



# INDEPENDENT DEVELOPMENT TRUST

## VOLUME 1

**TENDERING PROCEDURES, RETURNABLE DOCUMENTS, AGREEMENT AND  
CONTRACT DATA, SCOPE OF WORK AND SITE INFORMATION**

**PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND  
BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT:  
ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM,  
NORTH WEST PROVINCE**

**BID NO: DED02NWER013**

**CLOSING DATE AND TIME : 12 December 2022 at 12h00**

**Independent Development Trust**

***SCM / Technical Enquiries***

E-mail: [NWTenders@idt.org.za](mailto:NWTenders@idt.org.za)

**Bidder:** .....

**CIDB Registration Number:** .....4GB GENERAL BUILDING OR HIGHER

**CSD Registration Number:** .....

**COIDA / FEMA Certificate Number:** .....

**Contact Person:** .....

**Contact Details:** .....

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## **T1.1 BID NOTICE AND INVITATION TO BID**

## INDEPENDENT DEVELOPMENT TRUST

### **PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE**

#### **T1.1 Bid Notice and Invitation to Bid**

On behalf of the Department: Economic Development, Environment, Conservation and Tourism, North West Province, the Independent Development Trust, invites bidders for the **PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE**

The evaluation of the tender will be carried out in three (3) phases;

##### **Phase 1: Mandatory Requirements**

Only bidders, who meet the following requirements will be eligible for further evaluation;

- Proof of CIDB registration number - Grade 4GB or higher
- Valid COIDA or FEMA certificate number
- Attendance of Compulsory Site Briefing
- Duly completed SBD 1, 4, 6.1 and 6.2 **in full**
- Completion of form of offer in the tender document **in full**
- Copy of the Joint Venture (JV) agreement signed by all parties (where JV in use)
- Acknowledgement of Addenda (where applicable)
- Letter of authority

- Note:**
- (i) Failure to submit any of the above documents / requirements shall result in disqualification of the bid.
  - (ii) If any of the Directors are in the Employment of the State shall result in disqualification of the bid.
  - (iii) If any of its Directors are Listed on the Register of Defaulters shall result in disqualification of the bid.
  - (iv) In the case of a Bidder, who during the last ten (10) years has been Terminated on Previous Contracts with the IDT shall result in disqualification of the bid.

**The IDT will assess all bids received based on its procurement policy in the event that information is required from the bidder/s, the IDT reserves its rights to request the information which shall be submitted within seven (7) working days from request and failure to submit will result in disqualification.**

##### **Returnable documents required at Bid Award -**

- Proof of Central Supplier Database (CSD) registration – CSD Number. Where JV is applicable, a JV CSD will be required at the time of appointment.
- Tax Compliance Letter with a unique pin

Only bidders who are competent in the advertised work and who have achieved the minimum functionality threshold will be evaluated on a 80/20 or 90/10 (Price / B-BBEE) points based on the Preferential Procurement Regulations of 2017, where functionality will be evaluated as follows:

## Phase 2: Functionality criteria

Criteria	Points Allocation
Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years	35 points
Signed and stamped client references on the same projects listed above (both Client & Client Representative).	20 points
Qualifications, Skills and Experience of project key resources	35 points
Locality	10 points
<b>Total</b>	<b>100 points</b>
NB: Minimum qualifying functionality threshold is <b>60 points out 100</b>	

**Similar Nature of work for evaluation** Construction and Renovation of Buildings (No points will be allocated for other nature and value of works like Civil Engineering projects, Water projects, Transport Projects, Traffic Engineering Projects, Fencing and all Electrical & Mechanical Engineering projects)

### Additional Documents Required

- CIPC Document
- Original certified ID Copies of directors (not older than 6 Months)
- Particulars of Tender's Projects (Appointment letters and completion certificates)
- Schedule of Tenderer's References
- Schedule of Subcontractors
- CV of Key Personnel including the OHS (Professional registration will be verified)
- Original certified copies of Certificates/qualifications (not older than 6 Months)

Only bidders who are competent and who have achieved the minimum functionality threshold of 60 points or higher will be evaluated on a 80/20 (Price / B-BBEE) points based on the Preferential Procurement Regulations of 2017, where functionality will be evaluated as follows:

## Phase 3: Preferential Point System

The 80/20 or 90/10 Preferential Point System will be applied, where 80/90 points will be allocated for price and 20/10 points for B-BBEE Status. **A B-BBEE certificate issued by SANAS accredited agency or certificate issued by the Companies and Intellectual Property Commission (CIPC) or an Original Certified Sworn Affidavit in the prescribed format by the National Treasury for EMEs and QSEs or BBEE will be accepted to score points.**

Only bidders who obtain 60 points or higher on the functionality threshold will be evaluated further.

Bidders bidding as Joint Ventures are required to submit an original consolidated B-BBEE certificate from a SANAS accredited verification agency in order to qualify for points for the B-BBEE status level as one entity.

**Sworn Affidavit in cases of EMEs and only those QSEs which are at least 51% Black-owned as prescribed in terms of B-BBEE Codes of Good Practice and in a format provided by the Department of Trade & Industry will be accepted.**

B-BBEE points are allocated as follows for the 80/20 and 90/10 points system:

B-BBEE Status Level of Contributor	Points Allocation	
	Tenders up to and including R50 million	Tenders exceeding R50 million
1	20	10
2	18	9
3	14	7
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-Contributor	0	0

A compulsory site briefing / clarification meeting will be held on **18 November 2022 at 10h00** at the Taung Skull Heritage Site Main Gate. The GPS coordinates are 27°37'24.65"S and 24°38'03.60"E

**Note:** Bidders are requested and encouraged to arrive early before the commencement of the briefing session. No late arrivals will be allowed in the briefing meeting, (i.e later than 18 November 2022 at 10h00). An inspection of the site will follow after the aforementioned compulsory briefing meeting as will be directed in the briefing meeting (site is Taung Skull Heritage Site in Taung / Norlim).

The IDT may conduct a risk assessment on recommended bidder/s. Bidders are requested to price each line item of the Bills of Quantities (BOQ) in black ink. Should the bidder/s be deemed too risky to complete the project based on the IDT's risk assessment report, they will be subjected for further clarification.

Tender Documents may be downloaded from the IDT's website following the link <http://www.idt.org.za/business-opportunities/current-tenders/> as well as on the e-tenders portal, [www.etenders.gov.za](http://www.etenders.gov.za). Tenders must only be submitted on the tender documentation that is downloaded from the stipulated websites. The retyping of the tender document is not permitted.

All SCM and Technical enquiries relating to this bid must be directed in writing to [NWTenders@idt.org.za](mailto:NWTenders@idt.org.za) during office hours (08h30 – 17h00) weekdays. Enquiries will be accepted until the 2 December 2022 at 17h00. No Verbal or telephonic queries will be attended to. Any attempt to verbally contact the IDT's Agent or IDT's employee to influence outcome of this tender will lead to disqualification.

**On submission of Tender documents, the bidder must submit a signed original bid document in hard copy.**

Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Tender Data. (Refer to Section T1.2)

The bid closing date is **12 December 2022 at 12h00** and bids shall be submitted in the tender box at IDT's North West Regional Office;

**4059 Joules Street  
Industrial Site  
Mahikeng  
2735**

Telegraphic, telephonic, telex, facsimile, e-mail and late bids **WILL NOT** be accepted.

The Independent Development Trust does not bind itself to accept the lowest or any particular bid.

## **T1.2 BID DATA**

**INDEPENDENT DEVELOPMENT TRUST**  
**PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG**  
**SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT,**  
**ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE**

## **T1.2 Bid Data**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement. (See [www.cidb.org.za](http://www.cidb.org.za)) which are reproduced without amendment or alteration for the convenience of tenderers as an Annexure to this Tender Data.

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

**The additional conditions of bid are:**

<b>Clause number</b>	<b>BID DATA FOR PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE – BID NUMBER: DED02NWER013</b>
F.1.1	The employer is the <b>Independent Development Trust on behalf of the Department: Economic Development, Environment, Conservation And Tourism, North West Province</b>
F.1.2	<p>The bid documents issued by the employer comprises:</p> <p><b>THE BID</b></p> <p><b>Part T1: Bidding procedures</b>  T1.1 Bid notice and invitation to bid  T1.2 Bid data</p> <p><b>Part T2: Returnable documents</b>  T2.1 List of returnable documents  T2.2 Returnable schedules</p> <p><b>THE CONTRACT</b></p> <p><b>Part C1: Agreements and contract data</b>  C1.1 Form of offer and acceptance  C1.2 Contract data  C1.3 Form of Guarantee  C1.4 Adjudicator's agreement  C1.5 Agreement in terms of Occupational Health and Safety  C1.6 Waiver of Lien</p> <p><b>Part C2: Pricing data</b>  C2.1 Pricing instructions  C2.2 Bills of quantities</p> <p><b>Part C3: Scope of work</b>  C3 Scope of work</p> <p><b>Annexures</b></p>



Clause number	BID DATA FOR PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE – BID NUMBER: DED02NWER013
F.1.4	<p>The employer's agent is:</p> <p><b>ENDECON UBUNTU (Pty) LTD</b></p> <p><b>Mr. W. Burger</b></p> <p>Unit D, Building 3 235 Beyers Naude' Drive Rustenburg, 0299</p> <p>Tel: (014) 592 9542 E- mail: <a href="mailto:rustenburg@endecon.co.za">rustenburg@endecon.co.za</a></p>
<p><b>F.2.1</b></p> <p><b>F.2.1.1</b></p> <p><b>F.2.1.1.1</b></p> <p><b>F.2.1.1.2</b></p>	<p><b>Eligibility</b></p> <p>Only those bidders who satisfy the following eligibility criteria are eligible to submit tenders:</p> <p><b>CIDB Grading</b></p> <p>In order to be considered for an appointment in terms of this bid, the bidder must be registered with the CIDB, in a contractor grading designation in accordance with the sum tendered for a <b>Grade 4GB</b> class of construction work.</p> <p>Joint ventures are eligible and preferred with particular reference to local participation and as such submit tenders provided that:</p> <ol style="list-style-type: none"> <li>1. every member of the joint venture is registered with the CIDB;</li> <li>2. the lead partner has a contractor grading designation in the <b>Grade 4GB or above</b> class of construction work; and</li> <li>3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to <b>4GB</b> contractor grading designation determined in accordance with the sum tendered for a <b>(GB) General Building</b> class of construction work</li> </ol> <p><b>Key Personnel</b></p> <p>In order to be considered for an appointment in terms of this bid, the bidder must have the following key personnel in its permanent employment at the close of the bid. Alternatively, a signed undertaking from an organisation having the required personnel, stating that they will undertake the necessary work on behalf of the bidder in terms of a sub-consultant agreement, will be acceptable. Such undertaking must be attached to the "Key Personnel" schedule, Part T2.2: Returnable Schedules.</p> <p>Individuals must be identified for each of the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules.</p> <p>Where the key personnel are no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the key personnel listed on the "Key Personnel" schedule, Part T2.2: Returnable Schedules with a person with equivalent competencies and subject to approval by the employer.</p>
F.2.6	<p><b>Acknowledge addenda</b></p> <p>Acknowledge receipt of addenda to the bid documents, which the employer may issue, and if necessary apply for an extension to the closing time. If the Addenda has financial implications, failure to acknowledge the addenda may eliminate your bid from evaluation. This is due to incomparability of offers with the rest of the bidders.</p>

Clause number	<b>BID DATA FOR PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE – BID NUMBER: DED02NWER013</b>
F.2.7	<p><b>Clarification Meeting</b></p> <p>A compulsory clarification meeting with representatives of the Employer will take place on the 18 November 2022 at 10h00. The briefing meeting will take place at the Taung Skull Heritage Site Main Gate. The GPS coordinates are 27°37'24.65"S and 24°38'03.60"E.</p> <p>Bidders shall sign the attendance register in the name of the bidding entity. Addenda if any will be issued to bidders appearing on the attendance register.</p> <p><b>Note:</b> Bidders are advised to allow enough travelling time to the briefing meeting.</p>
F.2.8	<p><b>Seek clarification</b></p> <p>Bidders can request clarification of the bid documents, if necessary, by notifying the employer in writing to NWTenders@idt.org.za during office hours (08h30 – 17h00) weekdays at least 5 (five) working days before the closing time and date stated in F.2.15.</p>
F.2.9	<p><b>Insurances</b></p> <p>Refer to contract data for insurance requirements. (Refer to Section C1.2)</p>
F.2.11	<p><b>Alterations to documents</b></p> <p>Do not make any alterations or additions to the bid documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the bidder.</p> <p>All signatories to the bid offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.</p>
F.2.12	<p><b>Alternative Bid Offers</b></p> <p>No alternative tender offers will be considered.</p>
F.2.13	<b>Submitting a Bid Offer</b>
F.2.13.4	The bidder will sign the original of the bid offer.
F.2.13.5	<p>The bidder must submit tender offer in a sealed envelope. (Clearly marked  <b>PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE – BID NUMBER: DED02NWER013</b></p> <p>On submission of Tender documents, the bidder must submit a signed original bid document in hard copy and one softcopy of the bid document using USB-memory stick / Disc (read only).  The bid document softcopy on the USB-memory stick should be indexed the same way as the original bid hard copy document, which can be returned back to the bidder after the evaluation process is completed.</p>
F.2.13.6	Two-envelope system – not applicable
F.2.13.7	<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>Employer's address:  <b>North West Regional Office</b>  <b>4059 Joules Street</b>  <b>Industrial Site</b>  <b>Mahikeng</b>  <b>2735</b></p>
F.2.13.9	<p>Identification details:  <b>Tender No: DED02NWER013</b>  <b>Description: PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE</b></p> <p>Tender offers submitted by facsimile, e-mail or reproduced will be rejected by the employer. Tender documents must be submitted in an original format as issued by the employer.</p>

Clause number	BID DATA FOR PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE – BID NUMBER: DED02NWER013
F.2.15	<b>Closing Time of Tender</b>
F.2.15.1	<p>The closing time for submission of tender offers is by no later than <b>12 December 2022 at 12h00</b>.</p> <p><b>Location of tender box:</b>  <b>North West Regional Office</b>  <b>4059 Joules Street</b>  <b>Industrial Site</b>  <b>Mahikeng</b>  <b>2735</b></p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F.2.16	<b>Tender Offer Validity</b>
F.2.16.1	The bidder is required to hold the bid offer valid for a period of <b>90 calendar days</b> ( <i>from the bid closing date</i> )
F.2.19	<b>Inspections, Tests and Analysis</b>
	Access shall be provided for inspections, tests and analysis as may be required by the employer.
F.2.23	<b>Certificates</b>
	<p>The bidder is required to submit with his tender a Contractor Registration number issued by the Construction Industry Development Board (CIDB).</p> <p>Where a bidder bids through joint venture formation, such bidder should include a joint venture agreement duly signed by each partner of such joint venture and an original consolidated B-BBEE certificate.</p>
F3.5	Two-envelope system – <b>not applicable</b>
F.3.1	<b>Evaluation of Tender Offers</b>
	The procedure for the evaluation of a responsive tender will be in terms of the Preferential Procurement Regulations 2017 on a 80/20 or 90/10 preference point system.
F.3.11.3	<p>The procedure for the evaluation of responsive bids is the Preferential Procurement Regulations 2017 on an 80/20 or 90/10 preference point system.</p> <p>The financial offer will be scored using Formula 2 (option 1) in Table F.1 where the value of W1 is:</p> <p>1) 90 where the financial value inclusive of VAT of all responsive bids received have a value in excess of R50 000 000 or</p> <p>2) 80 where the financial value inclusive of VAT of one or more responsive bids offers have a value that equals or is less than R50 000 000</p> <p>Up to 100 minus W1 tender evaluation points will be awarded to bidders who complete the preferencing schedule and who are found to be eligible for the preference claimed.</p>

Clause number	BID DATA FOR PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE – BID NUMBER: DED02NWER013																																
F.3.11.8	<b>Scoring Preference</b>  Score the preference claimed of the remaining responsive bid offers in terms of Regulation 5(2) and 6(2) of the Preferential Procurement Regulations, in accordance with the table below: <table><tr><th>B-BBEE Status Level of Contribution</th><th>Number of points (90/10 system)</th><th>Number of points (80/20 system)</th></tr><tr><td>1</td><td>10</td><td>20</td></tr><tr><td>2</td><td>9</td><td>18</td></tr><tr><td>3</td><td>7</td><td>14</td></tr><tr><td>4</td><td>6</td><td>12</td></tr><tr><td>5</td><td>4</td><td>8</td></tr><tr><td>6</td><td>3</td><td>6</td></tr><tr><td>7</td><td>2</td><td>4</td></tr><tr><td>8</td><td>1</td><td>2</td></tr><tr><td>Non-compliant contributor</td><td>0</td><td>0</td></tr></table>			B-BBEE Status Level of Contribution	Number of points (90/10 system)	Number of points (80/20 system)	1	10	20	2	9	18	3	7	14	4	6	12	5	4	8	6	3	6	7	2	4	8	1	2	Non-compliant contributor	0	0
B-BBEE Status Level of Contribution	Number of points (90/10 system)	Number of points (80/20 system)																															
1	10	20																															
2	9	18																															
3	7	14																															
4	6	12																															
5	4	8																															
6	3	6																															
7	2	4																															
8	1	2																															
Non-compliant contributor	0	0																															

F.3.11.9

The quality criteria and maximum score in respect of each of the criteria are as follows:

Criteria	Points Allocation
<b>A.</b> Relevant Previous Experience on completed projects of a similar nature and value in the last ten (10) years	35 points
<b>B.</b> Signed and stamped client references on the same projects listed above (both Client & Client Representative).	20 points
<b>C.</b> Qualifications, Skills and Experience of project key resources	35 points
<b>D.</b> Locality	10 points
<b>Total</b>	<b>100 points</b>
NB: Minimum qualifying functionality threshold is <b>60 points out 100</b>	

**A. RELEVANT PREVIOUS EXPERIENCE ON COMPLETED PROJECTS OF A SIMILAR NATURE AND VALUE IN THE LAST TEN (10) YEARS (35 POINTS):**

Points allocated for proven track record based on previous projects executed to completion by the bidder in consideration of similar kind and complexity. The similarity refers to the construction of hospitals, clinics, schools, libraries, hotels, malls, shopping complex, courts, office blocks, town houses projects in the past 10 years.

The scoring on this item will be carried out as follows:

- The bidder shall submit signed appointment letter(s) in the relevant official Client letterhead clearly showing the project value / amount
- The bidder shall submit signed proof of project completion (JBCC or other Completion Certificate or letter from the client (client letter head) confirming completion of such a project).

**NOTE: Failure to submit any of the above requirements will result in no points being awarded to the bidder.**

Evaluation points will be awarded in terms of the following table below:

	Similar completed projects (as per CIDB level 4GB & above – Tender Value Limit between R 3 000 000 to R 6 000 000)	Similar completed projects (as per CIDB level 3GB – Tender Value Limit between R 1 000 000 and R 3 000 000)	Similar completed projects (as per CIDB level 2GB – Tender Value Limit between R 500 000 and R1 000 000)	Non-Submission, Irrelevant Evidence, Incomplete Evidence
Project A	7	5	3	0
Project B	7	5	3	0
Project C	7	5	3	0
Project D	7	5	3	0
Project E	7	5	3	0
<b>Points</b>	<b>35</b>	<b>25</b>	<b>15</b>	<b>0</b>

**B. SIGNED AND STAMPED CLIENT REFERENCE LETTERS ON THE SAME PROJECTS LISTED ABOVE IN CRITERIA A, LETTERS MUST MATCH THE ABOVE SUBMITTED PREVIOUS EXPERIENCE (20 POINTS):**

Points allocated for client reference (As per returnable schedule T 2.1) based on previous completed projects as above executed by the bidder in consideration:

Points will be allocated based on:

- Receipt of signed and stamped client references in the forms supplied in this document
- Favorable stamped client reference letter

**NOTE: Failure to submit any of the above requirements will results in no points being awarded to the bidder.**

Evaluation points will be awarded in terms of the following table:

Projects	Not Acceptable	Favorable (Good) client reference
Project A	0	4
Project B	0	4
Project C	0	4
Project D	0	4
Project E	0	4
<b>Points</b>	<b>0</b>	<b>20</b>

**C. QUALIFICATIONS,SKILLS AND EXPERIENCE OF PROJECT KEY RECOURES (35 POINTS):**

Points allocated for required

- i. competencies,
- ii. qualifications (i.e degree or diploma)
- iii. submission of CV's
- iv. submission of relevant certified (not older than 6 months) evidence of qualifications and certificates of allocated Required Key Project Resources.
- v. Professional registration within the built environment.

**NOTE:** Points allocation with submission of all required documentation and will be rounded off to the nearest lowest number

Evaluation points will be awarded in terms of the following table A (28 points):

Category	Qualification within the Built Environment (7 points)			Years of experience within the Built Environment (21 points)			
	Degree or higher	Diploma	National Certificate or similar	10 or above years	5 - 9 years	1 - 4 years	< 1 year
Project / Contract Manager	5	4	3	7	5	3	1
Site Agent	1	1	1	7	5	3	1
Foreman	1	1	1	7	5	3	1
<b>Total Points</b>	<b>7</b>	<b>6</b>	<b>5</b>	<b>21</b>	<b>15</b>	<b>9</b>	<b>3</b>

Evaluation points will be awarded in terms of the following table B (7 points):

Category	Description	Points
Health and Safety Resource	Professional Registration with SACPCMP	7
	Registered with SACPCMP as Candidate	5
	OHS Qualifications with more than 5 years of experience	3
	OHS Qualifications with less than 5 years of experience	2
	No submission	0

Where the Health and Safety officer allocated to this project is no longer accessible to undertake the necessary work after the award of the tender, the contractor shall within a period of 5 working days replace the Construction Health and Safety Officer with a person with equivalent competencies subject to approval by the employer.

**D. CONTRACTOR LOCALITY (10 POINTS):**

Points are allocated to contractors who provide proof of residence in the North West Province. At least one of the following verifiable documents must be submitted to score points:

- i. Water, Electricity or Levy account in the name of the company,firm and director.
- ii. Lease agreement accompanied by Landlord affidavit of the company, firm and director.

Description	Points
Contractor Office within North West Province jurisdiction	10

	Location out of North West Region or No submission		0	
<b>NOTE: 10 points will be scored if at least one of the required documents listed above is submitted for the North West Province. Failure to submit will result in zero points for these criteria.</b>				
<b>Quality Formula</b>	WQ=W2 x So/Ms		Formula used to calculate Functionality points	
	<b>W2</b> =Total evaluation points for functionality as per Scorecard			
	<b>So = Functionality</b> points allocated to the bidder under consideration			
	<b>Ms</b> =Maximum possible score for functionality in respect of a submission			
<b>Minimum points to be scored for Functionality is 60%</b>				
<b><u>FINANCIAL OFFER/PRICE</u></b>	<b>80/90</b>	Formula 2 Option 1,A=(1- {p-pm/pm})	Formula used to calculate Financial Offer/Price points	
		<b>pm</b> =The comparative Price offer of the mean/average qualifying tenderer		
		<b>p</b> =The comparative offer of the tender under consideration		
	<b>80/90</b>			

**Notes:**

1. Bidders are required to score minimum points of 60% for Functionality as stated in the tender data
2. Bidders who fail to meet the required minimum number of points for functionality as stated in the tender data shall be disqualified
3. Bidders who fail to disclose mandatory required information as per the returnable schedules shall be disqualified

**4. Bidders to submit the following for means of verification:**

- a) Project list of similar completed projects
- b) Performance and quality reports from clients / consultants
- c) Certified certificates of qualification of key staff and CV's including references
- d) Traceable References for projects completed
- e) Traceable references for suppliers

Clause number	BID DATA FOR PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE – BID NUMBER: DED02NWER013
<b>F.3.13</b>	<b>Acceptance of Bid Offers</b>
F.3.13.1	<p>Bid offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) the bidder has submitted an original valid Tax Clearance Certificate issued by the South African Revenue Services;</li> <li>b) the bidder is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>c) the bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;</li> <li>d) the bidder has not: <ul style="list-style-type: none"> <li>i) abused the Employer's Supply Chain Management System; or</li> <li>ii) failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> </li> <li>e) the bidder has completed the Declaration of Interest and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process and persons in the employ of the state are not permitted to submit tenders;</li> <li>f) if there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially compromise the bid process</li> <li>g) the bidder has submitted the CIPRO documentation and certified copies of ID's for all directors;</li> <li>h) the bidder completed, signed and witnessed form of offer;</li> <li>i) the bidder is in good standing with Compensation for Occupational Injuries and Disease Act (COIDA);</li> <li>j) the bidder has submitted a fully priced Bill of Quantities;</li> <li>k) The bidder attended a compulsory briefing session and completed attendance register or certificate of attendance is signed by the representative of the Employer.</li> <li>l) The bidder is required to submit with his bid a Certificate of Contractor Registration issued by the Construction Industry Development Board and proof of Registration on the Central Supplier Database (CSD) with a Compliant Tax Status; copy of the tax clearance with Tax Compliance Pin issued by the South African Revenue Services.</li> <li>m) The bidder has a B-BBEE Level of 1-3</li> <li>n) The bidder and all its directors are South African Citizens <b>(For National Key Point Projects)</b>.</li> </ul>



F.3.14	<p><b>Notice to Unsuccessful Bidders</b></p> <p>Should bidders not hear from the IDT within ninety (90) calendar days of closure, they should consider their submission unsuccessful. Award will be posted on e-tender and CIDB website within 21 days of award. No written notification directed to each bidder will be issued by the Employer to unsuccessful bidders.</p>
F.3.18	<p><b>Provide Copies of the Contract</b></p> <p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
	<p><b>The additional conditions of bid are:</b></p> <p>1        The employer is not obliged to accept the lowest or any bid.</p>

## **ANNEXURE F: STANDARD CONDITIONS OF BID**

*(As contained in ADDENDUM F of the CIDB Standard for Uniformity in Construction Procurement)*

# Standard Conditions of Tender

## F.1 General

### F.1.1 Actions

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

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

Note:

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

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

### F.1.2 Tender Documents

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

### F.1.3 Interpretation

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

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

**F.1.3.3** For the purposes of these conditions for the calling for expressions of interest, the following definitions apply:

- a) **Conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) Incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **Comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **Corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- d) **Fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

#### **F.1.4 Communication and employer's agent**

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

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

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

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

#### **F.1.6 Procurement procedures**

##### **F.1.6.1 General**

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

##### **F.1.6.2 Competitive negotiation procedure**

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

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

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

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

##### **F.1.6.3 Proposal procedure using the two stage-system (Not Applicable for this Bid)**

###### **F.1.6.3.1 Option 1**

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

### **F.1.6.3.2 Option 2**

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

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

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

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

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

### **F.2.2 Cost of bidding**

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 any testing necessary to demonstrate that aspects of the offer satisfy requirements.

### **F.2.3 Check documents**

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

### **F.2.4 Confidentiality and copyright of documents**

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

### **F.2.5 Reference documents**

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

### **F.2.6 Acknowledge addenda**

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

### **F.2.7 Clarification meeting**

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

In line with the provisions of F.2.3, the tenderer is to ensure that all contents of this bid are well understood for the provision of an accurate and honest bid. If not the tenderer is encouraged to adhere to the provisions of F.2.8. No additional funds shall be provided to the tenderer for errors arising out of this bid document.

### **F.2.8 Seek clarification**

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

The tenderer is encouraged to go through all contents of the tender document as seek clarification where applicable. Any assumptions made by the bidder without prior confirmation by the Employer and his agent shall be at the tenderers own risk.

#### **F.2.9 Insurance**

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

#### **F.2.10 Pricing the tender offer**

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

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

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

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

#### **F.2.11 Alterations to documents**

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

#### **F.2.12 Alternative bid offers**

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

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

#### **F.2.13 Submitting a bid offer**

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

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

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

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

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

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside

the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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

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

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

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

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

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

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

**F.2.16 Tender offer validity**

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

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

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for 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.2.17 Clarification of tender offer after submission**

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

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

**F.2.18 Provide other material**

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

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

**F.2.19 Inspections, tests and analysis**

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

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

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

#### **F.2.21 Check final draft**

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

#### **F.2.22 Return of other tender documents**

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

#### **F.2.23 Certificates**

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

### **F.3 The employer's undertakings**

#### **F.3.1 Respond to requests from the tenderer**

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

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

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

#### **F.3.2 Issue Addenda**

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

#### **F.3.3 Return late tender offers**

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

#### **F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions by the IDT's SCM Unit. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened publicly.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 on the IDT's website.



### **F.3.5 Two-envelope system (Not Applicable for this bid)**

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

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

### **F.3.6 Non-disclosure**

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

### **F.3.7 Grounds for rejection and disqualification**

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

### **F.3.8 Test for responsiveness**

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

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

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

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

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

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

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

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

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

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

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

### **F.3.10 Clarification of a tender offer**

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

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

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

<b>F.3.11.2</b> Method 1: Financial offer	<p>In the case of a financial offer:</p> <ol style="list-style-type: none"> <li>a) Rank tender offers from the most favourable to the least favourable comparative offer.</li> <li>b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> <li>c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</li> </ol>
<b>F.3.11.3</b> Method 2: Financial offer and preferences	<p>In the case of a financial offer and preferences:</p> <ol style="list-style-type: none"> <li>a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.</li> <li>b) Calculate the total number of tender evaluation points (<math>T_{EV}</math>) in accordance with the following formula:  <math display="block">T_{EV} = N_{FO} + N_P</math> <p>where: <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  <math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.</p> </li> <li>c) Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> <li>e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated</li> </ol>

<b>F.3.11.4</b> Method 3: Financial offer and quality	<p>In the case of a financial offer and quality:</p> <ol style="list-style-type: none"> <li>Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.</li> <li>Calculate the total number of tender evaluation points (<math>T_{EV}</math>) in accordance with the following formula:  <math display="block">T_{EV} = N_{FO} + N_Q</math> where: <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  <math>N_Q</math> is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.</li> <li>Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> <li>Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated</li> </ol>
<b>F.3.11.5</b> Method 4: Financial offer, quality and preferences	<p>In the case of a financial offer, quality and preferences:</p> <ol style="list-style-type: none"> <li>Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.</li> <li>Calculate the total number of tender evaluation points (<math>T_{EV}</math>) in accordance with the following formula, unless otherwise stated in the Tender Data:  <math display="block">T_{EV} = N_{FO} + N_P + N_Q</math> where: <math>N_{FO}</math> is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;  <math>N_P</math> is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.  <math>N_Q</math> is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9..</li> <li>Rank tender offers from the highest number of tender evaluation points to the lowest.</li> <li>Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.</li> <li>Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.</li> </ol>

#### F.3.11.6 Decimal places

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

#### F.3.11.7 Scoring Financial Offers

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

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

$N_{FO}$  = the number of tender evaluation points awarded for the financial offer.

