taken where workers, schooling community and public interface.

It must be noted that penalties are specified for non-compliances in this document.

POHS9.7 Public Safety

Subject	Requirement
*Notices & Signs	<p>Notices & Signs at entrances / along perimeters indicating "No Unauthorised Entry".</p> <p>Notices & Signs at entrance instructing visitors and non - employees what to do, where to go and where to report on entering the site/yard with directional signs. e.g. "Visitors to report to Office"</p> <p>Notices & Signs posted to warn of overhead work and other hazardous activities. e.g. General Warning Signs</p>
Site Safeguarding	Nets, Canopies, Platforms, Fans etc. to protect members of the public passing / entering the site.
*Security Measures	<p>Access control measures/register in operation</p> <p>Security patrols after hours during weekends and holidays</p> <p>Sufficient lighting after dark</p> <p>Guard has access to telephone/ mobile/other means of emergency communication</p>
*Emergency Preparedness	<p>Emergency contact numbers displayed and made available to Security & Guard</p> <p>Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards)</p> <p>Emergency contingency plan available on site/in yard</p> <p>Doors open outwards/unobstructed</p>
*Emergency Drill & Evacuation	<p>Emergency alarm audible all over (including in toilets)</p> <p>Adequate No. of employees trained to use Fire Fighting Equipment.</p> <p>Emergency Evacuation Plan available, displayed and practiced.</p> <p>(See Section 1 for Designation & Register)</p>

POHS10 GENERAL RISK MANAGEMENT

POHS10.1 Health risk and Medical surveillances

The following lists of products or substances are what have been identified as likely to be used on the project. Where the PC is likely to supply the product as the product has not been specified, safety data sheets (SDSs) need to be considered prior to all selections.

PRODUCT	POTENTIAL HEALTH OR OTHER RISKS
Cement	Hand mixing may occur, will be used for foundations of fence and gate posts. 50kg bags are an ergonomic risk from handling. Eye, skin and respiratory irritant from dust exposure, chromates.
Petrol/diesel/lubricants	Potentially a fuel bowzer on site. Fire, spillage, fumes

The PC is to ensure the H&S Officer and all supervision is responsible for ensuring the safe use of such products, and their inclusion into method statements and risk assessments. The appropriate SDSs are to be obtained for all products and used to develop the H&S documentation as they relate to the works.

Due to the LI component, ergonomic risks are to be noted and as such all workers (including those of Contractors) are to be included in the medical surveillance programme.

Workers will be exposed to noise, dust, due to the type of plant, materials specified and the general nature of the works.

All workers (including Contractors) are required to be in possession of a medical certificate of fitness prior to commencing work.

Full medical records are to be placed in the H&S file. Given the potential health risks the following aspects are to be included in each medical surveillance intervention:

- Full medical, surgical and occupational history;
- Full physical examination of all systems, and
- Referral if required for the management of identified health issues that may affect the worker.

Specific testing for existing conditions and limitations relative to exposure could include, but are not limited to:

- Audiometry (hearing tests) (if breakers are used;
- Any other tests identified as relevant

Failure to do so will be considered a serious offence.

POHS10.2 Emergency Procedures

The H&S Agents approval of an emergency plan and procedures is required prior to commencement on site. It is advised that the system should be simple and easy for any worker to follow. The plan may be adapted should new information or risks are identified.

At least 1/2 First aider level 2 shall be available at all times, and be able to work as a team when responding to any emergency on the project. The procedure shall detail the response plan in relation to the works, and include at least (but are not limited to) the following key elements:

- Appointment of a competent emergency response co-ordinator
 - Fire;
 - Public injury, and
 - Motor vehicle accidents.

The emergency plan is to ensure the inclusion of local service providers where possible. Such arrangements should be made with these persons prior to the commencement of the project.

POHS10.3 First Aiders and First Aid Equipment

Competent, trained First Aiders (Level 2) are to be formally appointed for the project. Contractors are expected to ensure compliance and manage their own first aiders and equipment.

General Safety Regulation 3	<p>Every workplace provided with sufficient number of First Aid boxes. (Required where 5 persons or more are employed)</p> <p>First Aid freely available</p> <p>Equipment as per the list in the OH&S Act.</p> <p>One qualified First Aider appointed for every 50 employees. (Required where more than 10 persons are employed)</p> <p>List of First Aid Officials and Certificates</p> <p>Name of person/s in charge of First Aid box/es displayed.</p> <p>Location of First Aid box/es clearly indicated.</p> <p>Signs instructing employees to report all Injuries/Illness including first aid injuries</p>
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POHS10.4 Fires and Emergency Management

The emergency plan is to include the risk of fire at site camps, on site and related to any specific activities.