$W_1$  = the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

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

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

Formula	Basis for comparison	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$(1 + \frac{(P - P_m)}{P_m})$	$P/P_m$
2	Lowest price or percentage commission/fee	$(1 - \frac{(P - P_m)}{P_m})$	$P_m/P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			

#### F.3.11.8 Scoring preferences

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

#### F.3.11.9 Scoring quality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data. Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_Q / M_S$$

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

#### F.3.12 Insurance provided by the employer

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

#### F.3.13 Acceptance of tender offer

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

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

#### F.3.14 Prepare contract documents

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

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

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

**F.3.15 Complete adjudicator's contract**

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

**F.3.16 Notice to unsuccessful tenderers**

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

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

**F.3.17 Provide copies of the contracts**

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

**F.3.18 Provide written reasons for actions taken**

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

# SPECIAL CONDITIONS OF TENDER

## F.4 Special Conditions of Tender

### F.4.1 General

The Special Conditions of Principal Contract Tender generally contain clauses that are either deemed to be additions, elaborations or variations to the Standard Conditions of Principal Contract Tender. Accordingly, the Special Conditions of Principal Contract Tender be read in conjunction with the Standard Conditions of Principal Contract Tender and it shall be deemed that the amended meanings and intentions of the clauses shall apply, if applicable.

### F.4.2 Tender Offers

Tenderers are advised that it is compulsory to submit offers for all Tender Options as set - out below and where indicated by a tick.

#### Subject To Escalation Price Offer

X

Tenderers are advised that this offer shall be subject to Contract Price Adjustment Formulae based on the Haylett Formulae.

#### Fixed Price Offer

√

Tenderers are advised that all rates, amounts, overhead and profit percentage mark-ups and amounts, profit and attendance amounts, prices, etc. submitted, shall not be subject to any form of Contract Price Adjustment Formulae e.g. Haylett Formulae. In this regard, it is deemed that the Tenderer has allowed for any potential increases (except any variation in the rate of Value Added Tax) in cost of labour, materials, transport, etc. in the Tender amounts, rates, etc. submitted.

This will only be applicable to the measured work priced by the main contractor and will not apply to the provisional sums or budgetary allowances.

Key: √ - Tender Option Applicable  
X - Not Required For This Tender

### F.4.3 Market Related Wage Rates

When pricing this document, respondents are to allow for wages, which are not less than the greater of:

The statutory wage rates in any labour category; and,  
The SAFCEC recommended minimum rates applicable at any time during the duration of the contract.

In this regard, a Tenderer may be called upon to demonstrate the wage rates utilised in calculating its Tender price.

### F.4.4 Letter of Intent

Tenderers are required to furnish with their tender documents, a letter of intent from a Bank or approved Insurance Company, to indicate that in the event of their tender being successful that a surety / guarantee as required will be provided when asked to do so.

### F.4.5 Information to be Submitted by Tenderers

All Tenderers are instructed to acknowledge that the information to be submitted must be strictly in accordance with the requirements stipulated in 2.3. Therefore, separate brochures, information other than which is specified in 2.3 must not be incorporated in the submission documents. Failure to comply with this instruction may render the submission liable for disqualification.

If the spaces in the Tender Returnables are insufficient, the relevant particulars should be documented on a separate sheet (s) with proper reference to the specific information requested.

#### **F.4.6 Interviews**

All Tenderers are advised that they may be required to attend interviews and / or submit further information; including making their premises, plant, equipment and details of works in progress, available for inspection after the receipt of Tender submissions.

#### **F.4.7 Detailed Construction Programme**

The Principal Contract for the project Commencement and Completion dates and any other relevant dates for this contract are stated in the Preliminaries. The Contractor is referred to Clause B 4.2 Programme for the works on Page 22 & 23.

Time and quality are to be considered the essence of this Contract. Accordingly, it shall be deemed that the Project Programme detailing each activity and duration as well as a detailed Method Statement be submitted by the Tenderer as part of the Tender submission, and shall be the basis of monitoring progress on the project.

The programme should be a detailed double-linked critical path programme preferably in CCS format in both hard copy and electronic format and take into consideration the following;

Dividing the programme into convenient construction zones both horizontally and vertically;  
Linking all activities as 'open ended' or 'open start' activities are not acceptable;  
Detailing all holidays, Christmas/New Year break, etc.;  
Showing both the Date of Practical Completion and the Date of Works Completion given that the Employer will take Occupation of the facility once the Works Completion Certificate has been issued. Penalties will apply for Milestone, Practical and Works Completion dates not being achieved as detailed in the Preliminaries.

The programme must be a fully resourced "double linked" critical path programme clearly showing Start, Finish and any Interim completion dates as well as any Milestone dates for critical activities including;

- Dates for Practical Completion Inspections to be carried out;
- Date of Practical Completion
- Period required for attendance on and completion of the Completion List issued at Practical Completion
- Date of Works Completion ;

The successful tenderer's program is subject to review and mutual acceptance.

Any Queries / clarifications relative to the Programme can be directed to the Employer.

#### **F.4.8 Detailed Cash-flow**

Tenderers are advised that a fully detailed cash-flow based on the tenderers programme is required to be submitted together with their tender document. In this regard, tenderers are advised that the financial year start and end dates are 01 April to 31 March respectively and therefore tenderers are requested to keep sub-totals for each financial year during the duration of the construction programme.

Tenders are advised that the targeted annual maximum percentages per financial year end for the contract duration are as follows and are not to be exceeded:

<b>FINANCIAL YEAR</b>
01 APRIL 2021 TO 31 MARCH 2022
01 APRIL 2022 TO 31 MARCH 2023
01 APRIL 2023 TO 31 MARCH 2024

#### **F.4.9 Detailed Resourcing Schedule**

Tenderers are advised that a detailed resourcing schedule including skilled, unskilled and sub-contractor's staffing histograms is required to be submitted together with their tender document.

#### **F.4.10 Proposed Domestic Sub-Contracts**

The Tenderer shall submit in writing, when requested, a list of proposed domestic sub-contractors that is intended to be utilised on the project, should its offer be accepted.

Proposed domestic sub-contractors shall take part in the work set aside for 30% Local Participation if possible in line with National Treasury's PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

#### **F.4.11 Adjudication and Independent Development Trust's Rights**

F.4.11.1 Independent Development Trust reserves the right to visit any Tenderer (without prior notice), to interview any shareholder of the Tenderer and to evaluate such Tenderer in accordance with the criteria as set out in the paragraph 1.11.3 below;

F.4.11.2 All information obtained at such evaluation shall at all times be treated as confidential by Independent Development Trust;

F.4.11.3 Adjudication of a Tender shall be in the discretion of Independent Development Trust and may take into account the following:

- (i) Tender Price;
- (ii) Ability to perform, which may take into account previous experience in the relevant industry;
- (iii) Suitability of employees and suitability of equipment and materials to be used;
- (iv) Black Economic Empowerment;
- (v) Financial viability of the Tenderer;
- (vi) Ownership of the Tenderer;
- (vii) Compliance with all relevant laws; and
- (viii) SCM policy and procedures.

#### **F.4.12 Form of Contract**

**The JBCC Series 2000 Principal Building Agreement (Edition 6.2 Reprint May 2018) as amended in the IDT's SPECIAL CONDITIONS OF PRINCIPAL CONTRACT, shall be applicable to this contract.**

#### **F.4.13 Specialist Selected Sub-contract Procurement Process**

Due to the nature of the project, the procurement process of the following envisaged selected sub-contracts will be done upon appointment of the Principal Building Contractor:

- Clearing of site
- Excavation of footings and pipe trenches
- Painting
- Brickwork

Upon the appointment of a Principal Contractor, the Principal Contractor is to subsequently appoint the **selected** sub-contractors as instructed by the Principal Agent and The Employer.

This is a material condition of appointment and should the Tenderer have any objection to this condition the tenderer is to raise this in their tender submission. The appointment of the selected sub-contractor will be done in consultation with the appointed contractor.

#### **F.4.14 Damage to the Work**

Care shall be taken not to cause any damage to any part of the existing or new work or any adjoining property, if applicable. The Contractor will be held responsible for damage caused to the works by his negligence and shall be liable for all costs incurred in making good any such damage to the satisfaction of the Principal Agent.



#### **F.4.15 Communication, Media Releases, Etc.**

The Contractor shall not in any way communicate with the press, or any representative of the written or electronic media, on a question affecting this contract unless prior approval in writing is received from the **Principal Agent** as authorised by the **Employer**.

All rights of publication of articles in the media, together with any advertising relating to, or in any way concerned with this project shall vest in the Employer.

The Contractor shall not, without the written consent of the Employer, cause any statement or advertisement to be printed, screened or aired by the media.

#### **F.4.16 Copyright**

No part of this document and any document forming part of the contract documents may be copied, photographed or repeated in any manner or by any process without the written consent of the **Principal Agent**. Copyright is reserved on all designs, specifications, patents and patentable designs, systems and processes contained in documents pertaining to this contract. The person, firm, body, supplier, contractor, sub-contractor and any other contracting party is to be responsible jointly and severally, in their personal and corporate capacities for any contravention of this requirement.

#### **F.4.17 Workmanship and Quality Control**

The onus to produce work that conforms in quality and accuracy of detail, to the requirements of the specifications, rests with the Contractor, and the Contractor shall, at his own expense, institute a quality control system and provide other technical staff, together with all transport, instruments and equipment to ensure adequate supervision and positive control of the works at all times.

The cost of supervision and process control, including testing carried out by the Contractor shall be deemed to be included in the amount quoted for the works.

The Contractor's attention is drawn to the normal standards regarding the minimum frequency of testing required for materials. The Contractor shall, at his own discretion increase this frequency where necessary to ensure adequate control.

The Contractor shall remain solely responsible for the work as defined in this contract document, up to the end of the Defects Liability Period.

The Contractor needs to ensure that daily site diaries are kept on site at all times. These may be required for submission to the Employer as and when needed.

The end-user client and the NDPW may from time to time inspect the quality / workmanship on site and make the necessary comments and/or requirements for correction.

#### **F.4.18 Occupational Health and Safety Act**

The Contractor shall comply with the requirements set out in the Construction Regulations, 2014 issued under the Occupational Health and Safety Act, 1993 (Act No. 85 of 1993)

#### **F.4.19 Co-Operation of Contractor for Cost Control**

It is deemed that the Contractor accepts the obligation of assisting the Professional Consultants in implementing proper cost control in ensuring that the final building cost does not exceed the budget.

#### **F.4.20 Application for Payment**

The Contractor shall submit the following information on a monthly basis to the Quantity Surveyor in order to assist with the processing of the Payment Certificate and the preparation of the empowerment report:

- A detailed breakdown of the work done. (The work breakdown must be referenced strictly in accordance with the Contract Document or the detailed priced bills of quantities, as applicable.)

- A detailed breakdown of all Variation Order costs claimed (With specific reference to work done by the Nominated/Selected Subcontractor) in the certificate concerned, together with copies of the relevant Contract instructions.
- An empowerment report which shall contain an affidavit certifying that all information contained in the report as being true and correct and must be authenticated by the sub-contractor and a commissioner of oaths
- EPWP Labour Report showing total work opportunities created on site
- Tax Invoice: The contractor shall attach a tax invoice as prescribed in the Value Added Tax legislation to each payment certificate when presenting the certificate to the Employer for payment. Such tax invoices shall correctly reflect the prescribed information and the amounts shall match precisely the amounts included in the Payment Certificate. Should the contractor fail to comply with these requirements, the date of presentation of the certificate shall be deemed to be delayed at the contractor's default until such time as the requirements are met.

Should anyone or any combination of the above requirements not be complied with, the Principal Agent and/or Contractor reserves the right to exclude any amounts that may have been due for certification from the Payment Certificate concerned and/or delay the issue of Payment Certificates and/or, revise the contractual payment date, as applicable, until such time compliance is achieved.

#### **F.4.21 Identification of Personnel**

All permanent staff that are utilised on the project by the Contractor, Domestic and Selected Sub-contractors are at all times whilst on site, be clad with clothing that clearly identifies each staff member together with an identification document which includes, but not limited to the following:

A photograph of the staff member concerned;  
The identification numbers of the staff member concerned; and,  
The name of company concerned

In addition, to that stated above, the Contractor shall adhere to the premise's security rules and regulations.

No staff member will be permitted to execute the Works if this condition is not adhered to.

#### **F.4.22 Intervention at Manufacture and / or Supplier and / or Contract Level**

The Employer and its Agents reserve the right to discuss and liaise on any issue pertaining to this Contract with the Contractor's service providers i.e. manufacturers and / or suppliers and / or sub-contractors concerned. This right shall not create privity of contract between the Employer and / or its Agents and the said manufacturer and / or supplier and / or sub-contractors.

#### **F.4.23 Cession of Materials Supplied to the Site**

It shall be deemed that the Contractor and its service providers upon delivery of each batch of materials to site, has ceded the said materials to the Employer.

#### **F.4.24 Alterations in the Quantity and Value of Work**

The Employer and / or its Agents shall be permitted to either increase or decrease the quantity and value of work contracted for. In this regard, the Contractor including its service providers shall not be entitled to claim for any additional expense incurred, or for any change in the rates for work done and / or any materials and services supplied. It shall be deemed that all costs associated with this item are included in the Tender Price.

#### **F.4.25 Change in the Scope of Work**

The Contractor acknowledges that whilst drawings have been prepared for the Works, the scope of work and value of the Contract may be substantially altered and that no claims for loss and expense shall be due by the Employer for implementing any changes that may become necessary. It shall be deemed that the Tender Price includes for all costs that may arise due to compliance with this clause.

#### **F.4.26 Treasures, Relics, Etc.**

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site must be brought to the attention of the Principal Agent. All work at the specific area of the discovery shall stop for a reasonable time period until such time that the Principal Agent instructs continuation of the Works.

Any relics, treasure, articles of value or of potential historical or archaeological interest found on the site shall remain the property of the Employer and shall be handed over to the Principal Agent who shall be the sole arbitrator of what is an article of value.

#### **F.4.27 Priced Bills of Quantities**

The Tenderer shall submit a fully priced Bills of Quantities as well as a detailed breakdown and build-up of all items measured as lump sum items with the Tender Price. Lump sum items shall be measured in accordance with the Standard System of Measuring Building Work (Sixth Edition, including any subsequent amendments thereto), and shall form part of the Contract and shall be used for the purposes of preparing valuations, Payment Certificates, determining the value of Variation Orders, preparation of Final Accounts, etc.

Neither the Employer, nor its Agents shall be liable for any cost incurred for the award and subsequent withdrawal of the award of the Tender in terms of this clause.

#### **F.4.28 Prices and Net Measurements**

Prices throughout these Bills of Quantities shall be deemed to include for all obligations arising out of the Contract and unless otherwise specified, be held to include for making, conveying and delivering, unloading, storing, unpacking, hoisting, setting, fitting and fixing in position, cutting and waste, patterns, models and templates, plant, temporary works and return of packaging.

Prices for all items contained in these Bills of Quantities and any additional authorised variations, shall be deemed to exclude all amounts due in terms of the Value Added Taxation legislation. A provision for the addition of VAT shall be made on the Final Summary page of the Bills of Quantities and Final Statement of Accounts, as applicable.

#### **F.4.29 Value Added Tax (V.A.T)**

All prices and or rates tendered shall be deemed to be **exclusive** of Value Added Tax.

Value Added Tax shall be added as a lump sum where provided on the Final Summary page of the Bills of Quantities, and the Tender Price **inclusive** of Value Added Tax will be shown on the Form of Tender.

Value Added Tax shall be calculated at the National going rate at the time of submission of bids.

#### **F.4.30 Site and Information**

Tenderers must acquaint themselves with the conditions of the Site and generally obtain their own information on all matters affecting the submission of Tenders for the Works. Tenderers will be held responsible for any misunderstanding or incorrect information obtained, except information which may have been given in writing over the signature of the Principal Agent.

The contractor is expected to establish a construction camp, office and workshop facility, for the fulfilment of the contract. Site establishment facilities to be removed after the completion of the project.

The contractor must strictly use the working area provided by the Employer.

#### **F.4.31 Noise**

Tenderers must take note that the site is within the Taung Skull Heritage Site. As such high noise level shall be restricted to times that will not disrupt the community. Tenderers are to ensure that they acquaint themselves with these conditions and adequately price for it accordingly as no additional time will be allowed for any delays that may be attributed to such.

The Contractor will be restricted from working evening shifts but may be allowed to work weekend shifts with prior 1 week's notice. Such shall be included in the contractor's pricing as no additional allowance for weekend shifts will be allowed for by the Employer, post tender award.

**F.4.32 Water and Electricity**

The contractor is expected to make means for the provision of water and electricity for construction purposes. The use of such services from the site shall be at the discretion and on agreement with the end user department.

**F.4.33 Preliminaries Costs**

The Tenderer must allow in his pricing, or where provided for in the Tender Document, for all preliminaries costs deemed necessary for the proper execution and completion of the Works, as no late claims whatsoever for additional costs in this respect will be considered.

**F.4.34 Protection of Existing Work**

The Tenderer shall allow for the protection of all existing work that is liable to be damaged during the execution of this Contract and work that is liable to be damaged once the Contractor completes its Section of the Works.

**F.4.35 Mock-Up / Samples, etc.**

Samples, mock-ups, etc. will be called for by the Principal Agent for approval and shall be provided at no extra cost as rates will be deemed to include for this.

**F.4.36 Substitution of Materials**

No substitution of the articles or materials specified in this Tender Document will be permitted unless the authority of the Principal Agent has been obtained, in writing, before Tender closing. The Tenderer will otherwise be required to provide / or use the specified articles or materials. Approval of any request for the substitution of any article or materials will only be considered when the Principal Agent is satisfied that if the substitution is approved, there is sufficient time remaining before Tender closing to advise all other Tenderers accordingly.

**F.4.37 Restriction on Site Access**

Tenderers are to price any items related to this under Clause 3.1 in the Preliminaries bill. The Principal Agent and /or the Compulsory Tender Briefing will provide further details of the restrictions, if any that will affect the Contractor.

**F.4.38 Security**

The Tenderers are to note that upon award of the contract, they are to furnish the Employer (within 21 days of award), the following:

Construction Guarantee equal in value to **10%** of the Contract Sum valid for the duration of the contract.

**F.4.39 Safety Requirements**

The Contractor is referred to the safety requirements associated with the project. It is of utmost importance that the successful contracting entity abides by the.

The Contractor will comply with all Health and Safety Regulations and the Health and Safety Plan.

Management of safety on site shall remain the sole responsibility of the Contractor.

Disposal of all rubble material and asbestos roof sheetings / materials, to suitable legal dump sites, shall be carried out on a weekly basis. All costs for this exercise shall be included in the bid price (for the duration of the project plus a further 6 months in the event of project overrunning its duration)

**The safety on site, agreement and general information forms included in the Tender Returnables must be agreed and fully completed and submitted with the Tender Submission.**

#### F.4.40 Budgetary Allowances / Provisional Sums

Where applicable, these amounts have been included in the Tender Price where the work has not been defined at the date of Tender. It is intended that once the scope is defined, Tenders will be invited with a view to these Works being awarded as Nominated / Selected Subcontract works.

- The Specialist Consultant responsible for the specific work package will prepare documentation which is to include drawings, specification and schedule of quantities that define the scope of works all in accordance with the Nominated / Selected Subcontract Agreement.
- The Quantity Surveyor will prepare the necessary Tender documents.
- The Principal Agent will arrange for inviting / advertising of tenders subject to the payment of a non-refundable document fee, if applicable.
- The Employer will arrange to issue the tender documents from their offices and take receipt of amounts paid.
- The Tenders for the Works will be submitted to the Employer's office in terms of the tender closing times stipulated. Tenders will be opened and tender amounts read out at the time.
- The Quantity Surveyor will make copies of the returned Tender documents for distribution to the Principal Agent.
- The Quantity Surveyor will prepare an initial financial evaluation report of the Tenders, Principal Agent and Engineer will evaluate the Tenderer's technical compliance and capability and circulate to the Employer.
- The Principal Agent will prepare a draft report, discuss with the Contractor to get their approval and finally circulate the draft to the other Consultants for final comment. Thereafter the Tender Report with Recommendations will be finalised by the Principal Agent and circulated to the Employer for approval. On approval, the recommendation together with any instructions of award will be issued to the Contractor who will be responsible for appointing the relevant party as a Sub-contractor.

#### F.4.41 Community Liaison Officer (CLO)

The Tenderer shall allow for a CLO who is to be appointed and remunerated by the Contractor following identification and selection by the Ward Councillor.

<u>Purpose of the Job:</u>	The primary role of the CLO shall be liaison and facilitation of communication between the Contractor, the Local community and the Ward Councillor.
<u>Job title:</u>	Community Liaison Officer (CLO)
<u>Reporting to:</u>	The Contracts Manager or other delegated representative of the Contractor. The CLO must report to <b>the Contractor</b> and remain on site on a daily.
<u>Experience:</u>	Relevant experience and knowledge of building construction, community facilitation and relevant labour legislation.
<u>Remuneration:</u>	Rate payable for the CLO will be 100% of the Civil Engineering Industry minimum wage for unskilled labour.
<u>Minimum Skills:</u>	<ol style="list-style-type: none"><li>1. Ability to work with others;</li><li>2. Ability to communicate in local language of the project location and English;</li><li>3. Ability to communicate in writing;</li><li>4. Sound Interpretation skill.</li></ol>

The Ward Councillor in whose wards work is to be done will collectively identify 3 (three) CLO candidates for the project and make such persons known to the Contractor within five days of being requested to do so. The Contractor will be required to enter a written contract with the CLO that specifies:

- (a) The hours of work and the wage rate of the CLO which could include:
- (b) The duration of the appointment
- (c) The duties to be undertaken by the CLO which could include:
  - Assisting in all respects relating to the recruitment of local labour and advising them of their rights

- Acting as a source of information for the community and councilors on issues related to the contract
- Keeping the contractor advised on community issues and issues pertaining to local security
- Assisting in setting up any meeting or negotiations with affected parties
- Keeping a written record of any labour or community issues that may arise
- The CLO needs to be seen to be neutral by all parties and therefore should endeavour not to take sides should conflict arise.
- Should the CLO function not involve a full days work, the CLO will be expected to undertake other work allocated by the Contractor for the balance of each day

Procedures for local labour recruitment:

- The Contractor submits a list of his/her requirements to the CLO, stating the numbers required in each labour category (general worker, bricklayer, etc.) and a programme that shows when these resources will be required.
- During the construction period, the CLO uses the list to identify candidates for employment, who are interviewed and if successful employed by the contractor.
- The Contractor keeps the CLO informed by providing him/her with employee's details at the start of their employment (name, residential address, ID number, wage, employment, start and finish date, task, etc.) and notify the CLO when their employment ends.

#### **F.4.42 Historical Disadvantaged Individuals or groups Participation Targets**

F.4.42.1 Local participation / sub-contracting shall be 30% of the contract value in line with the PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000: PREFERENTIAL PROCUREMENT REGULATIONS, 2017

F.4.42.2 Penalties:

In the event that the contractor fails to substantiate that any failure to achieve the above condition was due to quantitative under runs, the elimination of items contracted to HDI's, or any other reason beyond the contractors control which may be acceptable to the Employer, the Contractor shall pay to the Employer penalties for an amount equal to one and half times the difference between the minimum and achieved Contract Participation Goal, expressed as a percentage and multiplied by the Award Value.

The Employer will not be liable for any increase in labour costs arising out of the use of selected local domestic sub-contractors and local labour. No Extension of time claims with cost will be entertained due to default by any of the selected domestic sub-contractor or the use of local labour

#### **F.4.43 Skills Development and Training**

The contractor will be expected to make use of the end user client's artisan in the project, manage as well as ensure their development accordingly. 22 Artisan shall be expected to be utilized in the project through its lifecycle. They include the following disciplines, Electrical, plumbing, roof, tiling, painting and carpentry

## **T2.1 LIST OF RETURNABLE DOCUMENTS**

## T2.1 List of Returnable Documents

List of returnable documents are for ensuring that everything the employer requires a tenderer to submit with his tender is included in, or returned with, his tender submission. Tick below if returnable document is attached or completed properly.

#	LIST OF RETURNABLE DOCUMENTS	TICK IF ATTACHED
T2.1.1	Invitation to bid	
T2.1.2	Preference Points Claim Form in Terms of The Preferential Procurement Regulations 2011	
T2.1.3	B-BBEE Certificate (Original or Originally Certified Copy)	
T2.1.4	Tax clearance certificate	
T2.1.5	Joint Venture Agreement Between Parties	
T2.1.6	Contractors copy of registration	
T2.1.7	CIDB Registration Number	
T2.1.8	Copy of a Letter of Goodstanding with Compansation For Occupational And Injuries Dieses Act (COIDA) Registration Number	
T2.1.9	Compulsory enterprise questionnaire	
T2.1.10	Declaration of Interest	
T2.1.11	Declaration certificate for local production and content for designated sectors	
T2.1.12	Certificate of Independent Bid Determination	
T2.1.13	Declaration of Bidder's Past Supply Chain Management Practices	
T2.1.14	Attendance At Compulsory Briefing	
T2.1.15	Certificate of Authority For Signatory	
T2.1.16	Record of Addenda to The Tender Documents	
T2.1.17	Tenderers financial standing	
T2.1.18	Amendments, Qualifications and Alternatives	
T2.1.19	Socio economic upliftment strategy	
T2.1.20	Proposed sub-contractors	
T2.1.21	Contractors health and safety declaration	
T2.1.22	Fully Priced Bill of Quantities	



## **T2.2 RETURNABLE SCHEDULES (ALL COMPULSORY)**

## **T2.2 RETURNABLE SCHEDULES**

Contains documents that the tenderer is required to complete for the purpose of evaluating tenders and other schedules which upon acceptance become part of the subsequent contract.

#	QUALITY EVALUATION SCHEDULES
T2.2.1	Safety health environmental and quality management system (SHEQ) plan
T2.2.2	Project Experience
T2.2.3	Letters of Appointment, and Relevant Completion Certificates (Practical Completion, Work Completion & Final Completion)
T2.2.4	Client references
T2.2.5	Key Personnel
T2.2.6	Programme schedule
T2.2.7	Plant and equipment

### **RETURNABLE SCHEDULES THAT WILL BE INCORPORATED INTO THE CONTRACT (to be attached with submission)**

Record of Addenda to Tender Documents
Declaration Concerning Fulfillment of the Construction Regulations, 2003
First Programme and Method Statement
Preliminary Health and Safety Plan for completion
Form of offer and acceptance
Contract data
Forms of securities

## T2.1.1 INVITATION TO BID

SBD 1

### PART A

### INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	DED02NWER013	CLOSING DATE:	12 December 2022	CLOSING TIME:	12h00
DESCRIPTION	PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
IDT North West Regional Office					
4059 Joules Street, Industrial Site					
Mahikeng					
2735					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON		CONTACT PERSON			
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	<a href="mailto:NWTenders@idt.org.za">NWTenders@idt.org.za</a>	E-MAIL ADDRESS	<a href="mailto:NWTenders@idt.org.za">NWTenders@idt.org.za</a>		
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW ]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					

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

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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: .....

## T2.1.2 PREFERENCE POINTS CLAIM FORM

SBD 6.1

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

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

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

#### 1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 90/10 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	90
B-BBEE STATUS LEVEL OF CONTRIBUTOR	10
Total points for Price and B-BBEE must not exceed	100

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

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

#### 2. DEFINITIONS

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

the Broad-Based Black Economic Empowerment Act;

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

**80/20 or 90/10**

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

$P_{\min}$  = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (80/20 system)	Number of points (90/10 system)
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

#### 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor:                      =                      .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

#### 7. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 7.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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



<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

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

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;

- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

- 1. ....
- 2. ....

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

DATE: .....

ADDRESS .....

.....

.....