Fire extinguishers will be appropriate for the risk and in sufficient numbers to deal with the type of fires that could occur. All mobile plant is to include the availability of fire extinguishers.

*Emergency Preparedness	<p>Emergency contact numbers displayed and made available to Security & Guard</p> <p>Emergency Evacuation instructions posted up on all notice boards (including employees' notice boards)</p> <p>Emergency contingency plan available on site/in yard</p> <p>Doors open outwards/unobstructed</p> <p>Emergency alarm audible all over (including in toilets)</p>
*Emergency Drill & Evacuation	<p>Adequate No. of employees trained to use Fire Fighting Equipment.</p> <p>Emergency Evacuation Plan available, displayed and practiced.</p>

POHS10.5 Incident Management and Compensation Claims

All incidents and accidents are to be investigated. All serious incidents involving any form of disabling injury or fatality are to be reported to the Designer and H&S Agent immediately. This shall be confirmed in writing as soon as possible after the incident. Full details are to be included in each site meeting. The details are also be included in the monthly report.

Failure to comply with emergency provisions will be considered a serious offence, and the operation or project may be stopped if deemed inadequate for the work at the time of assessment or site inspection.

POHS10.6 Personal Protective Equipment (PPE) and Clothing

The wearing of the identified SANS approved PPE at all times is non-negotiable. The PC shall ensure that all workers (Including Contractors) are issued with and shall wear:

- Hard hats;

- Protective footwear;
- Reflective bibs or vests and overalls;
- Eye and ear protection where deemed a risk, and
- Any other necessary PPE identified from SDSs or risk assessments.

Adequate quantities of PPE shall be kept on site at all times. This shall include necessary PPE for visitors. The procedures for managing PPE is to be in a formal procedure submitted with the H&S plan for approval.

Any person found on site without the necessary PPE will be removed from site until the PPE is supplied and worn, and penalties issued per non-compliance.

Subject	Requirement
*PPE needs analysis	Need for PPE identified and prescribed in writing. PPE remain property of Employer, not to be removed from premises GSR 2(4)
*Head Protection	All persons on site wearing Safety Helmets including Sub-contractors and Visitors (where prescribed)
*Foot Protection	All employees on site wearing Safety Footwear including Gumboots for concrete / wet work and non-slip shoes for roof work. Visitors to wear same upon request or where prescribed
*Eye and Face Protection	<u>Eye and Face (also Hand and Body) Protection</u> (Goggles, Face Shields, Welding Helmets etc.) used when operating the following: <ul style="list-style-type: none"> * Jack/ Kango Hammers * Angle / Bench Grinders * Electric Drills (Overhead work into concrete / cement / bricks * Explosive Powered tools * Concrete Vibrators / Pokers * Hammers & Chisels * Cutting / Welding Torches * Cutting Tools and Equipment * Guillotines and Benders * Shears * Sanders and Sanding Machines * CO2 and Arc Welding Equipment * Skill / Bench Saws * Spray Painting Equipment etc.
*Hearing Protection	<u>Hearing Protectors</u> (Muffs, Plugs etc.) used when operating the following: <ul style="list-style-type: none"> * Jack / Kango Hammers * Explosive Powered Tools * Wood/Aluminium Working Machines e.g. saws, planers, routers
*Hand Protection	<u>Protective Gloves</u> worn by employees handling / using: <ul style="list-style-type: none"> * Cement / Bricks / Steel / Chemicals * Welding Equipment * Hammers & Chisels * Jack / Kango Hammers etc.
*Respiratory Protection	Suitable/efficient prescribed <u>Respirators</u> worn correctly by employees handling / using: <ul style="list-style-type: none"> * Dry cement * Dusty areas * Hazardous chemicals * Angle Grinders * Spray Painting etc.
*Fall Prevention Equipment	Suitable <u>Safety Belts</u> / Fall Arrest Equipment correctly used by persons working on / in unguarded, elevated positions e.g.: <ul style="list-style-type: none"> * Scaffolding * Riggers * Lift shafts * Edge work * Ring beam edges etc. Other methods of fall prevention applied e.g. catch nets
*Protective Clothing	All jobs requiring protective clothing (Overalls, Rain Wear, Welding Aprons etc.) Identified and clothing worn.