### **T2.1.3 B-BBEE CERTIFICATE**

*Attached hereto is my / our original (original certified copy) B-BBEE Certificate issued by a verification agency accredited by SANAS.*

*Or an Original Certified Sworn Affidavit signed by a Commissioner of Oaths (Note - An incomplete sworn affidavit will not be acceptable and Sworn Affidavits are for EME's (Turnover of R10 million or less) must be originals. No copies of affidavits will be accepted)*

*Or BBEE certificate issued by the Companies and Intellectual Property Commission (CIPC).*

*Bidders bidding as Joint Ventures are required to submit an original consolidated B-BBEE certificate from a SANAS accredited verification agency in order to qualify for points for the B-BBEE status level as one entity.*

*My failure to submit the certificate with my / our tender document will lead to the conclusion that I am / we do not wish to claim preference points in terms of my / our B-BBEE status.*

#### **T2.1.4 TAX CLEARANCE CERITFICATE**

*Tax Clearance Certificate or Unique Pin obtained from SARS to be inserted here]*

#### **T2.1.5        JOINT VENTURE AGREEMENT BETWEEN PARTIES**

*Attached hereto is our duly signed, Joint Venture Agreement. Our failure to submit the agreement with our tender document will lead to the conclusion that the joint venture has not been formally formed and all parties were not involved in the tender process.*

**T2.1.6            CONTRACTOR'S COPY OF REGISTRATION OF INCORPORATION OR  
COMPANY REGISTRATION DOCUMENTS**

*Attached hereto is my / our copies of company registration of incorporation or company registration documents. My failure to submit the copy with my / our tender document will lead to the conclusion that I am / we are not registered as claimed.*

## **T2.1.7          CIDB REGISTRATION CERTIFICATE**

***Attached hereto is my / our registration certificate with the Construction Industry Development Board. My / our failure to submit the certificate with my / our tender document will lead to the conclusion that my / our company is not registered with CIDB.***

***NOTE: The CIDB can be contacted or visited on [www.cidb.org.za](http://www.cidb.org.za) for more information and registration. Obtain a “Code of Conduct for all parties engaged in construction procurement” for you information.***

**T2.1.8 COPY OF A LETTER OF GOODSTANDING WITH COMPANSATION FOR  
OCCUPATIONAL AND INJURIES DISEASES ACT (COIDA / FEMA)  
REGISTRATION CERTIFICATE**

***Attached hereto is my / our certified copy of A LETTER OF goodstanding with the Compensation for Occupational Injuries and Diseases, e.g. letter of good standing. My / our failure to submit the certificate with your tender offer will lead to the conclusion that your entity/ company is not registered with COIDA / FEMA. If Joint Venture (JV) attach one for every service provider.***



## T2.1.9 COMPULSORY ENTERPRISE QUESTIONNAIRE

**Note: Compulsory Enterprise Questionnaire must be completed by each member of a JV or consortium**

<b>Section 3: CIDB registration number, if any: .....</b>			
<b>Section 4: Particulars of sole proprietors and partners in partnerships</b>			
<b>Name*</b>	<b>Identity number*</b>	<b>Personal income tax number*</b>	
* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners			
<b>Section 5: Particulars of companies and close corporations</b>			
Company registration number .....			
Close corporation number .....			
Tax reference number .....			
<b>Section 6: Record in the service of the state</b>			
Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:			
<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or the National Council of Province <input type="checkbox"/> a member of the board of directors of any municipal entity <input type="checkbox"/> an official of any municipality or municipal entity		<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity <input type="checkbox"/> an employee of Parliament or a provincial legislature	
<b>If any of the above boxes are marked, disclose the following:</b>			
Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months
*insert separate page if necessary			
<b>Section 7: Record of spouses, children and parents in the service of the state</b>			
Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:			
<input type="checkbox"/> a member of any municipal council <input type="checkbox"/> a member of any provincial legislature <input type="checkbox"/> a member of the National Assembly or		<input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999)	
the National Council of Province		Management Act, 1999 (Act 1 of 1999)	

- ☐ a member of the board of directors of any municipal entity
 ☐ a member of an accounting authority of any national or provincial public entity
- ☐ an official of any municipality or municipal entity
 ☐ an employee of Parliament or a provincial legislature

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

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 Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- iii) confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- iv) confirms that I / we are not associated, linked or involved with any other bidding entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- 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.

Date

Signed

Name

Position

Enterprise  
name

## T2.1.10 DECLARATION OF INTEREST

SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

2.2

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

### 3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

a. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

---

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

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

..... Signature	..... Date
..... Position	..... Name of bidder

## **T2.1.11 DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)**

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011, 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

- 1.6 A bid may be disqualified if –
  - (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
  - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

## 2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed 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).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

### 3. 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>
1. Mild Steel Reinforcement	100%
2. High Tensile Reinforcement	100%
3. Fabric Reinforcement - Mesh Ref 193	100%
4. Fabric Reinforcement - Mesh Ref 245	100%
5. Fabric Reinforcement - Mesh Ref 311	100%
6. Brickwork Reinforcement - 150mm	100%
7. Roof Coverings	100%
8. Ridge Capping	100%
9. Plumbing fittings	100%
10. Furniture	85%
11. Electrical work (Electrical Cable)	90%
12. Fencing	100%

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor: .....  
(b) Practice number: .....  
(c) Telephone and cell number: .....  
(d) Email address: .....

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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

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

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (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:** \_\_\_\_\_

## Annex C

### Local Content Declaration - Summary Schedule

(C1)	Tender No.	DED02NWER013		
(C2)	Tender description:	PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG		
(C3)	Designated product(s)	Steel products, Plastic Pipes, Conveyance Pipes, Furniture, Electrical and telecom Cables and Solar PV Components		
(C4)	Tender Authority:	Independent Development Trust		
(C5)	Tendering Entity name:			
(C6)	Tender Exchange Rate:	Pula	<input type="text"/>	EU <input type="text"/> GBP <input type="text"/>
(C7)	Specified local content %	As indicated per item		

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

[illegible][illegible]

**Signature of tenderer from Annex B**

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

(C20) Total tender value	R 0
--------------------------	-----

(C21) Total Exempt imported content	R 0
-------------------------------------	-----

(C22) Total Tender value net of exempt imported content	R 0
---	-----

(C23) Total Imported content	R 0
------------------------------	-----

(C24) Total local content	R 0
---------------------------	-----

(C25) Average local content % of tender	
---	--

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate:

Pula R 1,50

EU R 13,46

GBP R 18,65

Note: VAT to be excluded from all calculations

A. Exempted imported content

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
						R 0			R 0	100	R 0
						R 0			R 0	250	R 0
						R 0			R 0	36	R 0
(D19) Total exempt imported value											R 0

This total must correspond with Annex C - C 21

B. Imported directly by the Tenderer

Calculation of imported content										Summary	
Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)	(D30)	(D31)
						R 0			R 0		R 0
						R 0			R 0		R 0
						R 0			R 0		R 0
						R 0			R 0		R 0
						R 0			R 0		R 0
						R 0			R 0		R 0
						R 0			R 0		R 0
						R 0			R 0		R 0
(D32) Total imported value by tenderer											R 0

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

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

D. Other foreign currency payments

Calculation of foreign currency payments					Summary of payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender Rate of Exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
					R 0	
					R 0	
					R 0	
					R 0	
(D52) Total of foreign currency payments declared by tenderer and/or 3rd party						R 0

Signature of tenderer from Annex B

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

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

## Annex E

## Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

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

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			R 0

(E10) **Manpower costs** (Tenderer's manpower cost) R 0

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.) R 0

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.) R 0

(E13) Total local content R 0

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

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

## **T2.1.14 CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING**

This is to certify that (*tenderer*) .....  
of (*address*) .....  
..... was represented by the person(s)  
named below at the compulsory meeting held for all tenderers at (*location*) .....  
..... on (*date*) ..... starting at (*time*) .....

I / We acknowledge that the purpose of the meeting was to acquaint myself / ourselves with the site of the works and / or matters incidental to doing the work specified in the tender documents in order for me / us to take account of everything necessary when compiling our rates and prices included in the tender.

### **Particulars of person(s) attending the meeting:**

Name: ..... Signature: .....  
Capacity: ..... Identity number: .....

---

### **Attendance of the above person(s) at the meeting is confirmed by the Employer's representative, namely:**

Name: ..... Signature: .....  
Capacity: ..... Date and Time: .....

## T2.1.15 CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

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

### (I) CERTIFICATE FOR COMPANY

I, ....., Id number ..... chairperson of the Board of Directors of ..... hereby confirm that by resolution of the Board (copy attached) taken on ..... 20....., Mr/Ms .....acting in the capacity of ....., was authorised to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it, on behalf of the company.

Chairman: .....

As Witnesses: 1. ....

2. .... Date: .....

### (II) CERTIFICATE FOR CLOSE CORPORATION

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

hereby authorise Mr/Ms ....., acting in the capacity of .....

to sign all documents in connection with the tender for Contract No ..... and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
ID No.....	.....		
ID No.....	.....		
ID No.....	.....		
ID No.....	.....		

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

**(III). CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as, .....

..... hereby authorize Mr/Ms

.....

acting in the capacity of ....., to sign all

documents in connection with the tender for Contract No ..... and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

**(IV) CERTIFICATE FOR JOINT VENTURE**

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms

....., authorized signatory of the company, .....

acting in the capacity of lead partner, to sign all documents in connection with the tender offer for

Contract No ..... and any contract resulting from it, on our behalf.

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

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		



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

**(V) CERTIFICATE FOR SOLE PROPRIETOR**

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

Signature of Sole owner: .....

As Witnesses:

1. ....

2. ....

Date: .....

## T2.1.16 RECORD OF ADDENDA TO THE TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer		
	<b>Date</b>	<b>Title or Details</b>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed .....

Date .....

Name .....

ID number .....

Position .....

Tenderer .....

## **T2.1.17 TENDERER'S FINANCIAL STANDING**

The Tenderer shall provide information about his commercial position, which includes information necessary for the Employer to evaluate the Tenderer's financial standing.

To that end the Tenderer must provide with his tender a bank rating, certified by his banker, to the effect that he will be able to successfully complete the contract at the tendered amount within the specified time for completion.

However, should the Tenderer be unable to provide a bank rating with his tender, he shall state the reasons as to why he is unable to do so, and in addition provide the following details of his banker and bank account that he intends to use for project:

Name of account holder: \_\_\_\_\_

Name of Bank : \_\_\_\_\_

Branch : \_\_\_\_\_

Account number : \_\_\_\_\_

Type of account : \_\_\_\_\_

Telephone number : \_\_\_\_\_

Facsimile number : \_\_\_\_\_

Name of contact person (at bank : \_\_\_\_\_

***Failure to provide either the required bank details or a certified bank rating with his tender, will lead to the conclusion that the Tenderer does not have the necessary financial resources at his disposal to complete the contract successfully within the specified time for completion.***

The Employer undertakes to treat the information thus obtained as confidential, strictly for the use of evaluation of the tender submitted by the Tenderer.

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

IDENTITY NUMBER: \_\_\_\_\_

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

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

## T2.1.18 AMENDMENTS, QUALIFICATIONS AND ALTERNATIVES

*(This is not an invitation for amendments, deviations or alternatives but should the Tenderer desire to make any departures from the provisions of this contract he shall set out his proposals clearly hereunder. The Employer will not consider any amendment, alternative offers or discounts unless forms (a), (b) and (c) have been completed to the satisfaction of the Employer).*

I / We herewith propose amendments, alternatives and discounts as set out in the tables below:

### (a) AMENDMENTS

PAGE, CLAUSE OR ITEM NO	PROPOSED AMENDMENT

*[Notes: (1) Proposals for amendments to the General and Special Conditions of Contract are not acceptable, and will be ignored;  
(2) The Tenderer must give full details of all the financial implications of the amendments and qualifications in a covering letter attached to his tender.]*

### (b) ALTERNATIVES

PROPOSED ALTERNATIVE	DESCRIPTION OF ALTERNATIVE

*[Notes: (1) Individual alternative items that do not justify an alternative tender, and an alternative offer for time for completion should be listed here.  
(2) In the case of a major alternative to any part of the work, a separate Bill of Quantities, programme, etc, and a detailed statement setting out the salient features of the proposed alternatives must accompany the tender.  
(3) Alternative tenders involving technical modifications to the design of the works and methods of construction shall be treated separately from the main tender offer.]*

(c) DISCOUNTS

ITEM ON WHICH DISCOUNT IS OFFERED	DESCRIPTION OF DISCOUNT OFFERED

***[Note: The Tenderer must give full details of the discounts offered in a covering letter attached to his tender, failing which, the offer for a discount may have to be disregarded. Only unconditional discounts will be considered]***

SIGNATURE: ..... IDENTITY NUMBER: .....

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

DATE:.....

## T2.1.19 SOCIO ECONOMIC UPLIFTMENT STRATEGY

***Attached hereto are my / our proposed socio economic upliftment strategy. The strategy will as a minimum address items such as skills upliftment, training, sub contracting, skilled and semi-skilled labour employment, procurement of local labour and materials, employment of woman, youth and disabled, etc.***

Notes:

- a) The developer has a commitment to utilising the local community resources and labour, and as such preference will be shown to bidders who prioritise local employment.
- b) As part of the tender documentation a methodology is to be submitted proposing as to how the main contractor will deal with the social economic expectations of the surrounding community.  
  
The proposal is to allow for a suitable employment ratio of local community members and any additional measures that will enable future local community upliftment.
- c) The main contractor is required to familiarise himself with the community and local authority to ascertain for himself the full extent of the community's requirements and minimum wages.
- d) The contractor shall appoint a community liaison officer and shall be responsible for all community negotiations etc.

**T2.1.20 PROPOSED SUB-CONTRACTORS**

I/We hereby notify you that it is my/our intention to employ the following domestic sub-contractors for work on this contract, to be appointed and finalised after the award of the contract, apart from client's identified SMME packages (i.e 30% Local Empowerment Programme),.

If I/we am/are awarded a contract I/we agree that this notification does not change the requirement for me/us to submit the names of proposed subcontractors in accordance with requirements of the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us. I/We confirm that all subcontractors who are contracted to construct a house or building, are registered as home builders with the National Home Builders Registration Council.

NAMES AND ADDRESSES OF PROPOSED SUBCONTRACTORS	COMPANY REGISTRATION No. AND CIDB CLASSIFICATION	DESCRIPTION OF WORK TO BE EXECUTED BY SUBCONTRACTOR	VALUE OF SUBCONTRACT WORK
.....			
.....			
.....			
.....			
.....			

SIGNATURE: ..... IDENTITY NUMBER: .....

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

DATE:.....

## T2.1.21 CONTRACTOR'S HEALTH AND SAFETY DECLARATION

In terms of Clause 5(1)(h) of the OHSA 1993 Construction Regulations 2014 (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 OHSA 1993 Construction Regulations 2014.

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 OHSA 1993 Construction Regulations 2014.
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 could 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 OHSA 1993 Construction Regulations 2014 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 OHSA 1993 Construction Regulations 2014, 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 33 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 OHSA 1993 Construction Regulations 2014, 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 4 of the OHSA 1993 Construction Regulations 2014 (*example attached hereafter*) before I could be allowed to proceed with any work under the contract.

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

IDENTITY NUMBER: \_\_\_\_\_

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

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



### **T2.2.1      EVALUATION SCHEDULE: SAFETY HEALTH ENVIRONMENTAL AND QUALITY MANAGEMENT SYSTEM (SHEQ) PLAN**

Attached hereto are my / our SHEQ Plan, all in compliance with the Health and Safety Specification – Annexure A or Letter of Undertaking from a Qualified OHS Consultant.(do we need a CV or professional registration attached?)

**(PLEASE ATTACHED HERE)**

### T2.2.2 EVALUATION SCHEDULE: PROJECT EXPERIENCE

The Tenderer shall provide details of his relevant experience on similar large-scale projects completed in the past 10 years. In support tenders are to complete the "Project Experience" schedule below and attach thereto copies of (a) Letters of Appointment, and (b) all the relevant Completion Certificates (practical completion, work completion & final completion)

PROJECT NAME and CLIENT	BRIEF PROJECT DESCRIPTION	PROJECT VALUE (Incl VAT)	START DATE	COMPLETION DATE
A.				
B.				
C.				

**T2.2.3            EVALUATION SCHEDULE: LETTERS OF APPOINTMENT, AND  
RELEVANT COMPLETION CERTIFICATES (PRACTICAL COMPLETION,  
WORK COMPLETION & FINAL COMPLETION)**

Tenderer is to attach all letter of appointment and completion certificate corresponding to the project listed in T1.2

## T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Client Reference Scorecards” will be completed by each of the respective Clients for the projects listed in the “Relevant Experience” returnable schedule.

### REPORT ON CONTRACTOR’S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

**PROJECT NAME A:**

**Principal agent:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

Description / Performance	Not Acceptable	Poor (1 points)	Satisfactory (3 points)	Good (4 points)	Very Good (5 points)
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

**Principal Agent Firm:** .....

**Telephone:** .....

**PA / Client Signature:** ..... **Date:** .....

Stamp

## T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Client Reference Scorecards” will be completed by each of the respective Clients for the projects listed in the “Relevant Experience” returnable schedule.

### REPORT ON CONTRACTOR’S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

**PROJECT NAME B:**

**Principal agent:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

Description / Performance	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

**Principal Agent Firm:** .....

**Telephone:** .....

**PA / Client Signature:** ..... **Date:** .....

Stamp

## T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Client Reference Scorecards” will be completed by each of the respective Clients for the projects listed in the “Relevant Experience” returnable schedule.

### REPORT ON CONTRACTOR’S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

**PROJECT NAME C:**

**Principal agent:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

Description / Performance	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

**Principal Agent Firm:** .....

**Telephone:** .....

**PA / Client Signature:** .....

**Date:** .....

Stamp

## T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Client Reference Scorecards” will be completed by each of the respective Clients for the projects listed in the “Relevant Experience” returnable schedule.

### REPORT ON CONTRACTOR’S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

**PROJECT NAME D:**

**Principal agent:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

Description / Performance	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

**Principal Agent Firm:** .....

**Telephone:** .....

**PA / Client Signature:** ..... **Date:** .....

Stamp

## T2.2.4 EVALUATION SCHEDULE: CLIENT REFERENCES

The Tenderer shall provide details of his performance on each of the previous projects listed in the “Relevant Experience” returnable schedule. “Client Reference Scorecards” will be completed by each of the respective Clients for the projects listed in the “Relevant Experience” returnable schedule.

### REPORT ON CONTRACTOR’S COMPETANCE & PERFORMANCE ON A SIMILAR PROJECT FOR TENDER RECOMMENDATION PURPOSES

The following are to be completed by the Client and Principal Agent and is to be supported in each case by a letter of award and the works completion certificate. (*Only completed Projects shall be considered*)

**PROJECT NAME E:**

**Principal agent:** .....

**Client:** .....

**Contract Amount:** .....

**Contract Duration:** .....

**Actual Contract Duration:** .....

Description / Performance	Not Acceptable	Poor	Satisfactory	Good	Very Good
Project Performance / Time Management – Project completed before contractual period (time)					
Project Performance / Time Management - Project completed on contractual period (time)					
Quality of site management					
Quality of workmanship					
Quality of materials					
Financial Management – Cashflow Management					
Financial Management – Payment of Subcontractors					
Financial Management – Payment of labour force					
Financial Management – Procurement of Materials					

Any other remarks considered necessary to assist in evaluation of the contractor?

.....

**Principal Agent Firm:** .....

**Telephone:** .....

**PA / Client Signature:** ..... **Date:** .....

Stamp



## T2.2.5 EVALUATION SCHEDULE: KEY PERSONNEL

In terms of the Project Specification and the Conditions of Tender, unskilled workers may only be brought in from outside the local community if such personnel are not available locally.

The Tenderer shall list below the personnel that he intends to utilize on the Works, including key personnel that may have to be brought in from outside if not available locally. (definition of local)

CATEGORY OF EMPLOYEE	NUMBER OF PERSONS					
	KEY PERSONNEL, PART OF THE CONTRACTOR'S ORGANISATION		KEY PERSONNEL TO BE IMPORTED IF NOT AVAILABLE LOCALLY		UNSKILLED PERSONNEL TO BE RECRUITED FROM LOCAL COMMUNITY	
	HDI	NON-HDI	HDI	NON-HDI	HDI	NON-HDI
Construction Manager, Site Agent, Project Managers						
Foremen, Quality Control and Safety Personnel						
Technicians, Surveyors, etc						
Artisans and other Skilled workers						
Plant Operators						
Others:..... ..... ..... ..... ...						

The Tenderer is referred to Clause F.2.1.1.2 of the Tender Data and shall insert in the spaces provided on the following pages details of the key personnel required to be in the employment of the tenderer or other organization, in order for the tenderer to be eligible to submit a tender for this project. Proof of professional registration must be appended to these schedules, together with the Curriculum Vitae of each individual.

SIGNATURE: ..... IDENTITY NUMBER: .....

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

DATE:.....

### EVALUATION SCHEDULE: CURRICULUM VITAE OF KEY PERSONNEL (COMPULSORY)

***(CVs are required only for site agent, contract or project manager and technician and foreman)***

## CV FOR CONTRACTS OR PROJECT MANAGER

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years of Experience:</b>
<b><u>Employment Record:</u></b>		
<b><u>Experience Record Pertinent to Required Service:</u></b>		

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

SIGNATURE: ..... IDENTITY NUMBER: .....

(of person authorised to sign on behalf of the Tenderer)  
**(OWNER OF THE CV)**

DATE: .....

Name:		Date of birth:
Profession:		Nationality:
Qualifications:		
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Professional Body:	Category of Registration:	Registration Number:
Name of Employer (firm):		
Current position:		Years of Experience:
<b><u>Employment Record:</u></b>		
<b><u>Experience Record Pertinent to Required Service:</u></b>		

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

DATE

INCUMBANT'S IDENTITY NUMBER (why different from the above)

[illegible]

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

DATE

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**EVALUATION SCHEDULE: HEALTH AND SAFETY OFFICER**

<b>Name:</b>		<b>Date of birth:</b>
<b>Profession:</b>		<b>Nationality:</b>
<b>Qualifications:</b>		
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Professional Body:</b>	<b>Category of Registration:</b>	<b>Registration Number:</b>
<b>Name of Employer (firm):</b>		
<b>Current position:</b>		<b>Years of Experience:</b>
<b><u>Employment Record:</u></b>		
<b><u>Experience Record Pertinent to Required Service:</u></b>		

**Certification:**

I, the undersigned, certify that, to the best of my knowledge and belief, this data correctly describes me, my qualifications and my experience.

.....  
SIGNATURE OF THE INCUMBANT IN THE SCHEDULE

.....  
DATE

.....  
INCUMBANT'S IDENTITY NUMBER

## T2.2.6 EVALUATION SCHEDULE: PROGRAMME SCHEDULE

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.

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]*

SIGNATURE: ..... IDENTITY NUMBER: .....

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

DATE:.....

## T2.2.7 EVALUATION SCHEDULE: SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted. (will be hired)

- (a) Details of major equipment owned by me / us and are immediately available for this contract.

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

*Attach additional pages if more space is required*

- (b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is accepted

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

*Attach additional pages if more space is required*

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

***Failure to complete this form properly and correctly, will lead to the conclusion that the tenderer does not have the necessary plant and equipment resources at his disposal, and will prejudice his tender.***

SIGNATURE: ..... IDENTITY NUMBER: .....

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

DATE:.....



## **PART C1 : AGREEMENT AND CONTRACT DATA**

**C1.1 Form of Offer and Acceptance**

**C1.2 Contract Data**

**C1.3 Form of Guarantee (Pro Forma as per specific contract)**

**C.1.4 Adjudicators Agreement**



## **C1.1 FORM OF OFFER AND ACCEPTANCE**

## **C1.1 Form of Offer and Acceptance**

### **A. Offer *[Failure of a Tenderer to sign this form will invalidate the tender]***

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement :

**PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE – BID NUMBER: DED02NWER013**

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

By the representative of the Tenderer, deemed to be duly authorised, 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:.....**

**Amount in Words:**

.....  
.....

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

..... SIGNATURE(S) OF AUTHORISED BIDDERS(S)	
NAME:	.....
CAPACITY:	.....
DATE:	.....
ADDRESS	..... ..... ..... .....
CONTACT::	.....

WITNESSES	
3.	.....
4.	.....

## B. ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the 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, including the Schedule of Quantities
- Part C3 Scope of Work

and the schedules, forms, 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 listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorised representatives of both parties.

The Tenderer shall deliver the Guarantee in terms of Clause 7 of the General Conditions of Contract 2004 within the period stated in the Contract Data, and he shall, immediately after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data, within 14 days of the date on which this Agreement comes into effect. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

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

Capacity .....

**for the**

**Employer** Independent Development trust

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

Name and  
Signature

Of witness .....

Date .....

## C. SCHEDULE OF DEVIATIONS

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

1 Subject .....

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Details .....

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2 Subject .....

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Details .....

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3 Subject .....

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Details .....

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4 Subject .....	
Details .....	
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5 Subject .....	
Details .....	
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## **C1.2 CONTRACT DATA**

## INDEPENDENT DEVELOPMENT TRUST

### PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE

## C1.2 Contract Data for BID NO: DED02NWER013

The Conditions of Contract are clauses of the **JBCC Series 2000 Principal Building Agreement (Edition 6.2)** published by the Joint Building Contracts Committee together with IDT's Special Conditions of Contract.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011 315-4140), Master Builders Association (011 205-9000; 057 352-6269) South African Association of Consulting Engineers (011 463-2022) or South African Institute of Architects (051 447-4909; 011 486-0684; 053 831-2003;)

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. Should there be any contradictions between the **Contract Data** and the JBCC Principal Building Agreement, the Contract Data shall take precedence.

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	Amendments
1.0	<p><b>DEFINITIONS AND INTERPRETATION</b></p> <p>Clause 1.1 is deemed to be amended by the addition and amendments of the following:</p> <p>Change the Definition of "<b>AGREEMENT</b>" to read as follows: This <b>JBCC</b> Principal Building Agreement, the <b>contractor's</b> tender document accepted by the <b>employer</b>, the form of offer signed by the <b>contractor</b>, <b>special conditions of contract</b>, <b>contract data</b> and other <b>contract documents</b>.</p> <p>The completed <b>JBCC®</b> Principal Building Agreement and <b>JBCC® contract data</b>, the <b>contract drawings</b>, the <b>priced document</b> and any other documents reduced to writing and signed by the authorised representatives of the <b>parties</b></p> <p>Change the Definition of "<b>BILLS OF QUANTITIES</b>" to read as follows: The document drawn up in accordance with the pricing instructions contained in the pricing data.</p> <p>Change the Definition of "<b>CONSTRUCTION PERIOD</b>" to read as follows: The period commencing on the intended date [CD] of possession of the <b>site</b> by the <b>contractor</b> and ending on the date of <b>practical completion</b></p> <p>Change the Definition of "<b>CONTRACT DOCUMENTS</b>" to read as follows: The <b>agreement</b> and all documents referenced therein. The <b>contract documents</b> shall be taken to be mutually explanatory of one another but in the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the <b>Contract Data</b> shall prevail over all other <b>contract documents</b> <b>The above has been removed from 6.2, due to the agreement definition which now includes contract document</b></p> <p>Change the definition of "<b>PAYMENT CERTIFICATE</b>" to read as follows: A certificate prepared at regular agreed intervals by the principal agent to the contractor certifying the value of work done and verified by the employer for payment, delivered to the employer and properly recorded on</p>

Clause	Amendments
	<p>delivery, and the certificate will only become due and payable once the employer has verified and signed the certificate. Note: The employer reserves the right to withhold or reject the certificate within ten (10) working days should there be a reason to do so, and the contractor may resort to the dispute resolution process should the rejection fails to be resolved.</p> <p>Change the Definition of "<b>PRACTICAL COMPLETION</b>" to read as follows: The stage of completion where the <b>works</b> or a section thereof, in the opinion of the <b>principal agent</b>, has been reached in accordance with C28 &amp; C29 this is a different clause of the specific preliminaries and where the work on the <b>practical completion</b> list (and patent's list if applicable) has been completed and free of latent defects other than minor defects identified in the list for completion and can be used for the intended purpose and certified as complete by the <b>principal agent</b>.</p> <p>Change the Definition of "<b>CONTRACT DRAWINGS</b>" to read as follows: The drawings listed in the Scope of Works.</p>
	<p>Change the Definition of "<b>CONTRACT SUM</b>" to read as follows: The total of prices in the Form of Offer and Acceptance.</p> <p>Change the Definition of "<b>INTEREST</b>" to read as follows: 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).</p> <p>A monetary guarantee [CD] provided by the <b>employer</b> to the <b>contractor</b>, or vice versa, in terms of this <b>agreement</b> from which either <b>party</b> may recover expense and loss in the event of default</p> <p>Add the following to the list of definitions:</p> <p><b>SCHEDULE</b> means the variables listed in the Contract Data.</p> <p><b>DATE OF SITE HANDOVER</b> means the date the contractor is given possession of the site, which shall always be after the signing of the agreement and approval of the construction permits from the relevant authorities including Departments of Labour and Environmental Affairs and local municipality (where applicable).</p> <p><b>EXCEPTIONALLY INCLEMENT WEATHER</b> means weather which is not only extreme or severe but exceeding that which, on the evidence of the past ten years, could reasonably been expected.</p> <p><b>TENANT LIST</b> means a list compiled by the tenant or in his absence the <b>principal agent</b> defining the incomplete or defective work to be rectified to achieve <b>practical completion</b>. Such list shall be scrutinised and endorsed by the <b>principal agent</b> and shall not be unreasonable in the context of his contract.</p> <p><b>CORRUPT PRACTICE</b> 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</p> <p><b>FRAUDULENT PRACTICE</b> 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.</p>
3.0	<p><b>OFFER AND ACCEPTANCE</b></p> <p>Clause 3.3 deleted and replaced with the following:-</p> <p>3.3 This <b>agreement</b> shall come into force on the date of signature of the contract by the <b>employer</b> and after all statutory requirements have been met, and continue to be of force and effect until the end of the <b>latent defects</b> liability period notwithstanding termination or the certification and final payment [22.0;29.0;25.0]</p>



Clause	Amendments
4.0	<p><b>CESSION AND ASSIGNMENT</b></p> <p>Clause 4.2 deleted and replaced with the following:-</p> <p>4.2. The <b>Contractor</b> shall not consent to a nominated <b>Subcontractor</b> assigning or ceding rights or obligations in terms of this <b>agreement</b> without obtaining the prior written consent of the <b>Principal Agent</b> with written approval from the <b>Employer</b></p> <p>Clause 4.3 deleted and replaced with the following:-</p> <p>4.3. Where the <b>Contractor</b> intend to cedes any right to monies due or to become due under this agreement as security in favour of a financial institution, a written consent in accordance with clause 4.1 , shall be obtained from the <b>Employer</b> prior to entering into such cession.</p> <p>Clause 4.0 is amended by adding the following new clauses:</p> <p>4.4 Any cession entered into without the necessary written consent from either party, shall be null and void.</p> <p>4.5 The <b>Employer</b> shall not consent to a cession of monies due or to become due under this <b>agreement</b> as security in favour of a financial institution, unless such financial institution submitted to the IDT a Valid Tax Clearance Certificate, is registered as a credit provider in terms of the National Credit Act and as a vendor in the IDT's Vendor Management System and in line with the IDT's SCM processes.</p> <p>4.6 The <b>contractor</b> shall adhere to the list of <b>subcontractors</b> indicated in the returnable schedules. Any changes to the <b>subcontractors</b> and their subcontract work shall be approved by the client in writing. The contractor shall not subcontract more than 25% of the works to <b>subcontractors</b> whose BEE status is less than his at the time of appointment. Failure to comply with this shall constitute a breach of contract.</p>
5.0	<p><b>CONTRACT DOCUMENTS</b></p> <p>Clause 5.1 deleted and replaced with the following:-</p> <p>5.1. The parties shall sign the original contract document and shall each be issued with the copy thereof. The original signed contract document shall be held by the <b>Employer</b>.</p> <p>Clause 5.6 deleted and replaced with the following:-</p> <p>5.6. The contract documents shall be deemed to be mutually explanatory of one another. In the event of ambiguity, discrepancy, divergence or inconsistency in or between them, the <b>Contract Data</b> shall prevail over all other contract documents.</p>
6.0	<p><b>EMPLOYER'S AGENTS</b></p> <p>Clause 6.1 deleted and replaced with the following:-</p> <p>6.1. The <b>Employer</b> warrants that the <b>Principal Agent</b> has authority and obligation to act and bind the <b>Employer</b> in terms of this agreement, subject to certain restrictions contained herein this document.</p> <p>Clause 6.4 deleted and replaced with the following:-</p> <p>6.4. Where any agent fails to act in terms of delegated authority, the <b>Contractor</b> shall give notice to the <b>Principal Agent</b> and the <b>Employer</b> to respond to such default within five (5) working days or any agreed period. Where such default has not been responded to within the specified or the agreed period, the <b>Contractor</b> may give not less than 10 working days' notice of intention to suspend the works [28.0].</p> <p>Clause 6.5 deleted and replaced with the following:-</p>