*PPE Issue & Control	<p>Identified Equipment issued free of charge.</p> <p>All PPE maintained in good condition. (Regular checks).</p> <p>Workers instructed in the proper use & maintenance of PPE.</p> <p>Commitment obtained from wearer accepting conditions and to wear the PPE.</p> <p>Record of PPE issued kept on H&S File.</p> <p>PPE remain property of Employer, not to be removed from premises GSR 2(4)</p>
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POHS10.7 Care of school children on site

The construction area must be, as far as reasonably practicable, completely separated from the schooling community. Contractors must describe in their SHE Plans how construction activities will be carried out without affecting the health and safety of the children or the schooling community at large.

POHS10.8 Induction of Employees and visitors, General H&S Training

A formal induction programme is to be submitted as an addendum for approval with the H&S plan. Inductions must be carried out for all workers and visitors to the site.

Pre-task training is required to ensure workers are familiar with the risks and H&S measures of the work or tasks to be done. Such training is to be done at least daily. Records of inductions and pre-task training is to be kept in the H&S file.

Any person found on site without proof of induction will be removed from site until the proof is supplied and, and a penalty issued per non-compliance.

POHS10.9 Transportation of Workers on Site

Transportation of workers shall comply with the relevant legislative requirements. Vehicles used to transport workers to, from, or on site, shall have secure seats and be covered. The cover shall be securely fixed to the vehicle.

No equipment or materials shall be transported in the same vehicle at the same time as workers. Failure to transport workers in a safe manner will be regarded as a serious offence. Tenderers must indicate in their OHS plans what type of transport is envisaged and how this will be managed.

Failure to do so will be considered a serious offence.

POHS10.10 Management of Plant and Equipment

Close control of plant and equipment is required, including that of Contractors.

Daily monitoring of all plant and equipment is required prior to commencing work. Full lists of hired and own plant is to be available at the H&S Agent's audit. All daily inspection records are to be kept in the H&S file. Registers are not to be more than 1 week behind. Plant hire Contractors are to comply with the requirements, and comply with all H&S standards for the project.

Only competent, fit plant operators are to be used. Medical certificates of fitness are required for all operators. Noise levels are to be displayed on each item of plant.

Any plant or slings used to lift plant or material require annual load testing by an AIA, and all certificates must have the testers LMI/E number. Operators are to be adequately trained and certified to operate mobile cranes or crane trucks. Certificates and registers are to be placed in the H&S file.

Failure to do so will be considered a serious offence.

POHS10.11 Excavations

Excavations are not expected to be at depths greater than a maximum of 1m. The PC is to ensure that the schools

and general public are aware of the dangers of open excavations.

Method statements are to be approved by the Designer and associated risk assessments are required.

A competent person is to be appointed for managing all excavations.

All equipment and conditions to be checked daily prior to work commencing. Excavations should preferably not be open beyond what closed daily. Where excavations need to remain open, all excavations are to be properly protected. Adequate droppers with 1m high demarcation (approved by the Designer) and berms are required to be a safe distance from the edge of the angle of repose.

Adequate numbers of ladders are to be available to ensure safe access and egress from excavations. Ladders are required for excavations of greater than 300mm, and the ladder is to extend at least 1m above the edge of the excavation. No wooden ladders are allowed on site. Registers are to be available and current and kept in the H&S file.

Construction. Regulation 13	Competent person/s appointed in writing to supervise and inspect excavation work Written Proof of Competence of above appointee/s available on Site Risk Assessment carried out Inspected: - before every shift - after any blasting - after an unexpected fall of ground - after any substantial damage to the shoring - after rain. Inspections register kept Method statement developed where explosives will be/ are used
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Failure to comply is a serious offence.

POHS10.12 Care of Workers on Site (Welfare)

Adequate toilets, clean, safe drinking water and decent shelter will be afforded workers at all times. Toilets will be within reasonable distance of workers, or placed with each working team in safe, with reasonable privacy. Hand washing facilities will be provided. The Environmental and Facilities Regulations will be adhered to at all times.

Failure to address issues timeously will be considered a serious offence.

POHS10.13 Noise Risks

Considering that the construction activities are taking place in a live school environment, care must be taken so as not to interfere with learning activities. The contractor's SHE Plan must describe how this risk will be managed.

All plant brought in by plant hire companies or the PC is to be compliant with the Noise Induced Hearing Loss Regulations.

Audiometric testing of all workers is to be included in the medical surveillance programme for all workers. Audiometry records are to be available in the H&S file.

Suitable SANS approved hearing protective equipment shall be issued and worn where noise levels are identified as greater than 85dB.

*Noise	Tasks identified where noise levels exceeds 85 dB at any one time. All reasonable steps taken to reduce noise levels at the source. Hearing protection used where noise levels could not be reduced to below 85 dB.
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Failure to do so will be considered a serious offence.

POHS10.14 Occupational Health and Safety Signage

On-site H&S signage is required. Signage shall be posted up at fixed or temporary working areas, or other potential risk areas/operations. These signs shall be in accordance with the requirements of the General Safety Regulations or SANS requirements as amended. Signage is to be noted on the site drawings indicating where fixed signage is required.

Temporary signage is to include (but not be limited to) the following:

- 'Report to site office' / 'Warning: Construction Site – Keep out' or similar;
- 'Site office' (if relevant);
- 'hard hat area' or other PPE requirements noted;
- First aid box positions (including vehicles), and
- Fire extinguishers

Signs shall be posted at areas of work on site indicating that a construction site is being entered and that persons should take note of H&S requirements. Vehicles containing equipment must have signage indicating what is available.

POHS15 AUDITING

POHS15.1 Internal Audits

The audits contemplated in regulation 5(1)(o) of the Construction Regulations 2014 will be carried out by the Employer or his appointed Safety Agent.

The intervals for the audits shall be agreed between the Contractor and the Employer or his Safety Agent during the preparation of the Contractor's Health and Safety Plan, but shall be carried out at least once every month or at such shorter interval that an inspector may require. The Employer or his Safety Agent shall provide at least 24 hours notice prior to the conducting of an audit.

The findings of each audit will be made known to the Contractor and the Employer in a report prepared by the Employer or his Safety Agent and will be submitted to all parties within seven working days of the respective audit being completed. Any shortfalls identified will be documented in the audit report together with the Contractor's proposals to rectify the same. All audit reports will be filed in the Health and Safety File.

A date for a follow up audit will be negotiated with the Contractor to verify the implementation of all actions to rectify shortfalls as identified in the audit report.

The Principal Contractor will ensure that the same arrangement detailed above be implemented with his Contractors to ensure his compliance with the Construction Regulations and contemplated in regulation 7.

POHS15.2 Audits by Employer or Safety Agent

The Employer or Safety Agent will be entitled to carry out additional audits or follow-up audits, as the case may be, at any time during the construction period provided that:

- The audit or follow-up audit are carried out during ordinary working hours, and
- The Employer or Safety Agent gives the Contractor at least 24 hours notice of his intention to carry out such audits.

The Principal Contractor's employees indicated in Section 9.1 will be present during any audit carried out by the Employer or his Safety Agent.

POHS15.3 Scheduled Items

POHS15.3.1 General

The maintenance of safe work practice at all times and in all sections of the execution of the works is embedded in the day to day site activities of all the Contractor's management, staff and workforce on the contract.

However, the introduction of the Construction Regulations in 2014 requires from the Employer to ensure that the

Principal Contractor has made adequate provision for the execution of the works within the specifications of said regulations.

POHS15.3.2 Fixed-Charge Items

- a) Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employer's Health and Safety Specification

Allowance for Contractor's initial obligations in respect of the OHS Act and Construction Regulations Sum

Allowance for Compilation and Submission of the Health and Safety File Sum

Personal protective clothing and equipment..... Sum

Fences, signs and barricades..... Sum

Medical Certification of All Employees Item

POHS15.2.3 Time-related Items

- a) Compliance with the Occupational Health and Safety Act (Act 85 of 1993) and its regulations and with the Employer's Health and Safety Specification

Allowance for Contractor's time related obligations in respect of the OHS Act and Construction Regulations Sum

Allowance for provision of full time Construction Safety Officer Sum

Allowance for provision of a Level 2 First Aider per construction site Sum

Allowance for the upkeep of the Health and Safety File Sum

Health and Safety training as required Sum

The time related item shall include but shall not be limited to the following:

- The employment cost of all health and safety personnel including consultants, health and safety officers, inspectors, supervisors and issuers required in terms of the Contractor's Health and Safety Plan,
- Updating the Health and Safety Plan as needed,
- Carrying out of periodic own audits and follow-up audits,
- Compiling ongoing risk assessments and risk assessment reports as required by the Works,
- Convening of regular safety meetings with the Safety Representatives,
- Accompanying and supporting the Employer or his Safety Agent during ad hoc audits,
- Compilation of monthly safety reports and statistics for the Employer or his Safety Agent,
- Implementation and maintenance of Training
- Maintenance of personal protective clothing and equipment
- Maintenance of fences, signs and barricades
- Implementation and maintenance of safety administration
- Other Health and Safety Time-related Obligations

IDENTIFIED HEALTH AND SAFETY HAZARDS

In terms of Regulation 5(1)(b) of the Construction Regulations 2014 the following hazards anticipated with the scope of work have been identified.

NOTE:

The list of potential hazards is by no means identified to be all inclusive and is not limited to this list, and it remains the responsibility of the Contractor to identify all possible hazards with regards to his scope of work and to put measures in place to mitigate, reduce or control these hazards.