Clause	Amendments
	<p>6.5 Where any agent fails to act or is unable to act, or ceases to be an agent, in terms of this agreement, the <b>Employer</b> shall appoint an interim agent within 10 working days from the date of the employer being aware of such event pending procurement of a replacement agent through normal employer's SCM processes.</p>
9.0	<p><b>INDEMITIES</b></p> <p>Clause 9.0 is amended by the addition of the following clause:-</p> <p>Clause 9.1.4. Physical loss or damage to an existing structure in the works that are the subject of the contract and to existing structures as well.</p> <p>Delete 9.2.7.</p> <p>Delete 9.2.10.</p>
10.0	<p><b>INSURANCES</b></p> <p>Clause 10.0 is amended by the addition of the following clauses to the end thereof:</p> <p>10.12 Damage to the works</p> <ul style="list-style-type: none"> <li>(a) Without any way limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> 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 <b>employer</b> against any such damage. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection and security of the <b>works</b> as the <b>contractor</b> may deem necessary.</li> <li>(b) The <b>contractor</b> shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the <b>works</b> and to rebuild, restore, replace and/or repair the <b>works</b>.</li> <li>(c) Where the <b>employer</b> bears the risk in terms of this contract, the <b>contractor</b> shall, if requested to do so, reinstate any damage or destroyed portions of the <b>works</b> and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.</li> </ul> <p>10.13 Injury to Persons or loss of or damage to Properties</p> <ul style="list-style-type: none"> <li>(a) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> 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 <b>works</b> unless due to any act or negligence of any person for whose actions the <b>employer</b> is legally liable</li> <li>(b) The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immoveable property or personal property or property contiguous to the <b>site</b>, whether belonging to or under the control of the <b>employer</b> or any other body or person, arising out of or in the course of or by reason of the execution of the <b>works</b> unless due to any act or negligence of any person for whose actions the <b>employer</b> is legally liable.</li> <li>(c) The <b>contractor</b> shall upon receiving a <b>contract instruction</b> from the <b>principal agent</b> cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the <b>employer</b> shall be entitled to cause it to be made good and to recover the cost therefore from the <b>contractor</b> or to deduct the same from amounts due to the <b>contractor</b>.</li> <li>(d) The <b>contractor</b> shall be responsible for the protection and safety of such portions of the premises placed under his control by the <b>employer</b> for the purpose of executing the <b>works</b> until the issue of the <b>certificate of practical completion</b>.</li> </ul>

Clause	Amendments
	<p>(e) Where the execution of the <b>works</b> 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 <b>contractor</b> 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 <b>works</b> has been completed.</p> <p>(f) The <b>contractor</b> shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and execute the <b>works</b>.</p> <p>10.14 High Risk Insurance</p> <p>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:</p> <p>10.14.1 Damage to the works</p> <p>The <b>contractor</b> shall, from the <b>commencement date</b> of the <b>works</b> until the date of the <b>certificate of practical completion</b>, bear the full risk of and hereby indemnifies and hold harmless the <b>employer</b> against any damage to and/or destruction of the <b>works</b> consequent upon a catastrophic ground movement as mentioned above. The <b>contractor</b> shall take such precautions and security measures and other steps for the protection of the <b>works</b> as he may deem necessary.</p> <p>When so instructed to do so by the <b>principal agent</b>, the <b>contractor</b> shall proceed immediately to remove and/or dispose of any debris arising from damage to or destruction of the <b>works</b> and to rebuild, replace and/or repair the <b>works</b>, at the <b>contractor's</b> own costs.</p> <p>10.14.2 Injury to persons or loss of or damage to property</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies and holds harmless the <b>employer</b> 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.</p> <p>The <b>contractor</b> shall be liable for and hereby indemnifies the <b>employer</b> 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 <b>site</b>, whether belonging to or under the control of the <b>employer</b> 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.</p> <p>10.14.3 It is the responsibility of the <b>contractor</b> to ensure that he has adequate insurance to cover his risk and liability as mentioned in 10.14.1 and 10.14.2. Without limiting the <b>contractor's</b> obligations in terms of the contract, the <b>contractor</b> shall, within twenty one (21) <b>calendar days</b> of the <b>commencement date</b> but before commencement of the <b>works</b> submit to the <b>employer</b> proof of such insurance policy, if requested to do so.</p> <p>10.14.4 The <b>employer</b> shall be entitled to recover any and all losses and/or damages of whatever nature suffered or incurred subsequent upon the <b>contractor's</b> default of his obligations as set out in 10.14.1, 10.14.2 and 10.14.3. Such losses or damages may be recovered from the <b>contractor</b> or by deducting the same from any amounts still due under this contract or under any other contract presently or hereafter existing between the <b>employer</b> and the <b>contractor</b> and for this purpose all these contracts shall be considered on indivisible whole.</p>
11.0	<p><b>SECURITY</b></p> <p>Delete clause 11.1.2. and replace with the following:-</p>

Clause	Amendments
	<p>11.1.2. The <b>contractor</b> shall furnish the <b>employer</b> with a fixed <b>construction guarantee</b> equal in value to ten per cent (10%) of the <b>contract sum</b> within fifteen (15) <b>working days</b> from the offer of appointment <b>date</b> and keep such <b>security</b> valid and enforceable until the <b>final payment certificate</b> has been issued to the <b>contractor</b>).</p> <p><b>Or</b></p> <p>Delete clause 11.1.3. and replace with the following:-</p> <p>11.1.3 The <b>Contractor</b> shall furnish the <b>employer</b> with a fixed set of five per cent (5%) guarantee of the contract sum and a payment reduction of 5% of the value of each <b>payment certificate</b> up to a maximum of five per cent (5%) of the contract sum [25.3.3]. The <b>contractor</b> shall keep such <b>security</b> valid and enforceable until the <b>final payment certificate</b> has been issued. The <b>contractor</b> could release the retention at any stage of the contract by issuing a further construction guarantee of five percent (5%) of the <b>contract sum</b>.</p> <p>Amend clause 11.3 to read as following:</p> <p>11.3 Where a <b>contractor</b> fails to provide the <b>security</b> for projects of value less than R5 million, the <b>employer</b> may:</p> <p>Amend clause 11.3.1 to read as follows:</p> <p>11.3.1 Hand over the site to the <b>contractor</b> and withhold in interim <b>payment certificates</b> to the <b>contractor</b> an amount equal to ten percent (10%) of the <b>contract sum</b>. The amount withheld shall be reduced at <b>practical completion</b> [19.0] to five percent (5%) of the <b>contract sum</b> and to zero percent (0%) in the <b>final payment certificate</b> [25.6]</p> <p>Delete Clauses 11.1.4, 11.1.5, 11.2; 11.4; 11.5</p> <p>Delete 11.7 and replace with the following</p> <p>11.7. A security held by the employer shall be for the due fulfillment of the <b>contractor's</b> obligation in term of this <b>agreement</b></p> <p>Delete clause 11.10 and replace with the following</p> <p>11.10 The <b>Contractor</b> hereby waives, in favour of the <b>Employer</b>, any lien or right of retention that is or may be held in respect of the <b>Works</b> to be executed on the Site.</p> <p>Clause 11.0 is amended by adding the following new clauses:</p> <p>11.12 Within fifteen (15) <b>working days</b> of the date of <b>final completion</b> of the <b>works</b> the <b>employer</b> shall release all <b>construction guarantees</b> to the <b>contractor</b>.</p> <p>11.13 Where the <b>employer</b> has a right of recovery against the <b>contractor</b>, the <b>employer</b> may issue a written demand in terms of the <b>construction guarantee</b>.</p> <p>11.14 <b>Construction guarantees</b> shall only expire at <b>final completion</b> date.</p> <p>11.15 The <b>Employer</b>, as an Organ of State, shall not be required to provide payment guarantees</p>
12.0	<p><b>DUTIES OF THE PARTIES</b></p> <p>Delete clause 12.1.1</p> <p>Delete clause 12.1.10</p> <p>Clause 12.0 is further amended by adding the following clauses:</p> <p>12.4 The <b>contractor</b> shall:</p> <p>12.4.1 Immediately on award of the contract and prior to the commencement on <b>site</b>, the <b>contractor</b> shall prepare a working <b>programme</b> covering the first month of the construction period. This working <b>programme</b> shall be prepared in conjunction with the <b>principal agent</b> and shall be subject to his approval.</p>

Clause	Amendments
	<p>During the first month of the construction period the <b>contractor</b> shall prepare and draw up the <b>programme</b> for the balance of the <b>works</b> for approval by the <b>principal agent</b></p> <p>12.4.2 This <b>programme</b> shall be drawn up in accordance with the dates in the <b>agreement</b> for possession, sectional completion and <b>practical completion</b> and shall be in sufficient and approved detail to ensure control over the <b>works</b>.</p> <p>12.4.3 The <b>programme</b> shall be compiled based on the Critical Path Method of Programming with the critical activities clearly highlighted. It shall be compiled in such a way that logic is not constrained by resource limitations unless specifically approved by the <b>principal agent</b>.</p> <p>12.4.4 Documentation will not be available in complete detail at the commencement stage. However the <b>contractor</b>, in conjunction with the <b>principal agent</b>, shall progressively plan the <b>works</b> on provisional information available and with sufficient scope to include future detail without disrupting the basic logic initially approved by the <b>principal agent</b>.</p> <p>The quantities contained in these <b>bills of quantities</b> are provisional and shall be utilized as a guide only for the drawing up of the <b>programme</b>.</p> <p>Where assumptions are made in regard to programming aspects, such assumptions shall be recorded in the <b>programme</b>.</p> <p>12.4.5 The <b>programme</b> shall be updated and modified to accommodate a material change in circumstances or whenever reasonably required by the <b>principal agent</b>.</p> <p>Any acceleration and/or special measures sanctioned by the <b>principal agent</b> together with associated effects shall be incorporated in a revision to the <b>programme</b>.</p> <p>12.4.6 The <b>programme</b> (including each revision thereof) shall be prepared in conjunction with the <b>principal agent</b> and shall be subject to his approval. The approval of the <b>principal agent</b> shall be deemed to be given on the basis that the <b>contractor</b> represents that the <b>programme</b> complies with the requirements of this <b>agreement</b>.</p> <p>The <b>contractor</b> shall be responsible at all times for maintaining the accuracy, validity and reasonableness of the <b>programme</b> and the implementation thereof. The fact that a <b>programme</b> has been prepared in conjunction with the <b>principal agent</b> or approved by him shall not release or relieve the <b>contractor</b> from any of his obligations or responsibilities under this <b>agreement</b>. Without derogating from the foregoing, the <b>contractor</b> shall at all times bear the onus to demonstrate that the <b>programme</b> complies with the requirement of this <b>agreement</b> and, where applicable constitute an appropriate baseline <b>programme</b> for any purpose in connection with this <b>agreement</b>.</p> <p>12.4.7 The <b>contractor</b> and the <b>principal agent</b> shall, at regular intervals not exceeding one month, assess the state of progress of the <b>works</b> relative to the latest agreed revision of the <b>programme</b>. Such agreement shall include the recording of actual commencement and completion dates for each activity and shall constitute the official record of the progress at such point in time.</p> <p>12.4.7 The contractor shall comply with his tendered subcontractors as stipulated in clause 4.6.</p> <p>12.5 The contractor shall not remove, cut back or disturb trees and shrubs without a contract instruction from the principal agent. (Specific requirements of the employer must be described)</p> <p>12.6 The contractor shall ensure that any relics, treasure or other articles of potential value found on the site remain the property of the employer and shall be handed over to the principal agent who shall be the sole arbiter of what is an article of value.</p>
14.0	<p><b>NOMINATED SUBCONTRACTORS</b></p> <p>Delete clause 14.1 and replace with the following</p> <p>14.1 The <b>principal agent</b> and/or <b>agents</b>, on written instruction from the <b>employer</b>, shall:</p> <p>Delete clause 14.1.5</p> <p>Amend clause 14.3 to read as follows:-</p>

Clause	Amendments
	<p>14.3 Where such <b>subcontractor</b> is not appointed by the <b>contractor</b> for the reasons stated (14.2), or where the appointment of a <b>subcontractor</b> has been terminated, another <b>subcontractor</b> shall be nominated and be appointed on instruction from the <b>principal agent</b> on written instruction from the <b>employer</b>.</p> <p>Amend clause 14.7.1 to read as follows:-</p> <p>The <b>principal agent</b>, on written instruction from the <b>employer</b>, shall instruct the <b>contractor</b> to appoint another nominated <b>subcontractor</b> (14.1.4) to complete the n/s subcontract works.</p>
15.0	<p><b>SELECTED SUBCONTRACTORS</b></p> <p>Amend clause 15.1 to read as follows:-</p> <p>The <b>principal agent</b> and/or agents, on written instruction from the <b>employer</b>, shall:</p> <p>Clause 15.1.2 deleted and replaced with:</p> <p>15.1.2. Call for tenders from a list of tenderers agreed between the <b>contractor</b>, the <b>principal agent</b> and the <b>employer</b></p> <p>15.1.5. Delete</p> <p>Amend clause 15.4 to read as follows:-</p> <p>15.4. Where such <b>subcontractor</b> is not appointed by the <b>contractor</b> for the reasons stated (15.3), or where the appointment of a <b>subcontractor</b> has been terminated, another <b>subcontractor</b> shall be chosen and be appointed on instruction from the <b>principal agent</b> on written instruction from the <b>employer</b>.</p> <p>Amend clause 15.7.1 to read as follows:-</p> <p>15.7.1 The <b>contractor</b> shall appoint another selected <b>subcontractor</b> (15.1.4) to complete the n/s subcontract <b>works</b> in consultation with <b>principal agent</b> and/<b>agents</b> on written instruction from the <b>employer</b></p>
16.0	<p>Amend clause 16.1.1 by adding the following sub-clause:</p> <p>6.1.1.1 The employer will appoint direct contractors for the following direct contract work and the contractor shall be expected to accommodate them in his planning and execution of work:</p> <p>a) .....</p> <p>b) .....</p>
17.0	<p><b>CONTRACT INSTRUCTIONS</b></p> <p>Amend Clause 17.0 by adding the following sub clauses under clause 17.1.2</p> <p>The word "substantially" in the main clause above is qualified by the following four sub clauses:</p> <p>17.1.2.1 Quantity as per line item in fixed Bill of Quantity of more than 5%.</p> <p>17.1.2.2. Variation in standards that result in rate adjustment within the BOQ of more than 5%</p> <p>17.1.2.3. Variation in the design that varies the contract sum by more than 5%</p> <p>17.1.2.4. Should any of the clauses 17.1.2.1-3 be triggered the employer must be notified within 24 hour of becoming aware of the change in writing. The 5% variance includes the exceeding or reduction of the amount as stated above.</p> <p>Amend clause 17.1.13 to read as follow:</p> <p>17.1.13 Expenditure of budgetary allowances, prime cost amount and provisional sums will only be allowed with the express, explicit and unique written consent of the employer.</p>

Clause	Amendments
19.0	<p><b>PRACTICAL COMPLETION</b></p> <p>Amend Clause 19.0 by adding the following clauses:</p> <p>19.4.1. In the event of failure as contemplated in the main clause, The employer reserves the right to issue a practical completion list in excess of the principal agent list or in replacement thereof.</p> <p>19.4.2. No default Practical completion will be deemed to be given, in light of sub clause 19.4.1</p> <p>19.8 Without derogating from the generality of the requirements for <b>practical completion</b> the following specific requirements shall apply:</p> <p>19.8.1 <b>Defects</b> occurring after the issue of the <b>practical completion</b> list requiring remedial work that will, in the opinion of the <b>principal agent</b>, cause disruption, will cause the issue of the certificate of <b>practical completion</b> to be withheld until such <b>defects</b> have been rectified to the satisfaction of the <b>principal agent</b>.</p> <p>19.8.2 The following certificates of compliance shall be required (excluding others that may be required by the local/national authority) from the contractor to achieve <b>practical completion</b> and completion certificate shall be invalid if one of them is missing:</p> <ul style="list-style-type: none"> <li>a) A certificate from the <b>contractor</b> that all aspects of the construction regulations of 2003 have been complied with.</li> <li>b) A certificate from the <b>contractor</b> that the National Building Regulations have been complied with</li> <li>c) An occupancy certificate</li> <li>d) occupational Health and Safety certificate</li> <li>e) A certificate of compliance with respect to plumbing and drainage</li> <li>f) An electrical certificate of compliance</li> <li>g) A certificate of compliance with respect to all glazing</li> <li>h) A certificate of compliance and fire clearance certificate from the contractor and fire chief respectively.</li> <li>i) A galvanizing and painting guarantee.</li> <li>j) All mechanical certificate of compliance.</li> <li>k) All structural certificate of compliance.</li> <li>l) A palisade certificate of compliance.</li> <li>m) A smoke extraction certificate of compliance.</li> <li>n) A fire signage certificate of compliance.</li> <li>o) A tiling certificate of compliance.</li> <li>p) A waterproofing certificate of compliance.</li> <li>q) A generator guarantee.</li> <li>r) Commissioning reports</li> <li>s) Maintenance and operational manuals</li> <li>t) Training of end users on equipment, etc.</li> <li>u) Any other applicable guarantees.</li> </ul> <p>19.8.3 A complete set of maintenance and operating manuals together with all workmanship and material warranties and guarantees are to be compiled and issued to the <b>principal agent</b> prior to <b>practical completion</b> being granted. In addition to the abovementioned documentation, a formal "on site" handover will be required to be conducted with every discipline in the presence of the <b>contractor</b> as well as the applicable services subcontractor.</p> <p>Delete Clause 19.6 and replace with the following clauses:</p> <p>19.6 Notwithstanding anything to the contrary contained in the contract, should the <b>contractor</b> in the opinion of the <b>principal agent</b> not have achieved <b>practical completion</b> of any area of the <b>works</b>, the <b>employer</b> may, notwithstanding the <b>contractor's</b> ongoing responsibilities, take possession of any such area and such possession by the <b>employer</b> shall not in any way be construed that <b>practical completion</b> has been achieved.</p> <p>In such event, the <b>principal agent</b> shall give written notice to the <b>contractor</b> that the <b>employer</b> is taking immediate possession of any particular area/s without <b>practical completion</b> having been achieved in order to mitigate the <b>employer's</b> damages and exposure to loss or expense.</p>



Clause	Amendments
	<p>19.6.1 In the event of the <b>Employer</b> taking occupation of the <b>works</b> or part thereof prior to <b>practical completion</b> being achieved, but on or after the date for <b>practical completion</b>, the <b>employer</b> shall:</p> <p>(a) Have the <b>principal agent</b> issue a <b>practical completion</b> list(s) prior to such occupation</p> <p>(b) Grant the <b>contractor</b> thereafter all reasonable access to expeditiously attend to the items on the <b>practical completion</b> list(s)</p> <p>Add clause 19.9 to Clause 19.0 to read as follows:</p> <p>19.8 After the issue of the <b>certificate of practical completion</b>, entry upon the <b>works</b> to make good <b>defects</b> shall be at such reasonable times as shall be agreed by the <b>principal agent</b>.</p> <p>The <b>contractor</b> shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims of loss of profit shall not be entertained.</p>
22.0	<p><b>LATENT DEFECT LIABILITY PERIOD</b></p> <p>Amend Clause 22.1 to read as follow:</p> <p>22.1 The latent defect liability period for the works shall commence at the start of the construction period and end 10 years from the certified date of final completion.</p> <p>Amend 22.2.1 to read as follow:</p> <p>22.2.1 Where termination of this agreement occurs before the date of final completion, the latent defect liability period shall end 10 Years from the date of termination (29.10; 29.23) for the completed portion of the works only.</p> <p>Delete clause 22.2</p>
23.0	<p><b>REVISION OF THE DATE FOR PRACTICAL COMPLETION</b></p> <p>Amend 23.2 to read as follow:</p> <p>23.2 The <b>contractor</b> is entitled to a revision of the date for <b>practical completion</b> with an adjustment of the <b>contract value</b> (26.0) by the <b>principal agent</b> subject to a written approval from the <b>employer</b>, for a delay to <b>practical completion</b> caused by one or more of the following events:-</p> <p>Amend 23.7 to read as follow:</p> <p>23.7. The <b>principal agent</b> shall, within twenty (20) working days of receipt of the claim, with the written consent of the <b>employer</b>, grant in full, reduce, refuse the working days claimed, and:</p>
25.0	<p><b>PAYMENT</b></p> <p>Amend 25.1. to read as follow:</p> <p>25.1 The <b>contractor</b> shall cooperate with and assists the <b>employer</b> and <b>Principal agent</b> in the preparation of the cash flow statement and payment valuation by providing all required document and quantified amount of work duly executed. Where the contractor has not provided such information the <b>principal agent</b> shall make a fair estimate of the work executed.</p> <p>Amend Clause 25.0 by adding the following sub clauses under clause 25.1:</p>



Clause	Amendments
	<p>25.1.1. The <b>principal agent</b> shall prepare in full the <b>payment certificate</b> for signature and effect by the employer as stipulated in the contract. No <b>payment certificate</b> will be concluded and effected without the employer's authorized signature on the certificate.</p> <p>25.1.2. No <b>payment certificate</b> will be effected without the employer's authorized signature on the certificate.</p> <p>25.1.3 The <b>Employer</b> reserves the right to demand a valid Tax Clearance Certificate prior to making any payment to the <b>Contractor</b>, should it become aware that the tax clearance certificate has expired.</p> <p>25.1.4 The Contractor shall submit the valid Tax Clearance Certificate within fifteen (15) working days or any extended period, from the date of expiry of the Tax Clearance Certificate.</p> <p>Amend clause 25.4.4 to read as follows:</p> <p>25.4.4 Default interest, where applicable, shall only be effective after the 30 calendar days from the date of submission of undisputed <b>payment certificate and Contractor Invoice</b> to the <b>employer</b> at the rate of repo rate plus 3%.</p> <p>25.4.5. Delete</p> <p>Amend 25.7 to read as follow:</p> <p>25.7 The <b>Employer</b> shall, in accordance with clause 8.2.3 of the treasury regulation of March 2005, pay to the <b>Contractor</b> the amount certified in an interim <b>payment certificate</b> within <b>thirty (30) calendar days</b> from the date of submission of undisputed <b>payment certificate</b> to the <b>employer</b> after verification, unless there is an objection of the certificate by the employer. <i>The employer cannot reject a certificate once the employer signs it.</i></p> <p>Amend Clause 25.9 by adding the following sub clauses:</p> <p>25.9.1 The <b>employer</b> shall only be liable for the payment for materials and/or goods on site if ownership is proven by the <b>contractor</b> (paid in full) and such ownership shall pass on to the <b>employer</b> upon payment.</p> <p>25.9.2 The <b>employer</b> shall only be liable for the payment for materials and/or goods offsite if ownership is proven by the <b>contractor</b> (paid in full) and the <b>contractor</b> submits a bank guaranteed cheque of the value of materials and/or goods in favour of the client and such ownership shall pass on to the <b>employer</b> upon payment.</p>
26.0	<p><b>ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT</b></p> <p>Add the followings sub clauses to clause 26.1.</p> <p>26.1.1. Upon receipt of the change request, the <b>Principal Agent</b> must professionally consider the merits of the change request and make a recommendation to the <b>employer</b>.</p> <p>26.1.2. The <b>Principal Agent</b> shall not have the power to approve any deviation or variation which has financial implications on the <b>Employer</b> without the necessary written approval of the <b>Employer</b>, except under emergency circumstances wherein failure to undertake the work may result in loss of life.</p>

Clause	Amendments
	<p>26.1.3. The <b>Employer</b> must communicate the approval of the change request in writing to the <b>Principal Agent</b> and the <b>Principal Agent</b> shall, upon receipt of confirmation of the change request, issue the necessary <b>Contract Instruction</b> to the <b>contractor</b> to undertake the works.</p> <p>26.1.4. The <b>Contractor</b> shall not commence with any change request Works without proof of the written approval of the Variation Order from the <b>Employer</b>, except under circumstances mentioned in paragraph 26.1.2 above.</p> <p>26.1.5 Should the <b>Contractor</b> undertakes the change request Works without the necessary written approval of the change request from the <b>Employer</b>, the <b>Contractor</b> shall be entirely liable for any financial and any related implications and hereby indemnify and hold harmless the <b>Employer</b> from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including and without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the <b>Employer</b> arising out of the Contractor's performance or non-performance of unauthorized works, but only to the extent caused by the negligent acts, errors or omissions of the <b>Contractor</b>.</p> <p>26.1.6. The <b>Contractor</b> shall not accept any instructions from any party, including beneficiary Department, other than the <b>Principal Agent</b>.</p> <p>Amend clause 26.7 to read as follow:  26.7 The <b>principal agent</b>, in consultation with the employer, shall assess the claim and on approval by the <b>employer</b>, shall adjust the contract value within twenty (20) working days of receipt of such details.</p>
27.0	<p><b>RECOVERY OF EXPENSE AND/OR LOSS</b></p> <p>27.1.4. Delete</p>
28.0	<p><b>SUSPENSION BY THE CONTRACTOR</b></p> <p>Amend clause 28.1. to read as follow:  28.1 The <b>contractor</b> may give fourteen (14) Working days' notice to the employer and the <b>principal agent</b> of the intention to suspend the works where the <b>employer</b> and the <b>principal agent</b> have failed to:</p> <p>Add the followings clause to clause 28.0:  28.5. The date of resumption of works shall be the date on which the default has been remedied by the <b>employer</b>.</p>
29.0	<p><b>TERMINATION</b></p> <p>Clause 29.1.1 is amended by the addition of the following sub-clauses:</p> <p>29.1.1a The <b>contractor</b> refuses or neglects to comply strictly with any of the conditions of contract.</p> <p>29.1.1b The <b>contractor's</b> estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.</p> <p>29.1.1c The <b>contractor</b>, in the judgment of the <b>employer</b>, has engaged in <b>corrupt</b> or <b>fraudulent practices</b> in competing for or in executing the contract.</p>

Clause	Amendments
	<p>29.1.1d The <b>contractor</b> fails to perform in terms of the <b>agreement</b> or the <b>employer</b> on reasonable ground believe that the <b>contractor</b> may not be able to comply with his obligation.</p> <p>Amend 29.10 to read as follow:</p> <p>29.10 The latent defect liability period for the completed portion of the works shall end (22.2.1) 10 years from the date of termination.</p> <p>Amend 29.23 to read as follow:</p> <p>29.23 The latent defect liability period for the completed portion of works shall end 10 years from the date of termination (22.2.2).</p>
30.0	<p><b>DISPUTE RESOLUTION</b></p> <p>Delete clauses 30.3, 30.4, 30.5 and 30.6</p>

## Contract Agreement

Clause Number	Contract Agreement
41.0	<p><b>41.0 POST TENDER PROVISIONS</b></p> <p>41.1 All information provided in this section requires consultation with the <b>parties</b> to the <b>agreement</b>.</p> <p>41.2 The completed <b>Contract Data - Employer</b> and <b>Contractor data - Contractor</b> addenda and such other pertinent documents as listed below shall form part of this <b>agreement</b>:</p> <p>41.3 The dispute resolution body selected by the <b>parties</b> is:</p> <p style="text-align: center;"><b><u>THE ASSOCIATION OF SOUTH AFRICAN ARBITRATORS</u></b></p> <p>41.4 The <b>employer</b> shall provide a <b>Payment Guarantee</b> (amount) <input type="text" value="N/A"/></p> <p>41.5 An annual building industry holiday period is applicable (yes/no) <input type="text" value="YES"/></p> <p>41.6 Further provisions and information agreed by the parties:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>
42.0	<p><b>42.0 CONTRACTUAL AGREEMENT</b></p> <p>42.1 This <b>agreement</b> is the entire (special conditions?) contract between the <b>parties</b> regarding the matters addressed herein. No representations, terms, conditions or warranties not contained in this <b>agreement</b> shall be binding on the <b>parties</b>. No agreement or addendum varying, adding to, deleting or terminating this <b>agreement</b> including this clause shall be effective unless reduced to writing and signed by the <b>parties</b>.</p> <p><b>42.2 Contracting Parties</b></p> <p>(1) <b>Employer</b> : <b>THE INDEPENDENT DEVELOPMENT TRUST</b></p> <p>Physical Address : North West Regional Office 4059 Joule Street Industrial Site Mmabatho, 2735</p> <p>Telephone : (018) 389 3000 Fax : (086) 656 4152 E-mail : permyk@idt.org.za</p> <p>TAX / Vat Registration no : 458 014 7876</p>

Clause Number	Contract Agreement
	<p>(2) <b>Contractor</b> :</p> <p>Physical Address :</p> <p>Telephone :</p> <p>Fax :</p> <p>E-mail :</p> <p>TAX / Vat Registration no :</p> <p>42.3 The accepted contract sum (inclusive of tax)</p> <p style="text-align: right;">(amount) <input style="width: 150px;" type="text"/></p> <p>(In words) _____</p> <p>_____</p> <p>_____</p> <p>42.4 Signature of the contracting <b>parties</b>:</p> <p>Thus done and signed at _____ on _____</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ Name of signatory</p> <p>_____ Capacity of signatory</p> </div> <div style="width: 45%;"> <p>_____ For and on behalf of the <b>employer</b> who by signature hereof warrants authorisation hereto</p> <p>_____ As Witness (1)</p> </div> </div> <p>Thus done and signed at _____ on _____</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <p>_____ Name of signatory</p> <p>_____ Capacity of signatory</p> </div> <div style="width: 45%;"> <p>_____ For and on behalf of the <b>contractor</b> who by signature hereof warrants authorisation hereto</p> <p>_____ As Witness (2)</p> </div> </div>

Clause Number	Contract Agreement	
	<div>Details of Witness (1)</div> <div>Name: _____</div> <div>Address: _____</div> <div>_____</div> <div>_____</div>	<div>Details of Witness (2)</div> <div>Name: _____</div> <div>Address: _____</div> <div>_____</div> <div>_____</div>

## **C1.2.1 Special Conditions of Contract**

### **INTRODUCTION**

**WHEREAS**, the Independent Development Trust (“IDT”) made an Offer of Appointment and the Contractor has accepted such appointment subject to the conditions stipulated in the aforesaid Offer of Appointment Letter, which conditions include signing of the JBCC Agreement, Edition 6.2 @ May 2018 (hereinafter referred to as “Main Agreement”) and the Contract Data.