ACTIVITY/TASK	POTENTIAL HAZARD
Site establishment	<ul style="list-style-type: none"> • Insufficient security • Improper storage of material, plant, equipment • Poor vehicle access to the site
Concrete works and formwork	<ul style="list-style-type: none"> • Unsuitable formwork • Pouring concrete • Improper handling of reinforcing steel • Hand mixing concrete • Cement dust • Concrete mixer • Improper removal of formwork
Working at heights	<ul style="list-style-type: none"> • Incorrect use of ladders • Incorrectly designed temporary structure • Incorrectly erected scaffolding
Construction Vehicles	<ul style="list-style-type: none"> • Accidents due to lack of care
Excavations	<ul style="list-style-type: none"> • Collapse of an excavation • Open/unprotected excavation • Soil condition, drainage
Existing services	<ul style="list-style-type: none"> • Damage to electrical cables resulting in electrical shock
Portable electrical equipment	<ul style="list-style-type: none"> • Substandard equipment • Incorrect use of equipment • Damaged equipment
Work on school premises	<ul style="list-style-type: none"> • Insufficient barricading around work areas. (Adequate snow netting required to fence off work areas) • Insufficient access control to site. • Workers on school site interfere with children. • Insufficient discipline to control workers and children.

NON-CONFORMANCES AND PENALTIES

Should, at any time, the works, or part of the works, be stopped due to unsafe acts or noncompliance with the Clients specifications or PCs H&S Plan; neither the Principal Contractor nor any other Contractor shall have a claim for extension of time or any other compensation.

The following constitute the types of non-conformances that will attract penalties:

Minor: Fine: R100/count	Medium: Fine: R500/count and a non-conformance	Severe Fine: R5000/count, a non-conformance and/or activity stoppage
Non-use of PPE supplied	Toilets not supplied or regularly serviced; lack of drinking water	Contractors working without Health and Safety Plan approval
Non-completion of registers for plant and equipment on site	Contractors not audited	Workers transported in contravention of the OHS plan or legal requirements
Lack of H&S signage at work areas	Working without training or the appropriate H&S method statements	Invalid Letters of Good Standing
Tools and equipment identified in poor condition during inspections	Legal non-conformances identified during the previous audit and not addressed within the agreed time frame	Noncompliance with traffic accommodation requirements: layout or physical conditions
	No monthly OHS report at site meeting to report on	Fall protection harness not tied off/ not worn
	No certificates of fitness for workers as required	Any breach of legal requirements
	Working without approved method statements	
	Item not attended to as identified in audit report – first transgression	Item not attended to as identified in the audit report – second transgression

Failure to Comply with Provisions

Failure or refusal on the part of the contractor to take the necessary steps to ensure the safety of workers and the general public in accordance with these specifications or as required by statutory authorities or ordered by the engineer, shall be sufficient cause for the engineer to apply penalties as follows:

- (i) A penalty as shown in the Table above shall be deducted for each and every occurrence of non-compliance with any of the requirements of the Specification.
- (ii) In addition a time-related penalty of R500,00 per hour over and above the fixed penalty shall be deducted for non-compliance to rectify any non-conformance within the allowable time after a site instruction to this effect has been given by the Designer. The site instruction shall state the agreed time, which shall be the time in hours for reinstatement of the defects. Should the Contractor fail to adhere to this instruction, the time-related penalty shall be applied from the time the instruction was given.

4.6 Close - Out Requirements

The Principal Contractor shall submit a formal letter to the project appointed SHE Agent, consolidating and confirming the H & S history of the project.

The following **summary** of information is required in the letter, but not limited to:

- Monthly SHE agents H&S audit reports
- Minutes of the monthly Health and Safety Committee meetings
- Incidents & IOD

- WCA Claims
- Legal Appointments
- Total Man-hours and DIFR
- Environmental rehabilitation status
- Inspection records
- Certificate of compliance for electrical installation
- Exit medicals
- SHE Non conformances (current/outstanding)
- Project Drawings

Handover of the consolidated H&S file can only commence once all personnel has been demobilized and nil man-hours are recorded.

The SHE Agent will evaluate the SHE performance of the principal contractor i.e. compliance, performance, quality and refer same in their cover letter which will be added to the Principal Contractors portfolio of evidence.

Acknowledgement:

I, _____ representing

_____ (Contractor) have satisfied myself with the content of the Occupational Health and Safety Specification (OHSS) and shall ensure that myself and my personnel will comply with all relevant obligations in respect thereof.

Signature Contractor

Date

Signature SHE Agent

Date