**AND WHEREAS**, this Special Condition of Contract shall form part of the Main Agreement between the Employer and the Contractor.

#### **a) ADDITIONS TO THE MAIN AGREEMENT AND THE CONTRACT DATA**

##### **1.1 JOINT VENTURE AGREEMENT**

- 1.1.1** Should the Joint Venture Agreement be dissolved or any of the JV partner pull out the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.
- 1.1.2** Should one JV partner pull out of the JV agreement and the replacement JV partner does not meet the BBEE threshold stipulated in clause 5.4 of the Special Condition of the Principal Contract, the IDT shall be entitled to cancel the contract with immediate effect.
- 1.1.3** Should the BBEE status of the Joint Venture be changed to a lower rate than the bidding rate, based on legislation applicable at the time of tender closing, the IDT shall be entitled to cancel the contract.

#### **b) SUBCONTRACTING**

- 1.1** A service provider awarded the contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher BBEE status level than the person (service provider) concerned, unless the contract is subcontracted to an exempted micro enterprise that has the capability and ability to execute the sub-contract.
- 1.2** Service provider awarded the project shall subcontract not less than 15% of the contract value to Black-owned local firms with preferably women, youth and people with disability

#### **c) LOCAL ENTERPRISE**

Service provider awarded the project shall purchase at least 5% of the materials locally where available.

#### **d) TRAINING**

Service provider awarded the project may train local labour on life skills, on the job and accredited certification in e.g. plumbing etc.

#### **e) INSURANCES**

The contractor shall be responsible for effecting and maintaining the contract works insurance for the full duration of the contract period. The insured amount for the full scope of works shall be 100% of the contract amount. The insured amount shall include for alterations and renovations to existing buildings and shall not reduce in any way despite sectional; completion being taken.

#### **f) SITE AND ACCESS AND WORKING HOURS**

Clauses 16.0, 16.1 and 16.6 amended to read as follows:

“the site of the works is regarded a National Key Point within which the contractor shall have restricted access to the site on being given possession to fulfill his obligations. The contractor shall be briefed on the restrictions of movement, servitudes, access control, buildings in use, security requirements and security clearances, working hours due to the site being occupied and under the employers control at all times. The contractor shall not extend his operations into any restricted or undefined areas.

The contractor shall ensure that all personnel and subcontractors engaged on the contract and those visiting the site have the necessary security clearances prior to such persons being brought on to site. Any persons found to be non-compliant shall not be allowed entry to the site. All costs associated with the verification of personnel to meet this requirement shall be borne by the contractor.

The employer shall have unrestricted and continuous access to the works due to the statutory classification of the site and its operations. This arrangement shall be coordinated and agreed upon by all parties prior to the handover of the site to the contractor. A steering committee comprising representatives of the employer, the principal agent, the contractor and any other nominated or required party shall be set up to ensure that the contractors operations are unhindered.

Work shall be carried out during normal working hours. Any extended times or approval or overtime work shall be considered and approved by the steering committee.

The contractor shall comply with the employers' rules for the control of delivery of materials and goods into the site and for the removal of such items from the site.”

#### **g) PAYMENT OF PRELIMINARY & GENERAL COSTS (P&G)**

In the event that the contractor, due to causes of his own making, fails to achieve the targets set out in his construction programme and his performance is not in accordance with the contract, payment of the time related p&g will be paid in proportion to the value of the monthly progress payment and not in accordance with the projected cash flow for this item. The principal agent shall review the status quo and revert to paying the contractor in



accordance with the contract once the contractor has demonstrated improvement of their performance and the principal agent is satisfied that the contractor is performing diligently.

Similarly the full amount of the fixed portion of the p&g will be paid only once the successful contractor has fully complied with deliverables under this section.

#### **h) FINAL PAYMENT**

The employer shall pay to the contractor the amount certified in final payment certificate within thirty (30 ) calendar days of the date of issue of the payment certificate or the contractors tax invoice whichever is the later date.

#### **i) AMBIGUITY OR DISCREPANCY**

If any ambiguity or discrepancy in any of the documents forming part of the contract is found, then the contract data and or amendments herein shall prevail in cases of conflict between any of the documents.

all risks insurance - especially with the current weather conditions - we need to ensure that all contracts are insured.

**SIGNATURE OF THE PARTIES**

Signed at Pretoria on this the ..... day of ..... 2021

**AS WITNESSES:**

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

For and on behalf of the **Employer:**  
.....  
in his/her capacity as Acting Regional  
General Manager

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

For and on behalf of the **Employer:**  
.....  
in his/her capacity as the Programme  
Manager.

Signed at Pretoria on this the ..... day of ..... 2021

**AS WITNESSES:**

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

3. \_\_\_\_\_

\_\_\_\_\_  
For and on behalf of the **Service  
provider:**  
.....  
in his/her capacity as Director, who  
hereby confirm that he/she is duly  
authorised hereto.

## **C1.3 FORM OF GUARANTEE**

### C1.3 FORM OF GUARANTEE

#### PRO FORMA FOR PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE

Contract No.: .....

WHEREAS **INDEPENDENT DEVELOPMENT TRUST** (hereinafter referred to as "the Employer") entered into, a Contract with \_\_\_\_\_ (hereinafter called "the Contractor") on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ for the construction of \_\_\_\_\_ at \_\_\_\_\_

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security byway of a guarantee for the due and faithful fulfilment of such Contract by the Contractor;

AND WHEREAS

has/have at the request of the Contractor, agreed to give such guarantee;

NOW THEREFORE WE,

do hereby guarantee and bind ourselves jointly and severally as Guarantor and Co-principal Debtors to the Employer under renunciation of the benefits of division and excussion for the due and faithful performance by the Contractor of all the terms and conditions of the said Contract, subject to the following conditions:

1. The Employer shall, without reference and/or notice to us, have complete liberty of action to act in any manner authorized and/or contemplated by the terms of the said Contract, and/or to agree to any modifications, variations, alterations, directions or extensions of the Completion Date of the Works under the said Contract, and that its rights under this guarantee shall in no way be prejudiced nor our liability hereunder be affected by reason of any steps which the Employer may take under such Contract, or of any modification, variation, alterations of the Completion Date which the Employer may make, give, concede or agree to under the said Contract.
2. This guarantee shall be limited to the payment of a sum of money
3. The Employer shall be entitled, without reference to us, to release any guarantee held by it, and to give time to or compound or make any other arrangement with the Contractor.
4. This guarantee shall remain in full force and effect until the issue of the Certificate of Completion in terms of the Contract, unless we are advised in writing by the Employer before the issue of the said

Certificate of his intention to institute claims, and the particulars thereof, in which event this guarantee shall remain in full force and effect until all such claims have been paid or liquidated.

5. Our total liability hereunder shall not exceed the sum of (not exceeding 10% of the Contract Sum) in

\_\_\_\_\_ (R\_\_\_\_\_)

The Guarantor reserves the right to withdraw from this guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon the Guarantor's liability hereunder shall cease.

We hereby choose our address for the serving of all notices for all purposes arising here from as

\_\_\_\_\_

IN WITNESS WHEREOF this guarantee has been executed by us at

\_\_\_\_\_

on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

As witnesses:

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

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

Duly authorized to sign on behalf of

\_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

## **C1.4 ADJUDICATOR'S AGREEMENT**

## C1.4: Adjudicator's Agreement

This agreement is made on the.....day of ..... 20..... between the Employer

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

of (address) .....

..... and the Contractor

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

(address) .....

..... (hereinafter called **the Parties**)

and

(name) .....

of (address) .....

..... (hereinafter called **the Adjudicator**)

Disputes or differences may arise/have arisen\* between the Parties under a Contract No

.....

for (contract title) .....

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

(\* Delete as necessary)

**IT IS NOW AGREED** as follows:

1. The rights and obligations of the Adjudicator and the Parties shall be as set out in the Procedure.
2. The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the Procedure.
3. The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses in accordance with the Procedure as set out in the Contract Data.
4. The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
5. The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

**SIGNED by:**

(Signature): .....(Signature): ..... (Signature): .....

Name:.....Name:..... Name: .....

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

who warrants that he/ she is  
duly authorized to sign for and  
on behalf of the **Second Party**  
presence of

the **Adjudicator** in the presence  
of

**Witness:** .....**Witness:** .....**Witness:** .....  
(Signature): .....(Signature): ..... (Signature): .....

Name:.....Name:..... Name: .....

Address: .....Address: ..... Address: .....

.....

Date:..... Date:..... Date:



## **C1.5: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT No 85 OF 1993**

Refer Overleaf:

**C.1.5 AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND  
SAFETY ACT No 85 OF 1993**

THIS AGREEMENT is made between Independent Development trust represented by the Supply Chain Management.

(hereinafter called the EMPLOYER) of the one part, herein represented by:

.....  
in his capacity as: .....  
;

AND: .....

(hereinafter called the CONTRACTOR) of the other part, herein represented by .....

.....  
in his capacity as: .....

duly authorised to sign on behalf of the Contractor.

**WHEREAS** the CONTRACTOR is the Mandatary of the EMPLOYER in consequence of an agreement between the CONTRACTOR and the EMPLOYER in respect of:

**TENDER : FOR THE PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND  
BUILDING AT TAUNG SKULL HERITAGE SITE FOR THE DEPARTMENT: ECONOMIC  
DEVELOPMENT, ENVIRONMENT, CONSERVATION AND TOURISM, NORTH WEST PROVINCE –  
BID NUMBER: DED02NWER013**

**at TAUNG SKULL HERITAGE SITE;**

**AND WHEREAS the EMPLOYER and the CONTRACTOR have agreed to enter into an agreement in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act No 85 of 1993, as amended by OHSA Amendment Act No 181/1993 (hereinafter referred to as the ACT);**

**NOW THEREFORE** the parties agree as follows:

- 1. The CONTRACTOR undertakes to acquaint the appropriate officials and employees of the CONTRACTOR with all relevant provisions of the ACT and the regulations promulgated in terms thereof.**
2. The CONTRACTOR undertakes to fully comply with all relevant duties, obligations and prohibitions imposed in terms of the ACT and Regulations: Provided that should the EMPLOYER have prescribed certain arrangements and procedures that same shall be observed and adhered to by the CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting himself/herself/itself with such arrangements and procedures.
3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations, and the CONTRACTOR expressly absolves the EMPLOYER and the Employer's CONSULTING ENGINEERS from being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures in respect of the work included in the contract.
4. The CONTRACTOR agrees that any duly authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2

above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to take such steps the EMPLOYER may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.

5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation, complaint or criminal charge.

Thus signed at ..... for and on behalf of the **CONTRACTOR**

on this the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

Thus signed at ..... for and on behalf of the **EMPLOYER** on this

the ..... day of ..... 20.....

SIGNATURE: .....

NAME AND SURNAME: .....

CAPACITY: .....

WITNESSES: 1. ....

2. ....

### **C1.6 Waiver of Lien**

Refer Overleaf:



# Waiver of Contractor's Lien

for use with the JBCC Principal Building  
or JBCC Minor Works Agreements

## DEFINITIONS

Contractor\_\_\_\_\_

Employer\_\_\_\_\_

Agreement\_\_\_\_\_  
(Principal Building Agreement  
or Minor Works Agreement)

Works (description)\_\_\_\_\_

Site\_\_\_\_\_  
(property title deed description)

## AGREEMENT

The Contractor waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site

This waiver shall only come into effect on provision by the Employer of a Payment Guarantee for fulfilment of his obligations in terms of the identified Agreement

Thus done and signed at \_\_\_\_\_ on

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
Capacity of signatory

\_\_\_\_\_  
As witness

\_\_\_\_\_  
For and on behalf of the Contractor who by  
signature hereof warrants authorisation hereto

JBCC Series 2000 © Code 2121 July 2007

## **C2: PRICING DATA**

## **C2.1 PRICING INSTRUCTIONS**

## **C2: PRICING DATA**

### **C2.1 Pricing Instructions**

#### **C2.1.1 FIXED PRICE – CPAP APPLICABLE**

**Adjustment to the contract value as clause 32.**

**Notwithstanding the provisions of Clause 32.13 or any other clause, no adjustment to the contract sum will be made in terms of the Contract Price Adjustment provisions or any other fluctuation provisions and all such costs shall be for the account of the Contractor.**

**Where the value of additional work cannot be valued in terms of clause 32.2.1 and 32.2.2 such work shall be priced “net” plus the tendered “mark up” thereon.**

#### **C2.1.2 GENERAL**

The Schedule of Quantities forms part of the Contract Documents and must be read and priced in conjunction with all the other documents comprising the Contract Document, which include the Conditions of Tender, Conditions of Contract, the Specifications and Drawings.

**The document comprises of annexure bills. The main tenderer is to elect a subcontractor from the list provided by the client and issue them with the annexure bill to price and sign. The tenderer is therefore obliged to transfer the price to the main bill and add profit & attendance.**

#### **C2.1.3 QUANTITIES REFLECTED IN THE SCHEDULE**

The quantities given in the Bill of Quantities will be subject to re-measuring during the execution of work.

The validity of Contract will in no way be effected by difference between the quantities in the Bill of Quantities and quantities finally certified for payment.

#### **C2.1.4 PROVISIONAL SUMS (PS)**

Provisional sums are provided for some items in the Schedule of Quantities. Work done under these items will be at the written direction of the Employer. The Employer reserves the right, during the execution of the works, to adjust the stated amounts upwards or downwards according to the work actually done under the item, or the item may be omitted altogether, without affecting the validity of the Contract.

The Tenderer shall not under any circumstances whatsoever delete or amend any of the sums inserted in the “Amount” column of the Bill of Quantities and in the Summary of the Bill of Quantities unless ordered or authorized in writing by the Employer before closure of tenders. Any authorized changes made by the Tenderer to provisional items in the schedule, or to the provisional percentages and sums in the Summary of the Bill of Quantities, will be treated as arithmetical errors.

#### **C2.1.5 PRICING**

All rates in the bills must exclude Value Added Tax (VAT), which the bidder must allow for in the final summary of the Bills of Quantities.



## **C2.2 BILL OF QUANTITIES**

SECTION 1: P&Gs

PAYMENT REFERS TO	ITEM NO	DESCRIPTION	UNIT	QUAN- TITY	RATE	AMOUNT
SANS 1200 A		<b><u>PRELIMINARY &amp; GENERAL:</u></b>				
PSA 8.3		<b>Scheduled fixed-charge and value-related items:</b>				
PSA 8.3.1.1	1.1	Fixed preliminary and general charges	Sum	1		
PSA 8.3.1.2	1.2	Value related preliminary and general charges	Sum	1		
8.3.2		<b>Establishment of facilities on the Site:</b>				
PSA 8.3.2.1 PSAB 3.2.1 PSAB	1.3	<u>Facilities for Engineer</u>  Not required	Sum	1		
PSA 8.3.2.2	1.4	<b>Facilities for Contractor</b>  Offices and storage sheds, workshops and laboratories; living accommodation, ablution and latrine facilities; tools and equipment; water supplies, electric power and communications, dealing with water and access	Sum	1		
PSA 8.3.5	1.5	Setting out of the Works	Sum	1		
8.3.4	1.6	<b>Removal of Site establishment</b>	Sum	1		
PSA 8.4		<b>Scheduled time-related items:</b>				
PSA 8.4.1	1.7	Time-related preliminary and general charges	Sum	1		
PSA 8.4.2		<b>Operation and maintenance of facilities on Site, for duration of construction, except where otherwise stated:</b>				
PSA 8.4.2.1 PSAB 3.2.1	1.8	<u>Facilities for Engineer</u>  Not required	Sum	1		
PSA 8.4.2.2	1.15	<u>Facilities for Contractor</u>  Offices and storage sheds, workshops and laboratories; living accommodation, ablution and latrine facilities; tools and equipment; water supplies, electric power and communications, dealing with water and access	Sum	1		
SECTION 1	Carried forward					

**Independent Development Trust for**

**North West Provincial Government: Department: Economic Development, Environment, Conservation and Tourism**

Powerhouse Fencing and Building at Taung Skull Heritage Site

**SECTION 1**

<b>PAYMENT REFERS TO</b>	<b>ITEM NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUAN- TITY</b>	<b>RATE</b>	<b>AMOUNT</b>
		Brought forward				
8.4.3	1.16	<b>Supervision for duration of construction</b>	Sum	1		
8.4.4	1.17	<b>Company and Head Office overhead costs for the duration of the Contract</b>	Sum	1		
8.4.5	1.18	<b>Other time-related obligations</b>	Sum	1		
PSA 8.4.6	1.19	<b>Security of Contractor's plant and personnel</b>	Sum	1		
PSA 8.10		<b>Compliance with OHS Act and regulations: (To include all costs as per the OHS specification attached in the tender document)</b>				
PSA 8.10.1	1.20	General safety obligations	Sum	1		
PSA 8.10.2	1.21	Risk assessment	Sum	1		
PSA 8.10.3	1.22	Health and safety plan	Sum	1		
PSA 8.10.4	1.23	Construction safety officer and other appointments	Sum	1		
PSA 8.10.5	1.24	Training	Sum	1		
PSA 8.10.6	1.25	Medical assessment of employees	Sum	1		
PSA 8.10.7	1.26	Provision of personal protection equipment	Sum	1		
PSA 8.10.8	1.27	Transportation of employees on site	Sum	1		
<b>TOTAL SECTION 1: PRELIMINARY AND GENERAL CARRIED TO SUMMARY</b>						

Independent Development Trust for  
North West Provincial Government: Department: Economic Development, Environment, Conservation and Tourism  
Powerhouse Fencing and Building at Taung Skull Heritage Site

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
2.1	SABS 1200 C	<b><u>SITE CLEARANCE</u></b>				
	8.2.1	<b>Clear and grub:</b>				
2.1.1		a) Areas	m <sup>2</sup>	1 045		
2.2	SABS 1200 D	<b><u>EARTHWORKS</u></b>				
	8.3.3	<b>Restricted excavation:</b>				
2.2.1		a) Excavate for footings, pole supports and retaining wall i) Depth up to 1,0 m	m <sup>3</sup>	148		
2.2.2		ii) Depth over 1,0 m and up to 2,0 m	m <sup>3</sup>	126		
2.2.3		ii) Depth over 2,0 m and up to 3,0 m	m <sup>3</sup>	126		
2.2.4		iv) Depth over 3,0 m and up to 4,0 m	m <sup>3</sup>	126		
2.2.5	8.3.3	b) Extra over items 2.2.1 and 2.2.2 above for: i) Hard rock excavation (No intermediate will be measured. hard rock will require jack hammers or blasting to break material) (Note: Only chemical blasting will be allowed on site)	m <sup>3</sup>	48		
2.2.6		c) Extra over item 2.2.1 and 2.2.2 for hand excavation	m <sup>3</sup>	29		
2.2.7	8.3.9	Backfilling around posts, foundations, retaining walls incl. compaction to 93% Mod AASHTO	m <sup>3</sup>	424		
2.2.8		Soil insecticide (with certificate)	m <sup>2</sup>	186		
2.3	SANS 1200 G	<b><u>CONCRETE (STRUCTURAL)</u></b>				
	8.2	<b>FORMWORK</b>				
	8.2.1	<b>Rough:</b>				
2.3.1		a) Against excavated soil and brick	m <sup>2</sup>	2 004		
	8.2.2	<b>Smooth:</b>				
2.3.2		- Narrow width to form ground beam	m <sup>2</sup>	138		
2.3.3		- Retaining Wall	m <sup>2</sup>	248		
<b>TOTAL CARRIED FORWARD</b>						

**Independent Development Trust for**

**North West Provincial Government: Department: Economic Development, Environment, Conservation and Tourism**

Powerhouse Fencing and Building at Taung Skull Heritage Site

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
	8.3	<b>REINFORCEMENT</b>				
	8.3.1	<b>Steel bars:</b>				
2.3.4		(a) Mild steel	t	0,60		
2.3.5		(b) High-tensile steel	t	18,67		
2.3.6	8.3.2	High tensile welded mesh, ref. 193	m <sup>2</sup>	33		
2.3.7	8.3.2	High tensile welded mesh, ref. 245	m <sup>2</sup>	31		
2.3.8	8.3.2	High tensile welded mesh, ref. 311	m <sup>2</sup>	110		
	8.4	<b>CONCRETE</b>				
	8.4.3	<b>Strength concrete, grade 25 MPa</b>				
2.3.9		- In pole holes for support	m <sup>3</sup>	18		
2.3.10		- Ground Beam, foundation and floor slab	m <sup>3</sup>	23		
2.3.11		- Retaining Wall	m <sup>3</sup>	107		
	8.4.4	<b>Unformed surface finishes:</b>				
		<u>Steel-floated finish:</u>				
2.3.12		- Top of ground beam, post supports and floor	m <sup>2</sup>	88		
	8.4.5	<b>Test blocks</b>				
2.3.13		Making and testing 150 x 150 x 150mm concrete strength test cubes	each	33		
TOTAL CARRIED FORWARD						

**Independent Development Trust for**

**North West Provincial Government: Department: Economic Development, Environment, Conservation and Tourism**

Powerhouse Fencing and Building at Taung Skull Heritage Site

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
<b>2.4</b>	PBA	<b><u>BUILDING WORK</u></b>				
	PBA 15	<b>BRICKWORK</b>				
	PBA 15.1	<b>Brickwork and masonry:</b>				
2.4.1		a) 230mm thick brickwall, clay brick on the outside and clay brick on the inside	m <sup>2</sup>	65		
2.4.2		b) 115mm thick brickwall, clay brick on the outside and clay brick on the inside	m <sup>2</sup>	24		
2.4.3		c) 100 x 70mm Prestressed lintels	m	14		
	PBA 15.4	<b>Damp proof course:</b>				
2.4.4		- Below ground floor slab and in bottom brick wall	m <sup>2</sup>	104		
2.4.5	PBA 15.7	Chases in brickwork	m	33		
2.4.6		150mm Brickforce brick reinforcement	m	300		
	PBA 17	<b>PLASTERING</b>				
2.4.7	PBA 17.1	Plastered finish to inside walls	m <sup>2</sup>	115		
2.4.8		Bagwash to walls	m <sup>2</sup>	16		
		<b>PAINTWORK</b>				
		Surfaces shall be thoroughly washed down and allowed to dry completely before any paint is applied. Blistered or peeling paint shall be completely removed and cracks shall be opened, filled with a suitable filler and finished smooth				
		<b><u>ON RAW PLASTER</u></b>				
2.4.9		Two coats "Plascon Primer" or similar as directed	m <sup>2</sup>	100		
<b>TOTAL CARRIED FORWARD</b>						

**Independent Development Trust for**

**North West Provincial Government: Department: Economic Development, Environment, Conservation and Tourism**

Powerhouse Fencing and Building at Taung Skull Heritage Site

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
TOTAL BROUGHT FORWARD						
2.4.10	PHGH01	<u>ON PREVIOUSLY METAL</u> Two coats "Plascon Enamel" Colour as directed	m²	20		R40 000,00
2.4.11		<u>ON WOOD</u> Two coats "Woodoc Marine" to be as directed. Sanding before painting to be included	m²	40		
2.4.12		<b>WINDOWS AND DOORS</b>  Purpose made natural anodised aluminium door and frame as per AD01. Plugged to brickwork including glazing and ironmongery.	No.	1		
2.4.13		Purpose made natural anodised aluminium window frame as per W01. Plugged to brickwork including glazing.	No.	2		
2.4.14		Purpose made natural anodised aluminium window frame as per W02. Plugged to brickwork including glazing.	No.	1		
2.4.15		Purpose made natural anodised aluminium window frame as per W03. Plugged to brickwork including glazing.	No.	1		
2.4.16		Flush panel solid core 40mm wooden door 813 x 2032mm high. Complete with ironmongery and pressed steel door frame installed	No.	1		
2.4.17		<b>PLUMBING AND TILING</b> Plumbing fittings and installation	PC Sum			
2.4.18		Mark up and attendance	%			
2.4.19		Wall tiling - Ceramic tiles 300 x 300 x 8mm (P.C. Sum R 300,00 per m² for materials excluding VAT) Including delivery, adhesive and grouting	m²	26		
2.4.20		Floor tiling - Ceramic tiles 300 x 300 x 8mm (P.C. Sum R 300,00 per m² excluding VAT) Including delivery, adhesive and grouting	m²	21		
TOTAL CARRIED FORWARD						

**Independent Development Trust for**

**North West Provincial Government: Department: Economic Development, Environment, Conservation and Tourism**

Powerhouse Fencing and Building at Taung Skull Heritage Site

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
2.4.21	PHGH01	<b>ELECTRICAL INSTALLATION</b>				R35 000,00
		Electrical work	PC Sum			
2.4.22		Mark up and attendance	%			
	PHGH01	<b>ROOF TIMBER, SHEETING AND CEILINGS</b>				
2.4.23		0,8mm Corrugated "Zincalume" galvanised sheet metal fixed to purlins	m <sup>2</sup>	36		
2.4.24		Ridge capping	m	6		
2.4.25		Sisalation as per drawing installed	m <sup>2</sup>	36		
2.4.26		Insulation as per drawing installed	m <sup>2</sup>	36		
2.4.27		Roof trusses as per drawing complete with purlins installed	Sum			
2.4.28		Ceilings as per drawing. Gyproc 60min fire rated Firestop ceiling fitted against battens between rafter-ceiling to be flush plastered with a matt white finish.	m <sup>2</sup>	36		
2.4.29		Aluminium edge strips fixed to ceiling next to trusses	m	82		
2.4.30		300 x 12mm Pressed fibre cement fascias	m	10		
	PHGH01	<b>STONE WALL LININGS ETC</b>				
2.4.31		Stone wall linings to brickwork using the available stones in surrounding areas, including selecting suitable stones, cutting to size, hoops, etc.	m <sup>2</sup>	64		
2.4.32		Corrugated Zink-Alum awning complete installed as per detail drawing.	ea	6		
2.4.33		<b>WINDOW AND DOOR BURGLAR PROOFING:</b> Purpose made 50mm x 5mm x 1,96kg/m flat bar frame with 12mm dia round bar vertical sections at min. 136mm c/c, 40mm x 10mm x 3,14kg/m flat bar horizontal rails at c/c distances	kg	650		
2.4.34		<b>CUPBOARDS TO BUILDING</b>	PC Sum			R20 000,00
2.4.35		Mark up and attendance	%			
<b>TOTAL CARRIED FORWARD</b>						



**Independent Development Trust for**

**North West Provincial Government: Department: Economic Development, Environment, Conservation and Tourism**

Powerhouse Fencing and Building at Taung Skull Heritage Site

ITEM NO	PAYMENT REFERS TO	DESCRIPTION	UNIT	QUAN-TITY	RATE	AMOUNT
<b>TOTAL BROUGHT FORWARD</b>						
<b>2.5</b>	PH00	<b><u>FENCING</u></b>				
		<b>Supply and erection of new fencing material:</b>				
2.5.1		(a) De-fence Max or similar Panel 2,9m W x 2,2m H Hot dipped Galvanised	each	118		
2.5.2		(b) De-fence Max or similar Post 2,8m x 60mm x 80mm x 2mm Hot dipped Galvanised incl. caps	each	127		
2.5.3		(c) Flatbar S 2,4m x 60mm Hot dipped Galvanised	each	127		
2.5.4		(d) Applicable bolts M8 x 100 HDG	each	750		
2.5.5		(e) Applicable shear nut M8 HDG	each	750		
2.5.6		(f) Applicable washer fender 8x25x2 HDG	each	750		
	PH00	<b>New gates:</b>				
2.5.7		(a) De-fence Max or similar vehicle gate gate 6 m wide x 2,2 m high Hot dipped Galvanised	Number	1		
2.5.8		<b>Electrical fencing</b>  Supply and installation of electrical fencing on top of fence 600mm high minimum 6 strand. Cost should be inclusive of all materials in order to energize fence. Energiser/s to be installed in Powerhouse Building and connected to an alarm	PC Sum	1		R260 000,00
2.5.9		Mark up and attendance	%			
2.5.10		<b>Provisional Allowance for Retaining wall drainage</b>	PC Sum			R300 000,00
2.5.11		Mark up and attendance	%			
8.4.3		<b>Provisional allowance for CLO AND PSC</b>  Provide the Sum of R 83 300,00 for CLO and PSC cost	PC Sum	1		83 300,00
		Profit and attendance	%			
<b>TOTAL CARRIED TO SUMMARY</b>						

**Independent Development Trust for**

**North West Provincial Government: Department: Economic Development, Environment, Conservation and Tourism**

Powerhouse Fencing and Building at Taung Skull Heritage Site

**SUMMARY OF BILL OF QUANTITIES**

SECTION 1	:	PRELIMINARIES AND GENERAL .....	R
SECTION 2	:	FENCING AND BUILDING WORK .....	R

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<b>SUBTOTAL SCHEDULE/BILL OF QUANTITIES CARRIED FORWARD</b>	<b>R</b>
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**CALCULATION OF TENDER SUM**

TOTAL OF SCHEDULE/BILL OF QUANTITIES (BROUGHT FORWARD) .....	R
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**CONTINGENCIES**

The Sum provided here is under the sole control of the Engineer and may be deducted in whole or in part add 10%	R
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<b>SUBTOTAL .....</b>	<b>R</b>
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**VALUE-ADDED TAX (VAT)**

The tenderer shall add 15% of the subtotal for value-added tax .....	R
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<b>TOTAL TENDER SUM OF TENDER</b>	<b>R</b>
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SIGNED ON BEHALF OF TENDERER : .....

## **C3 SCOPE OF WORKS**



**INDEPENDENT DEVELOPMENT TRUST**

**PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT  
TAUNG SKULL HERITAGE SITE**

**PART C3: SCOPE OF WORK**

**C3.1: STANDARD SPECIFICATIONS**

**C3.2: PROJECT SPECIFICATIONS**

**C3.3: PARTICULAR SPECIFICATIONS**

## **INDEPENDENT DEVELOPMENT TRUST**

# **PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE**

### **C3: SCOPE OF WORK**

#### **C3.1 STANDARD SPECIFICATIONS**

#### **C3.2 PROJECT SPECIFICATIONS**

##### **PART A: GENERAL**

PS-1	Project Description
PS-2	Description of the Site and Access
PS-3	Details of the Works
PS-4	Construction Programme
PS-5	Site Facilities Available
PS-6	Facilities Required on site
PS-7	Management and Disposal of Water
PS-8	Rainfall Figures
PS-9	Health and Safety
PS-10	Subcontractors
PS-11	Deviation from Construction Programme
PS-12	Delay in Completion
PS-13	Supply of Materials
PS-14	Execution of Works
PS-15	Existing Services
PS-16	Spoil and Borrow Material

##### **PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

#### **C3.3 PARTICULAR SPECIFICATIONS**

##### **PART C: ENVIRONMENTAL MANAGEMENT SPECIFICATION**

## **INDEPENDENT DEVELOPMENT TRUST**

# **PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDING AT TAUNG SKULL HERITAGE SITE**

### **C3.1 STANDARD SPECIFICATIONS**

The following standardized specifications for Civil Engineering Construction of the South African Bureau of Standards SABS 1200 shall form part of this contract:

SABS 1200 A	1986	General
SABS 1200 C	1980(as amended 1990)	Site clearance
SABS 1200 DA	1988(as amended 1990)	Earthworks (Small Works)
SABS 1200 DB	1989	Earthworks (Pipe trenches)
SABS 1200 DE	1982	Small Earth Dams
SABS 1200 G	1982	Concrete
SABS 1200 GA	1982	Concrete (Small Works)
SABS 1200 HA	1990	Structural steel (Sundry Items)
SABS 1200 LB	1983	Bedding (pipes)
SABS 1200 L	1983	Medium Pressure Pipes

The following SANS specifications are also referred to in this document and the Contractor is advised to obtain them from Standards South Africa (a division of SABS) in Pretoria.

SANS 10396: 2003:	Implementing Preferential Construction Procurement Policies using Targeted Procurement Procedures
SANS 1914-1 to 6 (2002):	Targeted Construction Procurement
SANS 1921 – 1 (2004):	Construction and Management Requirements for Works Contracts Part 1: General Engineering and Construction Works

## **INDEPENDENT DEVELOPMENT TRUST**

### **PROCUREMENT OF CONTRACTOR FOR POWERHOUSE FENCING AND BUILDI AT TAUNG SKULL HERITAGE SITE**

#### **C3.2: PROJECT SPECIFICATIONS**

##### **STATUS**

The Project Specification, consisting of two parts, forms an integral part of the contract and supplements the Standard Specifications.

Part A contains a general description of the works, the site and the requirements to be met.

Part B contains variations, amendments and additions to the Standardized Specifications and, if applicable, the Particular Specifications.

In the event of any discrepancy between a part or parts of the Standardized or Particular Specifications and the Project Specification, the Project Specification shall take precedence. In the event of a discrepancy between the Specifications, (including the Project Specifications) and the drawings and / or the Bill of Quantities, the discrepancy shall be resolved by the Engineer before the execution of the work under the relevant item.

The standard specifications which form part of this contract have been written to cover all phases of work normally required for road contracts, and they may therefore cover items not applicable to this particular contract.

## **PART A: GENERAL**

### **PS 1 PROJECT DESCRIPTION**

The work required will be as follows:

- Clearing of site
- Excavation of footings, pole supports and retaining wall
- Construction of reinforced concrete footings, retaining walls and slabs
- Plastering and painting of building and steel structure
- Brickwork to the sides of the structure as well as internal walls
- Supply and installation of water connection
- Supply and installation of fencing

### **PS 2 DESCRIPTION OF THE SITE AND ACCESS**

#### **2.1 Location of site**

The project is situated at Norlim, North West

#### **2.2 Access to site**

The site can be accessed from the R372 leading West from Taung prior to turning South towards Norlim.

### **PS 3 DETAILS OF THE WORKS**

#### **Brief description of works**

A brief detail of the works for which this specification is applicable is as follows:

#### **3.1 Alteration, Demolition and Construction**

The work to be done shall consist inter alia of the following:

- Clearing of the site
- Excavation of footings, retaining wall and bases
- Casting of reinforced bases and footings
- Brickwork to floor and roof level.
- Filling and compaction of surface bed.
- Casting and finishing of concrete floor slab.
- Supply and installation of sisalation
- Supply and installation of roofing
- Supply and installation of screeds and internal- and external plaster
- Supply and installation of tiles and tiled skirtings
- Painting of wood, structural steel and internal and external walls
- Supply and install of carpentry
- Supply and installation of ceilings
- Supply and installation of windows and doors
- Supply and installation of glazing
- Supply and installation of fencing



### **3.2 Plumbing and Drainage**

- Supply and installation of gutters and downpipes
- Supply and installation of sanitary plumbing
- Supply and installation of water reticulation within the building
- Water connection

### **3.3 Additional Works**

- Electrical installation within the building
- Supply and installation of Aluminium Balustrades
- Fire detection installation

### **3.4 Labour recruitment conditions**

The Department of Agriculture will assist in the formation of a PSC. The composition of the PSC comprises representation by the Employer, the Engineer and formal structures within the community.

The contractor shall make use of these communication channels, and shall appoint from amongst his site personnel a responsible person to participate in the affairs of the PSC, and this representative may be also required to attend the monthly PSC meetings.

It is mandatory that the Contractor shall interact with the community via proactive project liaison and project participation by its leaders and constituted organisations and forums, as well as through the employment of its people, and these activities shall constitute essential facets of the project.

Local labour is to be used and the employment of such labour is to be done in conjunction with the PSC.

### **3.4 Construction in confined Areas**

It may be necessary for the Contractor to work within confined areas. Except where provided for in the specifications, no additional payment shall be made for work done in restricted areas. In certain places excavation, construction and filling works will have to be performed in a small ( $\pm 1,0$  m width) working space. The method of construction in these confined areas largely depends on the Contractor's constructional plant. The Contractor shall note that, unless provided for in terms of the scheduled payment items of the project specifications, measurement and payment shall be in accordance with the specified excavation, construction and filling works, irrespective of the method used for achieving these cross sections and dimensions, and that the tendered rates and amounts shall include full compensation for all special equipment and construction methods and for all difficulties encountered when working in confined areas and narrow widths, and at or around obstructions, and that no extra payment shall be made nor shall any claim for additional payment be considered in such cases.

## **PS 4 CONSTRUCTION PROGRAMME**

### **PS 4.1 General**

The submission of a construction programme as stated per Clause 12.2.6 of the JBCC PBA is compulsory.

Before any work is to be commenced on the site (within a period as stated in Clause 12.2.17 of the JBCC PBA), the Contractor must submit a detailed project programme for the construction of the Works to the Engineer for his approval.

In preparation of the construction programme the Contractor must liaise with the Engineer and the programme must take into account the coordination of all activities. The programme must consist of a detailed schedule or block diagram covering all aspects of the Works and the planned time thereof must, with the Contract Period as time basis, be shown.

Rainfall conditions will be taken as abnormal when the average rainfall, as shown in Clause PS 8, is exceeded and the contractor must then apply in writing for extension of the contract period using Clause 50(5) of the Special Conditions of Contract.

The Tenderer is required to state in the Appendix to the Form of Tender the time in which he is prepared to undertake and complete the works.

The Contractor shall submit to the Engineer a realistic, detailed programme not later than 14 days after receipt of the Letter of Acceptance. The programme shall be in bar-chart format showing in detail how the Contractor proposes to complete the work covered by this contract by the Due Completion Date.

The following details must be stated:

- i. The quantity of work applicable to each bar item as well as the rate at which the work will be completed.
- ii. A budget of the value of completed work, month by month, for the full contract period.
- iii. The Contractor's plant commitment on the contract for every fortnight.
- iv. The critical path.

The programme shall be kept up to date. If a Contractor fails to maintain progress in terms of the programme, he shall produce a revised programme showing the modifications to the original programme necessary to ensure completion of the Works before the Due Completion Date.

The approval of any programme by the Engineer shall have no contractual significance, other than satisfying the Engineer that the Work is carried out according to such programme and that the Contractor undertakes to carry out the work in accordance with the programme. The Engineer will have the right to instruct the Contractor to revise the programme if necessitated by circumstances.

### **PS 4.2 Time for Completion**

The maximum time allowed for the completion of the contract is 8 months (excluding special non-working days and the year end break) from the date of Letter of Acceptance.

## **PS 5 SITE FACILITIES AVAILABLE**

### **PS 5.1 Water Supply**

*The Contractor must make his own arrangements for provision of fresh water on site for domestic and construction purposes.*

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of water supply to the works and the Contractor shall make his own arrangements for the possible conveyance and storage of water if necessary.

### **PS 5.2 Power Supply**

The Contractor must make his own arrangements for the provision of electricity on site.

The rates tendered for the relevant items in the Preliminary and General Section of the schedule shall include all costs for the establishment and maintenance of a power supply to the works.

## **PS 6 FACILITIES REQUIRED ON SITE**

### **PS 6.1 Facilities for the Contractor**

#### **Site Establishment**

The Contractor is responsible to provide a suitable site for his camp and to provide accommodation for his personnel and labourers. If the Employer can make any specific site available to the Contractor, such site will be pointed out to the Contractor.

The chosen site shall be subject to the approval of the Engineer and the Project Steering Committee (PSC). Possible locations for a campsite shall be pointed out at the Site inspection. The Contractor shall conform to all local authority, environmental and industrial regulations.

The Contractor shall make his own arrangements concerning the supply of electrical power and all other services. No direct payment shall be made for the provision of electrical and other services. The cost thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

The Contractor shall provide security watchmen for the contract as he deems fit at no extra cost for the Employer. The Contractor must ensure that all his employees as well as the employees of his subcontractors are able to identify themselves as members of the construction team.

#### **Ablution and Sanitary Facilities:**

The Contractor shall erect and maintain on the site proper ablution facilities. The Contractor shall service and maintain the facilities in a clean and hygienic state for the duration of the contract period and on completion of the works it from the site.

### **PS 6.2 Laboratory Facilities**

The contractor shall provide Laboratory facilities at an SABS accredited laboratory to conduct tests as required or as specified/measured in the bills of quantity.

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**PS 6.3 Construction Notice Board (Name Board)**

1 Official Name Board, as per C4.2 Site Information: Construction Notice Board, are required for this contract.

**PS 6.4 Housing for the Engineer and/or his Representative**

No housing is required for the Engineer or his Representative.

**PS 6.5 Telephone Facilities**

The contractor will ensure that he has constant telephone contact.

**PS 7 MANAGEMENT AND DISPOSAL OF WATER**

The Contractor shall pay special attention to the management and disposal of water and stormwater on the site. It is essential that all completed works or parts thereof are kept dry and properly drained. Claims for delay and for repair of damage caused to the works as a result of the Contractor's failure to properly manage rain and surface water, will not be considered.

**PS 8 RAINFALL FIGURES**

The following figures are applicable for Clause 50(5) of the Special Conditions of Contract.

INFORMATION SOURCE: National Weather Bureau  
Pretoria, Tel.: (012) 309 3911  
RAINFALL STATION: Jan Kempdorp  
PERIOD: 1994-2003

Rainfall station: Jan Kempdorp					
Period: 1994 – 2003					
Month	N <sub>n</sub>	R <sub>n</sub>	Month	N <sub>n</sub>	R <sub>n</sub>
January	2,2	75,1	July	0,0	0,8
February	2,2	67,6	August	0,0	0,6
March	1,7	58,6	September	0,0	2,3
April	0,6	18,9	October	1,1	33,7
May	0,2	8,2	November	3,1	87,1
June	0,1	4,5	December	3,1	89,2
Annual average: 446,5					

**N<sub>n</sub>** = Average amount of days on which a rainfall of 10 mm or more has been recorded.

**R<sub>n</sub>** = Average monthly rainfall in mm

## **PS 9 HEALTH AND SAFETY**

### **PS 9.1 General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety Act (OHSA) No 85 and Amendment Act No 181 of 1993, and the OHSA 1993 Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

For the purpose of this contract the Contractor is required to confirm his status as mandatory and employer in his own right for the execution of the contract by entering into an agreement with the Employer in terms of the Occupational Health and Safety Act in the form as included in section C1.5.

### **PS 9.2 Health and Safety Specifications and Plans**

#### **(a) Employer's Health and Safety Specification**

The Employer's Health and Safety Specification is included in Section C3.3, Part E of the tender documents as part of the Particular Specifications.

#### **(b) Tenderer's Health and Safety Plan**

The Tenderer shall submit with the tender his own documented Health and Safety Plan he proposes to be implement for the execution of the work under the contract. The Health and Safety Plan must at least cover the following:

- (i) a proper risk assessment of the works, risk items, work methods and procedures in terms of Regulations 7 to 28;
- (ii) pro-active identification of potential hazards and unsafe working conditions;
- (iii) provision of a safe working environment and equipment;
- (iv) statements of methods to ensure the health and safety of subcontractors, employees and visitors to the site, including safety training in hazards and risk areas (*Regulation 5*);
- (v) monitoring health and safety on the site of works on a regular basis, and keeping of records and registers as provided for in the Construction Regulations;
- (vi) details of the Construction Supervisor, the Construction Safety Officers and other competent persons he intends to appoint for the construction works in terms of Regulation 6 and other applicable regulations; and
- (vii) details of methods to ensure that his Health and Safety Plan is carried out effectively in accordance with the Construction Regulations 2003.

The Contractor's Health and Safety Plan will be subject to approval by the Employer, or amendment, if necessary, before commencement of construction work. The Contractor will not be allowed to commence work, or his work will be suspended if he had already commenced work, before he has obtained the Employer's written approval of his Health and Safety Plan.

Time lost due to delayed commencement or suspension of the work as a result of the Contractor's failure to obtain approval for his safety plan, shall not be used as a reason to claim for extension of time or standing time and related costs

### **PS 9.3 Cost of compliance with the OHSA Construction Regulations**

The rates and prices tendered by the Contractor shall be deemed to include all costs for conforming to the requirements of the Act, the Construction Regulations and the Employer's Health and Safety Specification as applicable to this contract.

Should the Contractor fail to comply with the provisions of the Construction Regulations, he will be liable for penalties as provided in the Construction Regulations and in the Employer's Health and Safety Specification.

### **PS 10 SUBCONTRACTORS**

The Employer shall have the right to cede any sub-contract under this contract to a pre-approved subcontractor, in accordance with the provisions of Clause 14 of the JBCC PBA.

### **PS 11 DEVIATION FROM CONSTRUCTION PROGRAMME**

The programme of work as required in terms of the "JBCC PBA (2014)" shall be submitted to the Engineer not later than ten working days after the Commencement Date.

The Contractor shall take into account the requirements of the Occupational Health and Safety Act, as well as the Construction Regulations in the drafting of the programme.

The format shall not be in the form of a bar chart only, but shall also clearly indicate the anticipated quantity of work to be executed each month. The construction programme shall also clearly indicate the local and foreign labour to be utilised for the duration of the Contract.

If during the progress of the work, the quantities of the work performed per month fall below the expected indicated in the Construction programme, or if the sequence of operation is altered, or if the programme is deviated from in any other way, the Contractor shall, within one week after being notified by the Engineer, submit a revised construction programme.

Such a revised construction programme shall be based on the tempo of work achieved by the Contractor up to the date of revision. Any proposal to increase the tempo of work must be accompanied by positive steps to increase production by providing more labour and plant on site or by using the available labour and plant in a more efficient manner.

Failure on the part of the Contractor to work according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided for in the "JBCC PBA (2014)".

### **PS 12 DELAY IN COMPLETION**

The Contractor shall organise the Works in such a manner that no delays occur. Delay due to faulty organisation or lack or shortage of materials or labour or co-operation with other parties or to any other cause within the control of the Contractor will not be countenanced and full power is reserved by the Engineer to order the Contractor to expedite the work should the work, in the opinion of the Engineer, not progress in a satisfactory way.

### **PS 13 SUPPLY OF MATERIALS**

All material to be used in the Works is to be supplied by the Contractor.

The Contractor shall ensure that the work is not delayed due to the lack of materials on Site, by placing orders for material required under this Contract as soon as possible. No extension of time will be allowed for any delay due to the supply of materials.

Although the quantities have been carefully calculated, it must be considered as approximate only and the Contractor, before ordering any materials, should check the quantities required. The bill of quantities is provisional.

## **PS 14 EXECUTION OF THE WORKS**

### **PS 14.1 Inspection by the Engineer**

No portion of the work shall be proceeded with until the Engineer or his representative has examined and approved the previous stage. If any work is covered or hidden from view before the Engineer or his representative has inspected the work, the Contractor shall at his own cost expose the covered or hidden work for inspection. The Contractor shall also be responsible for making good any work damaged during the uncovering.

### **PS 14.2 Certificate of Completion**

When all the work under the Contract have been completed to the entire satisfaction of the Engineer, he will issue a certificate of completion to the Contractor informing the Contractor of the date the date at which the works are deemed to be completed and accepted by the Employer.

The sureties provided by the Contractor for the fulfilment and completion of the Contract in terms of the Form of Agreement will be released upon the issue of the Certificate of Completion.

## **PS 15 EXISTING SERVICES**

The Contractor shall make himself acquainted with the position of all existing services before any excavation or other work likely to affect the existing services is commenced.

The Contractor will be held responsible for any damage to known existing services caused by or arising out of his operations and any damage shall be made good at his own expense. Damage to unknown services shall be repaired as soon as possible and liability shall be determined on site when such damage should occur.

A provisional amount is included in the bill of quantities for the protection and/or shifting of services.

Two weeks prior to commencing construction activities in a particular area, the Contractor shall also diligently enquire of local landowners as to whether there are any other known services which have not been shown on the drawings but which may be affected by the construction activities in that area, and any such services shall be brought to the attention of the Engineer immediately. The contractor shall make provision in his programme for the location and/or shifting of services.

## **PS 16 SPOIL AND BORROW MATERIAL**

No indiscriminate spoiling of material will be allowed. All unsuitable or surplus material shall be spoiled at sites to be indicated by the Engineer. Should it be necessary for importation of materials from a designated borrow area, it will be the responsibility of the contractor in liaising with the relevant landowners for approval of access and obtaining of material.

**PART B: AMENDMENTS TO THE STANDARD SPECIFICATIONS**

**B1 PROJECT SPECIFICATIONS RELATING TO THE STANDARD SPECIFICATIONS AND OTHER ADDITIONAL SPECIFICATIONS**

In certain clauses in the standard, standardised and particular specifications, allowance is made for a choice to be specified in the project specifications between alternative materials or methods of construction, and for additional requirements to be specified to suit a particular contract. Details of such alternative or additional requirements applicable to this contract are contained in this part of the project specifications. It also contains the necessary additional specifications required for this particular contract.

The number of each clause and each payment item in this part of the project specifications consists of the prefix B followed by a number corresponding to the relevant clause or payment item in the standard specification.

The number of a new clause or payment item, which does not form part of a clause or a payment item in the standard specifications and which is included here, is also prefixed by B, but followed by a new number which follows on the last clause or item number used in the relevant section of the standard specifications.



## **VARIATIONS TO REQUIREMENTS OF SPECIFICATIONS LISTED IN C 3.1**

### **PSA            SABS 1200 A: GENERAL**

#### **PSA 1            MATERIALS**

##### **PSA 1.1        Quality of Materials (Sub-Clause 3.1)**

**Add the following:**

All materials used in this Contract shall bear the official SABS mark where applicable. All materials shall be new and of the best quality available unless otherwise specified.

Storage of construction material shall comply with the set specification to the satisfaction of the Engineer.

#### **PSA 2            CONSTRUCTION (Clause 5)**

##### **PSA 2.1        Survey**

##### **PSA 2.1.1      Replacing of Plot Beacons and Land Surveyors Reference Marks (Sub-Clause 5.1.2)**

**Add the following:**

Only where the destruction of the beacons was unavoidable according to the Engineer, will the Contractor receive repayment plus a commission of 5,0 % of the amount paid to the sub-contractor for the replacing of lost beacons, benchmarks and Land Surveyors Reference marks.

##### **PSA 2.2        Dealing with Water on Works (Sub-Clause 5.5)**

**Add the following:**

No separate or additional payment will be made keeping the Works dry nor for shoring and/or additional excavations and backfilling required as a result of trench walls and cutting sides collapsing. It will be assumed that the cost of these items are priced and included in the relevant Pay Items.

##### **PSA 2.3        Accommodation of Traffic (Clause 5.9)**

**Add the following sub-clauses.**

##### **PSA 2.3.1      Accommodation of Traffic**

The Contractor shall arrange his work so as to allow construction traffic to have free access to building sites and other contracts at all times during the construction period.

The Contractor shall provide adequate signs, barricades, lights and the necessary staff at his own cost to ensure a reasonable free flow of traffic throughout the entire period of construction.

##### **PSA 2.3.2      Access to properties**

The Contractor shall provide and grant access to persons whose properties fall within or adjoin the area over which he is working. In this respect the contractor's attention is drawn to the General Conditions of Contract. No separate payment will be made for

the provision and maintenance of such accesses and facilities, except where it may be required outside the road reserve.

**PSA 3        TESTING**

**PSA 3.1      Approved laboratories (Sub-clause 7.2)**

**Add the following sub-clause:**

The Contractor shall make arrangements to the approval of the Engineer for the hydrostatic testing of the pipe sections installed. Over and above the normal tests carried out by the Contractor on site, the Engineer may order the Contractor to arrange special tests to be carried out by an approved independent laboratory should the Engineer not be fully convinced and satisfied with the compaction of the bedding, blanket and common backfill to the pipe trenches.

The contractor will make sure the compaction of all earthworks is as specified. The Engineer shall be notified of all testing 48h prior to testing to allow the Engineer to witness the tests or arrange for his representative to witness the tests. All testing results shall be made available to the Engineer within 48h of testing. The Engineer may ask additional testing if required.

**PSA 4        OCCUPATIONAL HEALTH AND SAFETY (Sub-Clause 5.7)**

Replace the contents of this sub-clause with the following:

The safe conduct of the Works shall be a primary consideration and the entire Works shall be carried out in conformity with all the applicable statutory regulations and requirements and Tenders must price their tenders accordingly.

The Works must be executed in terms of the Occupational Health and Safety Act, 1993 (Act no. 85 of 1993, as amended), and the specific regulations made in terms of this Act.

In particular, the following Regulations will apply:

- a) Construction Regulations, 2003. (18 July 2003).
- b) General Administrative Regulations, 2003. (25 June 2003).

The Construction Regulations ensure that:

- Hazards and potential hazards to a healthy working environment are identified.
- These hazards are removed or reduced.
- Employees are trained to work safely in potential hazardous conditions.

The regulations ensure that not only the Contractor but also the Client has a responsibility to provide a safe and healthy working environment for all employees.

The contractor has to give notice in writing to the Provincial Director of the construction works in terms of clauses 3(1)(a)(ii), 3(1)(b)(i) and 3(1)(b)(ii) of the Construction Regulations, before starting with construction.

The Contractor's attention is also drawn to the following specific provisions in the Construction Regulations:

- a) Based on the Client's Health and Safety Specifications, the Contractor has to prepare and submit a suitable and sufficient documented health and safety plan, which shall be applied from the date of commencement to the

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- b) end of the contract. The works may only commence once the health and safety plan is approved by the Client.
- c) The contractor shall appoint a full-time, competent employee designated in writing as the construction supervisor.
- d) The contractor shall, before the commencement of construction work, and during construction work, cause a risk assessment to be performed by a competent person, which shall form part of the Health and Safety Plan.
- e) Every employee shall receive Health and Safety induction training by a competent person of the Contractor, prior to the commencing of the construction work.

The Contractors health and safety plan should be based on the following principles:

- A proper risk assessment of the construction work.
- Pro-active identification of potential hazards and risk areas.
- Informing and/or training of employees in hazards and risk areas.
- Provision of a safe working environment and safety equipment.
- Ensure the safety of his Contractors through their safety plans.
- Monitoring the health and safety on the construction works on a regular basis.
- Use competent safety officers.

The Contractor's health and safety plan should cover the following details, where applicable: (with reference to clauses of the Construction Regulations)

Clause 5: Principal Contractor and Contractors

- Methods to ensure the approval, implementation and maintenance of all health and safety aspects regarding his Contractors.

Clause 6: Supervision of construction work.

- Details of the construction supervisor as well as his appointed assistants.
- Details of the construction safety officer. (Full-time or part-time).
- Details of the suitability and competency of the above persons regarding the health and safety aspects of the construction works.

Clause 7: Risk assessment

- Details of a proper risk assessment on which his health and safety plan is based.
- Ways, in which all construction employees are informed, instructed and trained regarding hazards and the related work procedures.

Clause 8 to 28: Risk items to be addressed

- The Principle Contractor health and safety plan should contain details of the design, management, responsibilities, worker training, work methods, procedures, maintenance or any other requirements necessary for him and his Contractor to work safely and in a healthy environment as stipulated in these clauses.

Copies of the Act and Regulations are available on the Department of Labour website, [www.labour.gov.za](http://www.labour.gov.za).

The Construction Regulations prescribes specific actions by the Principal Contractor and his sub-Contractors, which will have an influence on the cost and duration of the

Works. The Contractor must provide in his Tender for the expenditure and time implications related to the management of the Construction Regulations.

**PSA 5            MEASUREMENT AND PAYMENT**

**PSA 5.1        Fixed charge and Value Related Items (Sub-clause 8.2.1)**

**Replace the sub-clause with the following:**

Payment shall be a lump sum to provide for the Contractor's expenses in connection with:

- (a)     setting up and maintaining his organisation, camps and plant on the site;
- (b)     effecting the insurances and indemnities required in terms of the JBCC PBA
- (c)     meeting all other general obligations and liabilities which are not specifically measured for payment in these contract documents.

The lump sum total of Fixed Charge Items, Value Related Items and Time Related Items shall not exceed 15% of the nett total Tender Amount. If the Tenderer should tender a higher amount for this item it shall be reduced to the amount allowed above and all other tendered prices increased in the proportion required to retain the same Nett Total Tender Amount.

The tendered lump sum shall not be subject to any variation if the actual value of work done under the Contract exceeds, or falls short of, the Tender Amount, or as a result of an extension of time for completion in terms of Clause 25 of the JBCC PBA

Any payment made under this item shall not be taken into account when determining whether the value of a certificate complies with the "minimum amount of monthly certificate" laid down in the Appendix.

Before any payment is made under this item the Contractor shall satisfy the Engineer that he has provided on site an establishment and plant of good quality and in value exceeding that of the first instalment. The Contractor may be asked to furnish documented proof that he owns the offices and plant on site, the value of which should exceed the amount claimed in the first certificate. In the event that the Contractor cannot satisfy the Engineer as to the value or ownership, the Engineer shall have the right to withhold part of any payments to be made under this item, until the Works have been completed.

Payment of the lump sum shall be made in three separate instalments as follows:

- (a)     The first instalment, 50% of the lump sum, will be paid in the first payment certificate after the Contractor has met all his obligations under this sub-clause and has made a substantial start on construction in accordance with the approved programme.
- (b)     The second instalment, 35% of the lump sum, will be paid when the value of the work done reaches one half of the Nett Total Tender Amount.
- (c)     The third and final instalment, 15% of the lump sum, will be paid when the works have been completed and the Contractor has fulfilled all requirements of this sub-clause. No payment for the scheduled Fixed Charge Items for this contract will be made until the requirements regarding and the erection of name boards have been met.

**PSA 5.2 Facilities for the Contractor****Add the following to Clause 8.2.1**

The items indicated in the specification clause consist of various items . All of these items shall be priced as per the bill of quantities if the tenderer want to supply more on site this must be included in the items under AA1.2.1.

**PSA 5.3 Occupational Health and Safety**

Item:

“Provision for the cost related to the Occupational Health and Safety Act, 85 of 1993, and the relevant Regulations:

- |      |  |             |
|------|--|-------------|
| i)   | Preparation of a Health & safety Plan  | Unit: Sum   |
| ii)  | Compilation of a Risk Assessment prior to Construction   | Unit: Sum   |
| iii) | Health & Safety induction Training of employees  | Unit: Sum   |
| iv)  | Compilation and keeping up to date the Health & Safety file which shall include all documentation required in terms of the act | Unit: Sum   |
| v)   | Implementation of the Health and Safety Plan over the entire construction period   | Unit: Month |
| vi)  | Provision of safety gear   | Unit: Sum   |

The tendered sum shall include full compensation for providing the above services as required from the Occupational Health & Safety Act. The rate shall include all related costs incurred by the Act, remuneration of personnel, trainers, etc. and equipment required for the execution of the required services as depicted by the Act. The tendered amount for items a, b, c and d shall only be paid on the successful completion of the task as approved by the client. The tendered amount for item e shall be paid on a monthly basis.

The sum tendered for the provision of safety gear will be deemed inclusive of all gear required by law. All gear ordered by the Safety officer to be provided will be in place within 24h of the instruction given in writing in the site instruction book.

**PSAB SABS 1200 AB: ENGINEER’S OFFICE****PSAB 1 MATERIALS****PSAB 1.1 Name board (Sub-clause 3.1)**

One name board shall be provided. The name board shall be manufactured to the Engineer’s details and specifications as supplied on the site handover meeting. Board to be 2,5m wide and 1,1m high mounted on 100mm diameter wooden poles (2,5)m

**PSAB 2 OFFICE BUILDINGS (Sub-Clause 3.2)****PSAB 2.1 Office building (clause 3.2)**

The Engineer will not require an office but the contractor must have at least the following on site:

- Desk with chair
- Filing cabinet
- Electricity point for computer

The office must be safe (Lockable and have burglar proof windows) enough to be able to leave valuable item in it.

**PSAB 3      SURVEY EQUIPMENT AND SURVEY ASSISTANTS**

**Add the following to clause 5.5:**

The Contractor shall provide and make available at all times for the use of the Engineer and his staff the necessary survey equipment comprising of the following:

- 1 Steel tape, 30 m long
- 1 Measuring wheel, as approved by the Engineer
- 1 Self levelling Engineers level, tripod and level staff (metric)

The Contractor shall maintain the equipment in good working order. The Contractor shall keep the equipment continuously insured against any loss, damage or breakage and he shall indemnify the Engineer and the Client against any claim in this regard. Upon completion of the Works, the ownership of the equipment shall revert to the Contractor. The Engineer shall have free and ready access to all survey equipment to use on the Contract as he deems fit.

**PSC**                    **SITE CLEARING (SABS 1200 C)**

**PSC 1**                **CONSTRUCTION (Clause 5)**

**PSC 1.1**           **General (add the following sub-clause 5.9)**

The areas where work is to be carried out must be kept clean for the duration of the contract. All rubbish must be removed without delay and the site must be left clean and tidy on completion of the service.

**PSC 1.2**           **Dumping site (add the following sub-clause 5.10)**

No dumping is allowed on site other than at the designated and approved fill areas.

**PSC 1.3**           **Cutting of trees (sub-clause 5.2)**

*Add the following to the clause:*

No trees may be removed without prior permission from the Engineer.

**PSD**                **SABS 1200 D: EARTHWORKS**

**PSD 1**                **MATERIALS (Clause 3)**

**PSD 1.1**           **Classification for excavation purposes (Sub-clause 3.1)**

**PSD 1.1.1**       **Classes of excavation (Sub-clause 3.1.2)**

*Delete sub-clause b), d) and e)*

*Add the following to the clause:*

All soft and intermediate excavation materials shall be classified as soft material (Clause b)). No intermediate material excavation shall be measured.

Only two types of excavation will be entertained for purposes of measurement and payment namely:

- a) Soft excavation
- b) Hard rock excavation

**PSD 2**                **CONSTRUCTION (Clause 5)**

**PSD 2.1**           **Excavation for working space (Sub-clause 5.2.2.1 b) and c))**

*Add the following to the clause:*

Other than for the sides of strip or pad footings or where specifically authorized by the Engineer, no concrete shall be placed against the sides of excavations.

For external concrete faces below ground level, (other than concrete placed against the sides of excavations as above) the Contractor shall over-excavate to provide sufficient working space for the erection of formwork.

Tenderers shall allow in their rates for excavation for any over-excavation required for working space.

Excavation volumes for structures will be calculated as the nett volume of the structure below ground level after general site excavations have been completed. No additional payment shall be made for working space.

All water retaining structures shall be shuttered externally on vertical and on other faces inclined within 45° from the vertical.

**PSD 2.2      Inspection (Sub-clause 5.2.2.1 d))**

*Add the following to the clause:*

Excavation to final level, ready to achieve a binding layer or concrete footing, shall be completed less than 24 hours before such layer or footing is cast.

The Contractor shall arrange for the inspection by the Engineer or his Representative of all surfaces immediately before casting concrete.

**PSD 2.3      Over-excavation to sides of excavation (Sub-clause 5.2.2.1 e))**

*Add the following to the clause:*

Where the sides of excavations are over-excavated to establish safe slopes, provide access to excavations, or for other purposes not specifically required by the Engineer, such over-excavation shall be backfilled with material as required by the Engineer and compacted to a minimum density of 93% Mod AASHTO.

No separate payment will be made for this work.

**PSD 2.4      Over-excavation (Sub-clause 5.2.2.1 e))**

*Add the following to the clause:*

If the material in the bottom of an excavation is loosened, or if there is any over-excavation, any loose or disturbed soil shall be removed, and the over-excavation shall be replaced by mass concrete mix 15 MPa.

No separate payment will be made for replace over-excavation with concrete. No separate payment will be made for over excavation as defined in PSD 2.3 and PSD 2.4.

**PSD 2.5      Trimming of surface of bulk earthworks (add the following sub-clause 5.2.2.1 f))**

Where blinding, mass or structural concrete is to be cast or where precast elements are to be placed on surfaces established by bulk earthworks, the Contractor shall:

- a) Arrange his bulk excavation operation so that over-excavation is avoided, taking into account the requirements in PSD 2.3.
- b) Over-fill embankments while placing fills as necessary to allow for trimming and arrange his compaction operations to ensure that the specified density is achieved throughout the finally trimmed embankment; and
- c) Shortly before casting concrete or placing precast elements, carefully remove the final layer and trim such surfaces to the design levels and profiles within Grade II degree of accuracy.



**PSD 2.6            Disposal of surplus material (Sub-clause 5.2.2.3)**

*Add the following to the clause:*

All surplus material from bulk excavation for concrete units and for pipework shall be dumped, levelled and spread on site at the areas as indicated by the Engineer.

**PSD 2.7            Freehaul (Sub-clause 5.2.5.1)**

*Replace the sub-clause with the following:*

All haul within the site of works or within a distance of 1.0 km outside the extremities of the boundaries of the contract as indicated on the drawings shall be regarded as freehaul.

**The following notes are applicable:**

- Earthworks for cut to fill will be measured by volume once in fill.
- Earthworks for cut to spoil, will be measured by volume once only in excavation.
- No separate payment will be made for selection of material to be used in embankments, etc.
- The Contractor shall include for this work in his rates tendered for excavation.
- If necessary, the Contractor shall form stockpiles of suitable material to be used in embankments.
- Payment for double handling as a result of this, will be considered to be included in the rates for bulk excavation.

**Trimming of Earthworks:**

The slope of cut and fill areas will be 1:1,75. Platform areas will be constructed to a slope of 1:100 towards cut area.

Trimming of gradients established by bulk earthworks, will not be measured and paid for separately. The rates for this work shall be covered by the existing items.

Trimming of platform areas to indicate falls, shall not be measured separately and shall be included in cut to fill rates.

Trimming of surfaces established by restricted excavation will not be measured separately. The rates for restricted excavation shall cover the costs of trimming.

**Bulk excavations:**

The volume of bulk excavation shall be measured between the original ground profiles and the bottom of blinding layer.

Over-filling of embankments as required in PSD 2.5 will not be measured for payment. The costs of such over-filling will be held to be covered by the rate for bulk excavation.

The rate for bulk excavation shall cover the costs as specified in Clause 8.3.2.

In the case of surfaces not within a road prism nor covered by concrete, the rate for bulk excavation shall cover the cost of finishing off earthworks faces to the correct lines and levels within the limits for Degree of Accuracy II as specified in Sub-clause 6.1.

If the Contractor decides to form terraces first and to execute bulk excavation for the units from the final formed level, no additional payment for the bulk excavation shall be done except for bulk excavation from the original natural ground level downwards.

**PSDB            SABS 1200 DB: EARTHWORKS (PIPE TRENCHES)**

**PSDB 1        SCOPE OF WORKS**

This specification covers all earthworks for pipe trenches.

**PSDB 2        MEASUREMENT AND PAYMENT**

**PSDB 2.1     Basic Principles**

**PSDB 2.1.1   Excavation and backfilling (Sub-clause 8.1.5)**

Add the following sub-clause:

The tendered unit price for pipelines shall in addition also allow for clearing of all vegetation, the removal and temporary stockpiling of 100 mm of topsoil and the replacement of the latter after the completion of backfilling. This excavation shall represent both soft and intermediate excavation conditions.

Interim payments for excavation and backfilling will be made as follows:

- a)      complete trench excavation down to below bedding level = 30 % of measured quantity
- b)      completion of pipe laying and bedding, excluding testing of pipes = 50 % of measured quantities
- c)      completion of successful testing of pipes = 80 % of measured quantities
- d)      completion of backfilling, including replacing of topsoil, removal of all surplus material and levelling of trenched area = 100 % of measured quantities.

**PSDB 2.2     Materials**

**PSDB 2.2.1   Classification of excavation in headings**

All excavation shall be in open cut and no tunnelling will be allowed.

**PSDB 2.2.2   Classes of excavation**

The excavation of material for the purpose of measurement and payment will not be classified as intermediate excavation nor as boulder excavation Class A or Class B. Soft excavation will held to include material classified in Subclause 3.1.2 as intermediate excavation, and boulder excavation Classes A and B.

**PSDB 2.3     Selection**

Notwithstanding Sub-clause 3.7, in terms of which the Contractor has a choice regarding methods of selection, the Contractor is required to use selective methods of excavation. The Contractor shall electively remove and separate the sandy material from unsuitable material and place it adjacent to the trench for reuse as backfill, selected fill, selected granular material or for other use as ordered by the Engineer.

Material which, in terms of Sub-clause 6.2 of SABS 1200 D or Sub-clause 6.1 of SABS 1200 LB, is too wet for immediate use in the trench (but which is otherwise suitable) will not be regarded as "unsuitable" material and, if so ordered by the Engineer, the Contractor shall spread such material in a suitable area until it has dried sufficiently for later use. When preparing his program and construction methods, the Contractor shall make allowance for selective excavation and the handling and drying out of material which is too wet for immediate use.

**PSDB 2.3      Construction**

**PSDB 2.3.1      Material for backfilling (Clause 5.6.2)**

Where pipelines pass under roads, the main fill shall be composed of selected gravel obtained from areas designated by the Engineer.

**PSHA              SABS 1200 HA: STRUCTURAL STEELWORK (Sundry Items)**

**PSHA 1           MATERIALS (Clause 3)**

**PSHA 1.1        Structural Steel (Clause 3.1)**

*Add the following to this clause:*

All structural steelwork, will be painted with a primer and paint as specified by the Engineer. The Contractor must allow in his rates to provide for shop details.

**PSHA 2           CONSTRUCTION (Clause 5)**

**PSH 2.1          Holes for Fasteners (Clause 5.2.3)**

*Add the following to this clause:*

Holes for holding-down bolts shall not be flame-cut.

**PSHA 2.2        Welding (Sub-clause 5.2.4) (site welding)**

*Add the following to this clause:*

Manual flame-cutting is allowed only where authorised. Edges shall be grinded to be free of unevenness, defects and distortions.

Welding shall comply with SABS 044 Part III, SABS 044 Part iv and SABS 0162.

Welding shall be minimum grade B welding.

The qualification of welders shall be in accordance with the relevant clauses of the above standards, and specifically SABS 044 Part III and shall be Grade 1 welders. Grade 2 welders will be permitted only with the Engineers written approval.

The Contractor shall provide evidence, acceptable to the Engineer, that welding procedures and welders have been tested in accordance with the requirements of AWS D1.1-81.

No welding shall be permitted on site without the express approval of the Engineer, with the exception of those details shown on the drawings as Site Welded.

**PSHA 2.3        Erection and Installation (clause 5.3)**

**PSHA 2.4.1     Grouting of Supports (clause 5.3.6)**

*Add the following to this clause:*

Grouting shall be carried out by the Contractor in accordance with Sub-clause 5.5.13 and 8.7 of SABS 1200G.

Non-shrink grout shall be used throughout.

**PSHA 2.4.2     Erection Procedure (add the following sub-clause 5.3.8)**

Fourteen days before commencing erection of steelwork on site, the Contractor shall submit to the Engineer, for his general scrutiny and information, full details of the erection procedure and methods of erection.

**PSL     SABS 1200 L : MEDIUM PRESSURE PIPELINE**

**PSL 1             SCOPE**

All water pipelines in this contract shall be deemed to be medium pressure pipelines.

**PSL 2             MATERIALS (Sub-clause 3.1)**

**PSL 2.1          General (sub-clause 3.1)**

**Add the following to this sub-clause.**

**a)       Pipes**

Pipeline shall be constructed using the specifications provided by the Engineer. Where indicated on the drawings uPVC pipes to SANS966 shall be used. All surfaces exposed to UV damage must be painted with two layers of white PVA paint.

**b)       Valves**

Except where otherwise specified, isolating valves shall be of the resilient seal gate type, with a non-rising spindle and shall be arranged for clockwise closing. All valves shall be standard coated and shall receive a final coat of light blue enamel paint after installation. All valves of size equal and smaller than 150 mm shall be plain ended on both sides. For sizes greater than 150mm dia the valves shall be flanged.

Materials shall comply to the following specifications:

*Materials of Construction (minimum specifications)*

<u>Component</u>	<u>Specification</u>
Body	Cast Iron to BS 1452 Gr 14
Bonnet	Cast Iron to BS 1452 Gr 14
Spindle seal housing	Cast Iron to BS 1452 Gr 14
Handwheel	Cast Iron to BS 1452 Gr 14
Cap top	Cast Iron to BS 1452 Gr 14
Gate	Spheroidal Graphite Iron to BS 2789
	Gr 17 covered with nitrile rubber
Spindle	EN57 Stainless Steel
Spindle seal "O" rings	Nitrile rubber
Seal housing "O" rings	Nitrile rubber
Seal bush "O" rings	Nitrile rubber

Wiper ring  
Seal housing  
Spindle nut

Nitrile rubber  
Nylon  
Bronze to SABS 200 Code 30

A copy of the relevant valve specification of the proposed valves shall be attached to this tender document.

**c) Fittings**

Generally fittings are to be manufactured in uPVC, cast iron or mild steel as applicable. No aluminium fitting shall be permitted. Fittings shall be compatible in respect of working and test pressure to those of the pipelines.

**PSL 3        CONSTRUCTION**

**PSL 3.1        Anchor / thrust blocks and pedestals (Sub-clause 5.5)**

Add the following:

Dimensions at all anchor / thrust blocks shall be supplied by the Engineer as and when required. The Contractor shall request such information not less than 7 (seven) calendar days in advance.

**PSL 3.2        Liaison with other Contractors (Sub-clause 5.11)**

*Add the following sub-clause:*

The Contractor shall have the sole responsibility of liaising closely with other Contractors in respect of the matching and linking of adjoining pipe systems. No claims for delays or mismatching of levels in this regard will be entertained by the Engineer.

**PSL 3.3        Concrete work (Sub-clause 5.13)**

**Add sub-clause 5.13 as follows:**

**PSL 3.4.1      General**

- a) All concrete work shall be finished to the lines, levels, slopes and outlines shown on the drawings or as otherwise directed.
- b) All exposed concrete surfaces shall be finished such that surface irregularities shall not exceed a tolerance of 8 mm and shall be rubbed down with a carborundum stone to present a surface of even colour and a smooth and pleasing appearance. All exposed edges shall be chamfered by a 40 mm chamfers fixed to shuttering. Unless otherwise specified all floors shall have a wood-float finish.
- c) Surfaces shall be free from honeycombing and excrescences. Honeycombing to the extent that in the opinion of the Engineer the strength of the structure is impaired or the reinforcement is subject to corrosion or lack of bond, shall be removed and replaced with satisfactory concrete at the Contractor's expense within 72 hours of the concrete originally being placed.
- d) The minimum concrete cover to reinforcement of concrete surfaces permanently in contact with ground shall be 50 mm and for all other surfaces shall be 40mm.

- e) All precast units shall be steel-trowelled on upper surfaces to present a dense, homogenous surface.
- e) Slight spalling of top edges of manholes to be covered by precast or cast-in-situ cover slabs shall be permitted, provided the maximum dimension of the spill measured along any face shall not exceed 10 mm and provided further that no reinforcement is exposed. The maximum permissible difference in any of the two measurements taken to opposite corners diagonally across rectangular or square structures shall not exceed 2 % of that measurement calculated from the drawing. The tolerance in thickness of walls or cover slabs shall be  $\pm 15$  mm. All top edges of manholes shall be provided with 25 mm x 25 mm chamfering

#### **PSL 3.4.2 Thrust blocks**

- a) Before any thrust block is cast, the pipe special or fitting shall be supported and secured in its correct alignment and shall be joined to the adjacent pipework.
- b) The width of any thrust block shall be limited to 1 500 mm either side of pipe or special centre line to ensure space for future pipelines in the same servitude. Concrete faces of thrust blocks shall be a minimum of 225 mm from flanges and 300 mm from flexible coupling centres. The bearing face of thrust blocks shall be cast against undisturbed soil or rock.
- c) The Engineer must inspect each thrust block position and the contractor must have the written permission of the Engineer before he can proceed with the casting of thrust blocks.

#### **PSL 3.5 Fabricated steelwork (Sub-clause 5.15)**

##### **Add sub-clause 5.15 as follows:**

- a) All fabricated steelwork for covers, locking bars, etc., shall be manufactured from mild steel plate, chequer plate and / or bar as detailed on the drawings.
- b) All welding shall be carried out in accordance with SABS 044 – “Code of Practice for Welding”.

**PSL 4        TESTING**

**PSL 4.1      Test pressure (Sub-clause 7.3.1)**

Add the following to sub-clause 7.3.1.4:

All pipes must have a working pressure as specified in the drawings.

**PSLB        SABS 1200 LB: BEDDING (PIPES)**

**PSLB 1      MATERIALS**

**PSLB 1.1    Selected granular material (Sub-clause 3.1)**

**Add the following:**

Granular materials shall be selected from trench and borrow pit excavations. If the contractor elects not to apply selection of material from excavations, he shall provide suitable material from any other approved source at his own expense.

Bedding material shall be either of the following type:

a) Type A : Finally graded, composed of material with the following properties:

- i) Percentage by mass passing: 4,75 mm screen - 100 %  
0,425 mm screen - 80 to 100 %  
0,002 mm screen - 0 to 45 %
- ii) Liquid limit (LL) as determined in accordance with SABS Method 852 shall not be more than 15, when performed on all the material passing the 0,425 mm sieve.
- iii) Plasticity index (PI) as determined in accordance with SABS Method 852 shall not be more than 15, when performed on all the material passing the 0,425 mm sieve.
- iv) Linear shrinkage (LS) as determined in accordance with SABS Method 853 shall not exceed 5 %, when performed on all the material passing the 0,425 mm sieve.

b) Type B : Medium graded, composed of material with the following properties:

- i) Percentage by mass passing: 4,75 mm screen - 80 to 100 %  
0,425 mm screen - 60 to 80 %  
0,002 mm screen - 0 to 40 %
- ii) Liquid limit (LL) as determined in accordance with SABS Method 852 shall not be more than 35 %, when performed on all the material passing the 0,425 mm sieve.
- iii) Plasticity index (PI) as determined in accordance with SABS Method 852 shall not be more than 18, when performed on all the material passing the 0,425 mm sieve.
- iv) Linear shrinkage (LS) as determined in accordance with SABS Method 853 shall not exceed 7 %, when performed on all the material passing the 0,425 mm sieve.

- i) Percentage by mass passing: 9,5 mm screen - 100 %  
4,75 mm screen - 70 to 100 %  
0,425 mm screen - 30 to 60 %  
0,002 mm screen - 0 to 45 %
- ii) Liquid limit (LL) as determined in accordance with SABS Method 852 shall not be more than 40 %, when performed on all the material passing the 0,425 mm sieve.
- iii) Plasticity index (PI) as determined in accordance with SABS Method 852 shall not be more than 20, when performed on all the material passing the 0,425 mm sieve.
- iv) Linear shrinkage (LS) as determined in accordance with SABS Method 853 shall not exceed 10 %, when performed on all the material passing the 0,425 mm sieve.

Items a), b) and c) are conveniently summarised in the following table:

Material	PERCENTAGE BY MASS PASSING SCREENS				ATTERBERG LIMITS SHALL NOT EXCEED		
	9,5 mm	4,75 mm	0,425 mm	0,002 mm	Liquid Limit (LL) %	Plasticity Index (PI)	Linear Shrinkage (LS) %
Finely graded / A	100	100	80 - 100	0 - 45	30	15	5
Medium graded / B	100	80 - 100	60 - 80	0 - 40	35	18	7,5
Granular / C	100	70 - 100	30 - 60	0 - 35	40	20	10

#### PSLB 1.2 Class of bedding (Sub-clause 3.3)

All PVC pipes shall be classed as flexible, and shall be bedded according to the requirements of SABS 1200 LB, sub-clause 5.3, except where otherwise specified or instructed by the Engineer.

HDPE pipes shall be classed as continuous flexible pipes. They shall be laid as specified.

The balance of the pipes in the works shall be classed as rigid with flanged joints and shall be bedded on Class C bedding as described in sub-clause 5.2 of SABS 1200 LB, unless otherwise specified or instructed by the Engineer.

#### PSLB 2 CONSTRUCTION

##### PSLB 2.1 Backfilling of pipes (Sub-clause 5.5)

Add the following sub-clause:

No backfilling of pipe trenches on top of the selected fill layer may commence without the written consent of the Engineer or his Representative.



### **C3.3 PARTICULAR SPECIFICATIONS**

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

#### **PART C ENVIRONMENTAL MANAGEMENT SPECIFICATION**

## **PART C : ENVIRONMENTAL MANAGEMENT SPECIFICATION**

### **C.1 General**

In order to ensure that the construction works is carried out in an environmentally sensitive matter, strict compliance to the Environmental Management Plan (EMP) guidelines is required. The purpose of the EMP is to:

- Encourage good management practices through planning and commitment to environmental issues,
- Provide rational and practical environmental guidelines to:
  - i. Minimise disturbance of the natural environment,
  - ii. Prevent pollution of land, air and water,
  - iii. Prevent soil erosion and facilitate re-vegetation.
- Adopt the best practicable means available to prevent or minimise adverse environmental impact,
- Develop waste management practices based on prevention, minimisation, recycling, treatment or disposal of wastes,
- Train employees and contractors with regard to environmental obligations.

### **C.2 Training and Induction of Employees**

The Contractor has a responsibility to ensure that all those people involved in the project are aware of and familiar with the environmental requirements for the project (this includes sub-contractors, casual labour, etc.). The EMP shall be part of the terms of reference for all contractors, sub-contractors and suppliers.

### **C.3 Complaints Register and Environmental Incident Book**

Any complaints received by the project team from the public will be recorded. The complaint should be brought to the attention of the site manager, who will respond.

The following information must be recorded:

- Time, date and nature of the complaint,
- Type of communication (telephone, letter etc),
- Name, contact address and telephone number of the complainant,
- Response and investigation undertaken and
- Actions taken and by whom.

All complaints received will be investigated and a response given to the complainant within 14 days.

All environmental incidents occurring on the site will be recorded. The following information will be provided:

- Time, date, location and nature of the incident,
- Actions taken and by whom.

### **C.4 Site Cleanliness and Neatness**

- Location of a construction camp is to be approved by the Engineer and is to be restored to its previous condition after completion of construction.
- The construction camp should preferably be fenced with a 1.8m bonnox fence or similar approved.
- All materials, equipment, plant and vehicles must be stored within the construction camp.
- A dedicated area must be made available for construction staff to change and store their personal belongings.

## **C.5 Access**

- Access to existing roads, schools, buildings, shops and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

## **C.6 Borrow Pits**

- Mining authorisations (permits) for borrow pits must be obtained from the Department of Minerals and Energy (DME) in consultation with the Department of Water Affairs and Forestry (DWAF).
- Spoil dumps resulting from borrow pits must not interfere with any natural surface drainage.
- Borrow pits must be rehabilitated after use in accordance with the requirements of DME and DWAF.

## **C.7 Dust Control / Air Quality**

- Dust suppression measures must be implemented during construction by ensuring that all surfaces prone to dust generation are kept damp (e.g. use of water tanker).
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Ensure that vehicles and equipment are in good working conditions and that emissions are not excessive.
- Special care must be taken in areas where the route passes close to schools and residential areas.
- The speed of construction vehicles must be reduced.

## **C.8 Fauna**

Contractor staff may not chase, catch or kill animals encountered during construction.

## **C.9 Fire Prevention and Control**

- Smoking is prohibited in the vicinity of flammable substances.
- The contractor must ensure that fire-fighting equipment is available on site, particularly where flammable substances are being stored or used, and that construction staff are aware of where it is kept and how it is operated.
- Fires started for comfort (warmth) are prohibited, due to the risk of veld fires and risk to adjacent property owner's lands.

## **C.10 Grave Sites**

Gravesites in close proximity to the road must not be disturbed during construction.

## **C.11 Materials Handling and Spills Management**

- Any hazardous materials to be used during construction (e.g. lime, fuel, paint, etc) are to be stored in a designated area at the campsite.
- The storage containers/facilities (including any diesel/petrol tanks) must be placed on an impermeable surface and surrounded by a bund wall, in order to ensure that accidental spillage does not pollute the environment.
- Workers must at all times be made aware of the health and safety risks associated with any hazardous substances used (e.g. smoking near fuel tanks), and must be provided with appropriate protective clothing/equipment in case of spillages or accidents.

- Ensure all staff and contractors undergo relevant training in the maintenance of equipment to prevent the accidental discharge or spill of fuel, oil, lubricants and other chemicals.
- Any spill of potentially hazardous materials must be cleaned up immediately (Potentially hazardous materials on site include paint, oil, grease, fuel, turpentine, etc).
- The area of contaminated soil or spill must be deposited into the hazardous waste container(s).
- The contractor should keep Peat Sorb or a similar absorbent on site to clean up any spills. The absorbent must be stored in a designated area and be available for inspection.
- All spills are to be recorded in the environmental incident book.

**C.12 Noise**

- Noise generating activities must be restricted to between 07h00 and 17h00 Monday to Friday, unless otherwise approved by the appropriate competent person in consultation with adjacent landowners/affected persons.
- All equipment, vehicles and machinery must be in good working condition and be equipped with sound mufflers if necessary.
- Construction staff must be trained and made aware of not creating unnecessary noise such as hooting and shouting.

**C.13 Pollution Control**

- Soil and water pollution through usage of fuel, oil, paint, bitumen or other hazardous substances must be avoided.
- All construction vehicles are to be maintained in good working order so as to prevent soil or water pollution from oil, fuel or other leaks, and to reduce noise pollution.

**C.14 Rivers and Streams**

- During construction of bridge structures, there must be no obstruction of the water flow of rivers and streams.
- Excavated material must not be stockpiled on or near riverbanks, in order to prevent sedimentation occurring.
- Erosion control measures must be employed both during and after construction.
- No impediments to natural surface water flow, other than approved erosion control measures, must occur.

**C.15 Safety**

- Safety measures, such as detour signs, must be implemented during construction to ensure the safety of workers, pedestrians and drivers/passengers in vehicles in the vicinity of construction work.
- Special care must be taken in the vicinity of schools to ensure the safety of children wishing to cross the road under construction.
- The relevant signage (e.g. speed control signs) must be erected alongside the road during the operation phase in order to control traffic.
- Accommodation must be made for pedestrian pathways alongside the road during the construction and operation phases.

## **C.16 Soil Management**

- Stormwater drainage pipes must be installed alongside the road in all areas susceptible to soil erosion.
- Erosion should be minimised by the construction of meadow drains and the planting of indigenous vegetation on the side slopes and drains to reduce flow velocity of stormwater.
- Spoil from cuts may be used in existing erosion galleys.
- Stone pitching and gabions should be constructed at pipe culvert outlets.
- Accidental spills of contaminants onto the ground e.g. oil, concrete, fuel and chemicals should be removed together with the contaminated soil.
- If necessary an absorbent such as Peat Sorb should be used the aid in cleaning up the spill. The contaminated soil should be disposed of in an appropriate container, depending on its classification.
- Servicing and re-fuelling of vehicles must only be carried out at construction camp.

## **C.17 Worker Conduct**

Code of Conduct for Construction Personnel:

- Do not leave the construction site untidy and strewn with rubbish which will attract animal pests.
- Do not set fires.
- Do not cause any unnecessary, disturbing noise at the construction camp/site or at any designated worker collection/drop off points.
- Do not drive a construction-related vehicle under the influence of alcohol.
- Do not exceed the national speed limits on public roads or exceed the recommended speed limits on the site.
- Do not drive a vehicle which is generating excessive noise or gaseous pollution (noisy vehicles must be reported and repaired as soon as possible).
- Do not litter along the roadsides, including both the public and private roads.
- Do not pollute any water bodies (whether flowing or not).
- No member of the construction team is allowed to enter the areas outside the construction site.

## **C.18 Traffic Disturbances and Diversions**

- Any traffic diversions must be undertaken with the approval of all relevant authorities and in accordance with all relevant legislation.
- Wherever possible, traffic diversion must only take place on existing disturbed areas and remain within the existing road reserve.
- Traffic diversion routes must be rehabilitated after use.

## **C.19 Vegetation**

- Only vegetation falling directly on the route must be removed where necessary.
- Alien vegetation within the road reserve must be eradicated, and management measures must be implemented for future control of these species.
- Vegetation that has been removed from large areas (e.g. on traffic diversion routes) during construction must be replaced with indigenous vegetation after construction has been completed.

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The contractor is to ensure that the portable toilet facilities at the campsite are properly maintained and in working order.
- No disposal, or leakage, of sewage must occur on or near the site.
- All hazardous waste (e.g. oil, paint, empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of at a registered hazardous waste disposal site.
- The contents of waste storage containers must, under no circumstances, be emptied to the surrounding area. In general, littering, discarding or burying of any materials is not allowed on site or along the route.
- Adequate waste receptacles must be available at strategic points around the construction camp and site for all domestic refuse and to minimise the occurrence of littering.
- Concrete rubble must be collected and disposed of as directed by the Project Manager.
- Each working area must be cleared of litter and building waste (e.g. rubble, wood, concrete packets etc) on completion of the day's work.
- Any spill around the container(s) should be treated as per Section C11 and C16.

**Independent Development Trust**

Procurement of contractor for powerhouse fencing and building at Taung Skull Heritage Site for the Department: Economic Development, Environment, Conservation and Tourism North West Province

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# CLIENT

## Coherent Health & Safety Specifications



**dedect**

Department:  
Economic Development, Environment,  
Conservation and Tourism  
North West Provincial Government  
**REPUBLIC OF SOUTH AFRICA**

## CONSTRUCTION:

### Taung Skull Powerhouse Fencing and Gatehouse





**CONTROL SHEET:****Declaration**

This original document has been prepared, reviewed by the undersigned:


Prepared by: Riscon Consultants

Name: J. Heyneke

Date: 12 OCT 2022



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## Foreword

These Coherent Health & Safety specifications for Taung – Powerhouse fencing and gatehouse has been compiled by using the Occupational Health & Safety Act. no 85 of 1993 and the Construction regulations as amended on 7 Feb 2014. This document has been drawn up to assist the Principal contractor and the contractors to comply with the Act and the applicable regulations.

Should there be any contradiction between this document and the Act, the Act must take preference except where explicitly stated. Similarly, where this document does not address a certain topic / task the act and applicable regulations must be used as the minimum requirement.

Should you be unclear about anything set out in this document, please contact this office. These specifications are site specific and include all works to be done by the principal contractor. The principal contractor will be responsible for all the work on site.

Every endeavour has been made to address the most critical aspects relating to Health and Safety issues in order to assist contractors in adequately providing for Health and Safety of employees on site. However, the Principal Contractor is required to ensure they stay compliant with statutory requirements and construction programs and processes and include such aspects in their Health and Safety file.

These health and safety specifications was prepared by J.Heyneke registered at the South African Council for the Project and Construction Management Professions (SACPCMP) as an Construction Health and Safety Officer (CHSO/1518/2018)

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## Communication channel

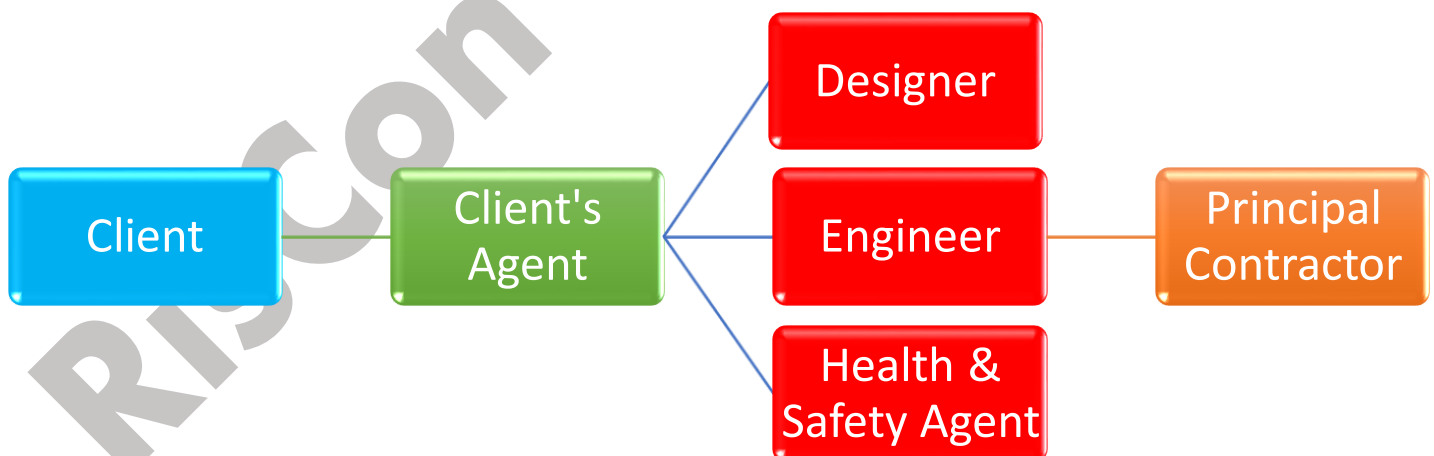


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## 1. Introduction

### 1. Background to the coherent health & safety specifications

The Construction regulations (7 Feb 2014) places the Onus on the CLIENT to prepare coherent health & safety specification, highlighting risks not successfully eliminated during design. The client (Naam) also has the opportunity to set the tone and standard of occupational health & safety on the construction site.

### 2. Responsibility & Accountability

It is imperative to understand the process of determining legal accountability, as the OHS Act is the only criminal Act still administered by the Department of Labour. It *assumes* that the CEO is overall accountable even though he may delegate some of his responsibilities. This principle is entrenched in Section 37(1) of the Act. This is generally referred to as the REASONABLE MAN TEST. SECTION 37: Acts or omissions by employees or Mandatories

### 3. Purpose of the Health and Safety Specifications

The purpose of this specification document is to provide the relevant Principal Contractor) and contractor with any information other than the standard conditions about construction sites that might affect the health and safety of persons at work and of persons in connection with the use of plant and machinery during Construction work.

### 4. Implementation of the Health and Safety Specifications

To brief the Principal and Contractor on the project's significant health and safety requirements and aspects. This shall include the provision of the following information and requirements, namely:

- a) *safety considerations affecting the site of the project and its environment.*
- b) *health and safety aspects of the associated structures and equipment.*
- c) *required submissions on health and safety matters from the Principal Contractor (and Sub Contractor).*
- d) *the Principal Contractor's (Sub - Contractors) health and safety plan.*

To serve to ensure that the Principal Contractor (Contractors) is fully aware of what is expected from them with regards to the Occupational Health and Safety Act, 85 of 1993 and the Regulations made there-under including the applicable safety standards, and in terms of Section 8 and 44 of the Act.

To inform the Principal Contractor that the Occupational Health and Safety Act, 85 of 1993 in its entirety shall apply to the contract to which this specification document applies. The Construction Regulations promulgated on 7 February 2014 and incorporated into the above Act by Government Notice R 84, published in Government Gazette 37305, shall specifically apply to all persons involved in the construction work about this project.

**"Purpose of the Act"** –To provide for the health and safety of persons at work and the health and safety of persons in connection with the use of plant and machinery; the protection of 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; to establish an advisory council for occupational health and safety; and to provide for matters connected in addition to that.

**"Agent"** –means a competent person who acts as a representative for a client.

**"Client"** –means any person for whom construction work is performed.

**"Construction manager"** means a competent person responsible for the management of the physical construction processes and the coordination, administration, and management of resources on a construction site.

**"Construction site"** means a workplace where construction work is being performed.

**"Construction supervisor"** means a competent person responsible for supervising construction activities on a construction site.

**"Construction work"** means any work in connection with –

- a) The construction, erection, alteration, renovation, repair, demolition, or dismantling of or addition to a building or any similar structure; or 6
- b) The construction, erection, maintenance, demolition, or dismantling of any bridge, dam, canal, road, railway, runway, sewer, or water reticulation system; or the moving of earth, clearing of land, the making of excavation, piling, or any similar civil engineering structure or type of work.

**“Contractor”** means an employer who performs construction work.

**"Designer"** means-

- a) A competent person who-  
Prepares a design;  
Checks and approves a design;  
Arranges for a person at work under his or her control to prepare a design, including an employee of that person where he or she is the employer; or  
Designs temporary work, including its components;
- b) An architect or engineer contributing to, or having overall responsibility for a design;
- c) A building services engineer designing details for a fixed plant;
- d) A surveyor specifying articles or drawing up specifications;
- e) A contractor carrying out design work as part of a design and building project; or an interior designer, shop-fitter, or landscape architect;

**“Health and Safety File”** –means a file, or other record containing the information by the Construction Regulations;

**“Health and Safety Plan”** –means a site, activity, or project-specific documented plan in accordance with Mercurius Motor’s health and safety specification;

**“Health and Safety Specification”** –means a site, activity, or project-specific document prepared by the Department of Economic Development, Environment, Conservation and Tourism pertaining to all health and safety requirements related to construction work;

**“Method Statement”** –means a document detailing the key activities to be performed in order to reduce as reasonably as practicable the hazards identified in any risk assessment;

**"Principal contractor"** means an employer appointed by the Department of Economic Development, Environment, Conservation and Tourism to perform construction work;

**“Risk Assessment”** –means a program to determine any risk associated with any hazard at a construction site, in order to identify the steps needed to be taken to remove, reduce or control such hazard.

## 5. Abbreviations

GMR:	General Machinery Regulations
OHS Act:	Occupational Health & Safety Act. Act 85 of 1993
Constr Reg:	Construction Regulation 2014
ORHVS:	Operating Regulations for High Voltage Systems
PPE:	Personal Protective Equipment
GAR:	General Administrative regulations
DMA:	Disaster Management Act
QS:	Quantity Surveyor
GSR:	General Safety regulations
EXP Reg:	Explosive Regulation
ERW:	Environmental regulations for workplaces
FR:	Facilities Regulations
HCS:	Hazardous Chemical Substance Regulations
NIHLR:	Noise Induced Hearing Loss Regulation
DMR:	Driven Machinery Regulation
EIR:	Electrical Installations Regulation
EMR:	Electrical Machinery Regulation



RN:	Road Note 13
NT:	National Road Traffic Act
AR:	Asbestos Regulation
NEMA:	National Environmental Management Act
SANS:	South Africa National Standards
MSDS:	Material Safety Data Sheets

## 2. Occupational Health & safety management

### 1. Roles

#### Client/ Agent

- Prepare a baseline risk assessment and issue a health and safety specification to the Principal Contractor, Designer and include the specification in tender documentation.
- Department of Economic Development, Environment, Conservation and Tourism or the appointed Client Agent 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.
- Department of Economic Development, Environment, Conservation and Tourism or the appointed Client Agent shall discuss, negotiate, and approve the contents of the specified project health and safety plan submitted by the Principal and Sub Contractor.
- Department of Economic Development, Environment, Conservation and Tourism or his Agent will take reasonable steps to ensure that the health and safety plan of the Principle and Sub Contractor is correctly implemented and maintained. Monthly audits shall be conducted to monitor the compliance.
- In the event of design changes Department of Economic Development, Environment, Conservation and Tourism or the appointed Agent on his behalf will ensure that enough resources will be provided to implement the work safely.
- Department of Economic Development, Environment, Conservation and Tourism 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;*
  - have acted 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.*

#### Designer

- Must take into account the health and safety specifications of Department of Economic Development, Environment, Conservation and Tourism.
- Before the tender process, the designer must make available a report to Department of Economic Development, Environment, Conservation and Tourism about :
  - All the relevant health and safety information about the design of the relevant structure that might affect the pricing of the construction work.
  - The geotechnical –science aspects, where appropriate.
  - The loading that the structure is design to withstand.
- Inform Department of Economic Development, Environment, Conservation and Tourism in writing of any known or anticipated dangers or hazards related to the project.

- Make available all relevant information required for the safe execution of the work upon being designed or when the design is subsequently altered.
- During the design take into account the hazards relating to any subsequent maintenance to be performed with the minimum risk.
- During the design stage cognizance of ergonomic design, principles must be applied in order to minimize ergonomic-related hazards in all phases of the life cycle of a structure.

### Quantity surveyor

The Quantity surveyor shall ensure that the contractor has made sufficient provision for all health & safety costs. The quantity surveyor shall ensure that the contractor had in a bill of quantities for health & safety. The QS takes full responsibility if the contractor does not have a sufficient budget to cater to all Health & safety needs.

### Construction Health & Safety Officer Duties

A part-time construction health and safety Officer (in terms of Construction Regulation 8) will be required for this project. **The Construction Health and Safety Officer must be registered with SACPCMP on at least a Construction Health and Safety Officer level and proof of the appointee letter of good standing is compulsory before any work can commence. The safety officer need to be fully registered and not a Candidate safety officer. Can.CHSO will not be accepted.**

The construction safety officer will be required to carry out at least the following duties:

#### **Before commencement and during the construction phase of the project you shall:**

- Assist with the preparation of a construction health and safety plan
- Confirm necessary documentation was submitted to the relevant authorities
- Attend project planning meetings
- Assist with the assessments and approval of subcontractor(s) health and safety plans
- Attend the site handover
- Attend regular site, technical and progress meetings
- Facilitate health and safety site meetings
- Participate in the identification of the hazards and risks relevant to the construction project through regular coordinated site inspections
- Establish and maintain health and safety communication structures and systems, distribution of health and safety-specific documents to sub-contractors
- Compiling project-specific emergency response and preparedness plans
- Testing the effectiveness of the emergency response plans
- Conduct site safety inductions
- Monitor, measure, and report on health and safety system performance by performing monthly health and safety audits
- Evaluate the levels of compliance of subcontractors to the project-specific health and safety plan and client specifications
- Oversee the reporting and investigation of project-related incidents
- Manage to report of non-compliance issues and take appropriate corrective and preventative action
- Oversee the maintenance of all records
- Incorporation of changes into a health and safety management system
- Review and update the health and safety plan



**At the close out of the project, you shall:**

- Review, discuss and approve the health and safety file with the contractor(s) and manage site health and safety during the defects liability period
- Prepare the consolidated project health and safety file for the client
- After the project the Principal Contractor will hand over the file Riscon to cancel certain documents. The file will then be scanned in by the Principal Contractor according to annexure I that is attached and will be handed over to the client on a USB

**In addition to the above, it is also your duty to:**

- Enforce such measure as may be necessary in the interest of health and safety;
- That all employees are informed regarding the scope of their authority as contemplated in Section 37.1.b of the Act;
- That all necessary measures are taken to ensure that the requirements of the Act and its regulations are complied with by every person employed at Principal Contractor
- Ensure that the required training and knowledge is provided regarding the terms of the Act and regulations.
- Provide all employees and contractors with access to the Occupational Health and Safety Act as well as the organization's SHEQ program documentation and information as is necessary and where required.
- You are charged with reporting on the following issues, trends and other relevant information to myself:
- Deviations and areas of non-compliance (which you cannot rectify) – Immediately.
- Submitting a monthly report

The monthly report shall consist of the following information and shall be submitted in the approved format of trends, graphs, completion and databases:

- Site Inspections.
- Internal Inspections/Audits.
- Planned Task Observations.
- Task Analysis.
- Continuous Risk Assessments.
- Performance Measurement of Employees.
- Incidents (Near misses, Accidents, Illnesses, First Aid Treatments)
- Investigations
- Tool box talks
- Medicals (New employees, Scheduled medicals)
- Competency information (Drivers, First Aiders, Fire Fighters, HS Representatives etc)

**Construction Manager Duties**

In terms of this appointment, you are personally accountable and responsible for the overall management of the site. If the project is a construction work permit project, the Construction manager shall be registered with SACPCMP as a PR.CM category or must have a valid SAQA recognized formal qualification on NQF level 7. In addition thereto, you are also responsible for ensuring compliance with the requirements in terms of Health and Safety on these sites. To this end, you are to ensure that the following documented procedures are adhered to at all times:

- The Health & Safety Specification for the project,
- The Approved Health & safety Plan for the project issued by our company,
- The Approved Health & safety Plan of each contractor appointed for the project.

You are required to appoint Assistant Construction Managers to assist you in performing your duties, but under no circumstances may you manage any other projects other than the one to which this appointment refers.

You are required to appoint Construction Supervisors for various sections of the Site to assist in the implementation and enforcement of the health & safety procedures detailed in the Health & Safety Plans.

You are required to report to me on the following issues every month:

Examples:

- Health and Safety Representative Inspections.
- Internal Inspections/Audits.
- Planned Task Observations.
- Task Analysis.
- Continuous Risk Assessments.
- Performance Measurement of Employees.
- Incidents (Near misses, Accidents, Illnesses, First Aid Treatments)
- Investigations
- Medicals (New employees, Scheduled medicals)
- Competency information (Operators, Drivers, First Aiders, Fire Fighters, HS Representatives etc.)

## **2. Implementation of the Health and Safety Specifications (Drafting of the coherent Health & Safety Plan)**

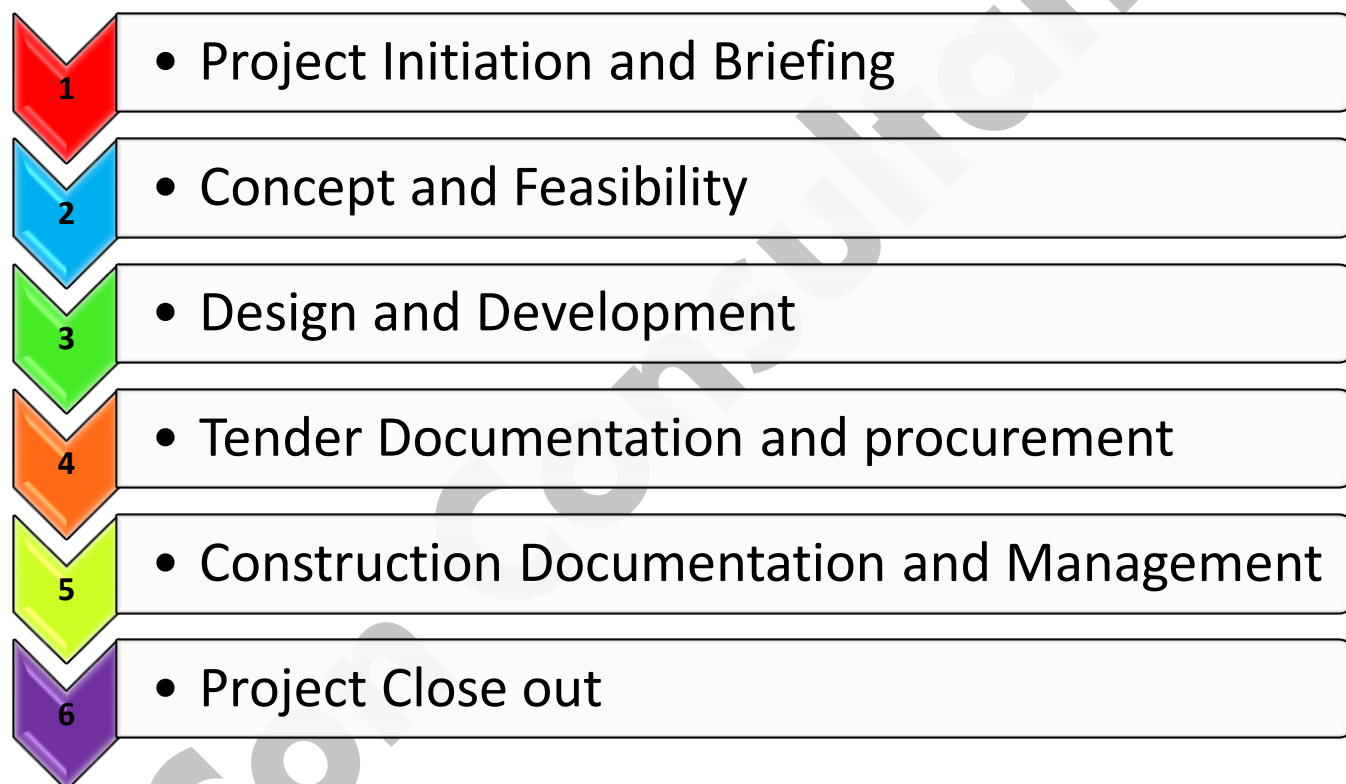
These health & safety specifications document forms an integral part of the contract, and the Principal Contractor is expected to use it when compiling its project-specific coherent health & safety plan. The Principal Contractor must forward a copy of these specifications to all Contractors at their bidding stage so that they can in turn prepare coherent health & safety plans relating to their operations. This Specification can be revised during the construction process as new risk and hazards arises or in the case of a scope change

### 3. Occupational Health & Safety Management

#### 1. Scope of the project

These Specifications set out the requirements for eliminating or if this is not possible, for minimising as far as reasonably practicable, the risk of incidents and injuries occurring at Client. This document covers work to be undertaken of the project and sets out the rules and procedures for engagement on the project. The scope also addresses legal compliance, Client standards, hazard identification and risk assessment, risk control, and the promotion of a health and safety culture amongst those working on the project. The health & safety specifications also make provision for the protection of those persons other than employees

#### The 6 Stages of Construction (SACPCMP)



## 2. The extent of the works

### Construction and Fencing

The work to be done shall be as per engineer's instruction and consist inter alia of the following:

- Clearing of the site
- Excavation of footings, bases and pole supports
- Casting of reinforced bases, footings and pole supports
- Erection of fencing and gates
- Brickwork to floor and roof level.
- Filling and compaction of surface bed.
- Casting and finishing of concrete floor slab.
- Supply and installation of screeds and internal- and external plaster
- Supply and installation of tiles and tiled skirting's
- Painting of and internal and external walls
- Supply and install of carpentry
- Supply and installation of ceilings
- Supply and installation of windows and doors
- Supply and installation of glazing
- Supply and installation of name boards.

### Additional Works

- Electrification of fencing



Possible guard house placement



Possible Fencing layout

### Additional Works

- Accommodation of traffic on existing road

### 3. Interpretations

#### Application

This specification is compiled with reference of South African legal requirements, and the client's specifications. The PC is reminded that if any additional guidelines are required, the construction manager has to contact the client or representative directly to prepare and issue updated guidelines. The definitions as listed in the Occupational Health & Safety Act 85/1993 and Construction Regulations (February 2014) apply throughout this document.

#### Definitions

The definitions as listed in the OHS Act 85/1993 and Construction Regulations (2014)

- - CHSA = Construction Health & Safety Agent
- - Contractor includes a Principal Contractor / Direct / Sub-contractors.
- - Contractor's Construction Manager as defined in the Construction Regulations 2014 [CR 8(1)] as the Construction Manager. This is not the Client's Project Construction Manager / site representative.
- - Directs – Any Contractor appointed directly by the construction Client.
- - Principal Agent = P/Agent = Client Representative.
- - Principal Contractor will include any Contractor appointed directly by the Client on the project.
- - Where the term Principal Contractors (plural) is used this refers to all Directs appointed on the project, which Directs are all Principal Contractors in their own right.

### 4. Minimum Administrative Requirements

#### Notification of construction

Notification of construction. (CR 4) PC will submit the notification to the Provincial Director of the Department of Labour in writing of the intent of construction work 7 days before commencing the work. A copy of this notification and proof that it was faxed to the department must be available in the file on-site. (CR 4 Feb 2014). Owing to the construction permit issued, it is not necessary to notify the Provincial Director of the Department of Labour of the construction. (CR 4 Feb 2014)

#### Principal Contractor (CR 5)

The client selected and direct appointed contractor's will work directly under supervision of the appointed Principal Contractor. The PC will issue the specification or applicable section thereof to the contractor. The client appointed **Principal Contractor** with the responsibility to carryout and supervise the required construction, own selected and client direct appointed contractor's. The client and designers issued the principal contractor (PC) with the following documents:

- CR 5 Appointment
- Mandatory agreement
- Project baseline risk assessment
- Project site specification
- Project design and drawings
- Demolition permit

The PC shall comply with the clients specification and appoint a fulltime qualified, registered SACPCMP safety officer for the project to support the project construction manager, managing project safety Further:

The safety officer/manager will be responsible to carry out general safety officers duties, specifically

- Audit contractors SHE plan and project file 7 days before the start of the contract.
- Record all appointed contractors audit scores on the register attached. **(Appendix A)**
- Forward the reports required by this specification to the project safety agent on the 25th of the month.
- To keep an updated project risk register (PC and contractor task risk assessments)
- The PC will ensure that project H&S file and all contractor files will consist of the following:
  - Updated index or content register
  - Client mandatory agreement and CR5 appointment
  - A company project HS&E policy
  - A company project HS&E plan which shall display be written using the Coherent health & safety specification a standard
  - A detailed organogram that display all the appointments that will be made for the project that includes contractors that will be appointed.
  - All appointments accompanied by the members ID, competencies and medicals
  - The risk assessment methodology, method statements or procedures and risk assessments for all tasks and activities.
  - Specific tasks required detailed operational plans or method statements, This will be supported by task and PPE assessments.
  - The PC's incident and accident plan and methodology of reporting incidents with supported registers and documentation e.g. Incident report, Annexure 1, WCL2 and investigation proforma.
  - Fall protection plan specific developed for the task and hazards, identified.
  - Copies of registers and inspection sheets.
  - MSDS's for all hazardous chemicals on site

Before the PC appoints a contractor, the PC must ensure that the contractor is competent for the task, is in good standing with the compensation commissioner and has the resources to execute the task safely. Refer CR 7(1)(c). The PC to ensure that:

- The contractor is register and in good standing with the workman's compensation commissioner, if not, the PC must register the C, and pay the levies required. (COID Act 89)
- The PC will issue applicable sections of the project specification and sections of its own SHE plan as safety guidelines to each contractor to ensure work on-site is done according the required standard.
- The contractor appointed a qualified health & safety representative that will assist the supervisor in doing the applicable registers & checklists.
- The project PC will be responsible to approve the appointed contractor safety files
- The project PC will assess and audit the (sub) contractor file before allowing the contractor starting on the project.
- The project PC will do monthly audits on the (sub) contractors and send the audits on a monthly basis before 25th of each month
- The project PC safety officer will carry PTW (permit to work) to ensure the (sub) contractor conduct the task to meet the project standard.

The PC will keep an updated register with relevant data of all contractors appointed for the project. The register must contain the date of appointment, the status of the file audit, reference to legal documentation (mandatory agreement and appointment). This register must kept on-site for inspection. That the PC project file is developed, kept updated and available on-site for the duration of the project. That all employees registered to work on-site receive site safety induction, are medically fit and in possession of an updated medical fit certificate. Members scheduled to work at heights, medical certificates must indicate that the member was tested and fit to conduct work at heights. That own- (PC's) and contractor files will be audited on a monthly basis and that Non-compliance reports are forwarded to the clients agent. Prove that the Non-compliances are



eliminated must be available in the file. When practical completion of the contract is obtained and issued to the client, the PC/safety officer will:

- cancel all appointed contractors, agreements and appointment
- ensure that new agreements are signed with the maintenance team, that the maintenance team SHE plan and file is assessed and that the team is controlled by a competent supervisor.
- ensure that the project SHE file will be updated for handover to the client

## **Notice Board**

The PC is required to erect a noticeboard on-site to display the following :

- The PC company's Health and Safety Policy signed
- List of the emergency numbers
- The emergency and evacuation plan (map/diagram)
- The PC will display a safety organogram (in the safety file) indicating the health and safety appointments for the project. The structure will also be available on the noticeboard.
- A copy of the construction permit /Notification of construction
- COVID 19 Policy
- Letter of good standing
- Public liability
- Site safety rules

## **COVID 19 - Risk Assessment**

- Contractor need to review their existing Risk Assessment (existing vs additional controls for COVID-19). Clients Agent will provide revised Baseline R/A.
- Additional controls in R/A to cover e.g.: adequate supply of wash basins; cleaning materials; disinfecting work areas with hand sanitisers; access control; PPE requirements; meeting requirements; COVID-19 training; emergency planning; hygiene; meals; breaks etc.
- There should also be a separate Health Risk Assessment in place.
- The R/A should address specific HIGH RISK areas and describing the type of PPE to be worn, as required by task

## **General Record Keeping**

The Principal Contractor and all Contractors must keep and maintain all the necessary Health and Safety records to demonstrate compliance with these Coherent Specifications, the OHS Act 85/1993, and the Construction Regulations (February 2014). The Principal Contractor must also ensure that all records of incidents/injuries, emergency procedures, training, planned maintenance inspections, monthly contractor audits, etc. are kept in the health & safety file(s) held in the site office. The Principal Contractor must ensure that every Contractor keeps its own health & safety file, maintains the file and makes it available on request (the file must include the Contractor's health & safety plan and all relevant records). Such 'Contractor safety files' must be audited by the Principal Contractor on a monthly basis with audit reports kept as proof.

## **Offences and penalties**

Fines may be imposed on the Principal Contractor and Contractors for ongoing non-compliance with the provisions of the Client's Coherent Health & Safety Specifications, the Principal Contractor's Coherent Health & Safety Plan. Non-compliances identified during safety agent audits and visits will be categorized into one of three levels based on severity. These will be as follows:

- - Life threatening situation - an explanation in an audit report. This activity must be seized immediately and corrective measures taken.
- - Serious injury possible – a non-compliance will be issued with a time frame for compliance stipulated.

- Minor or no injury may result – an improvement notice will be issued.

### Safety Non-conformance penalty/fines description:

Category	Non- compliance	Penalty Amount
<b>High Risk</b>	Unsafe working at heights	R 4 000
	Contractor not complying with the OHS spec as issued & signed	R 4 000
	Safety officer not on site as required (mentioned in Spec)	R 4 000
	Contractor performing construction without a file approval letter from Riscon Consultants	R 4 000
	No fall arrest equipment being used	R 4 000
	Contractor performing construction without a construction permit or construction notification stamped from department of employment and labour	R 4 000
	Alcohol & Drug abuse	R 4 000
	Speeding on site (exceeding 40 km p/h)	R 4 000
	Working on heights without approved fall protection plan in place	R 4 000
	Unsafe scaffolding being used	R 4 000
	Working in Unsafe Excavations	R 4 000
<b>Medium Risk</b>	Workers not wearing Compulsory PPE for task performed	R 2 500
	Contractor not reporting incident and accidents within 24 hours to Riscon Consultants	R 2 500
	Unsafe electrical work being performed	R 2 500
	Medicals not in place	R 2 500
	No competent first aider & Fire fighter on site	R 2 500
	No supervision on site	R 2 500
	Operator of machinery operating without applicable competency	R 2 500
<b>Low Risk</b>	Applicable signage is not displayed	R 1 500
	Employees driving plant & Construction vehicles while talking on the cellphone	R 1 500
	Poor housekeeping	R 1 500
	Employees not making use of the ablution facilities available	R 1 500
	Making use of unsafe ladders	R 1 500
	Environmental Spillages	R 1 500
	Employees using unsafe electrical equipment	R 1 500

The client's safety agent has the right to impose fines as described above for non-compliances as set out in the categories. The non-compliance will be issued in to the contractor and the client. The Fines will be imposed with the idea that when a contractor receives a fine they should prove to the clients OHS agent and to the client in 7 working days how they spend that fine amount towards that specific non-compliance if possible otherwise towards any safety on site. In the case of repeated contraventions , the clients OHS agent shall recommended to stop the work to the client or the clients agent. These fines can also be implemented by the Principal agent and implemented per day.

## 5. Principal Contractors, Contractors and Sub-Contractors

### Principal Contractor's and Contractors' Requirements

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

The Principal Contractor may only allow a Contractor to begin work on site after receiving a coherent health & safety plan which must include a project specific hazard identification, risk assessments and safety measures. The Principal Contractor must test competency and finally



approve his sub – contractor coherent site specific health and safety plan. The Principal Contractor must audit each of its contractors on a monthly basis, with audit reports kept in the health & safety file on site. The audit must include an administrative assessment as well as a physical inspection of the contractor's site activities. *The Principal Contractor must stop any Contractor from carrying out construction work that is not in accordance with the Principal Contractor's and/or Contractor's health & safety plan or if there is an immediate threat to the health and safety of persons.*

The Principal Contractor shall take all reasonable steps necessary to ensure co-operation between all contractors to enable each of those contractors to comply with the provisions of the Construction Regulations;

The Principal Contractor shall take all reasonable steps to ensure that each contractor's coherent health and safety plan is implemented and maintained on the construction site: Provided that the steps taken shall include periodic audits at intervals mutually agreed upon between the Principal Contractor and contractors, but at least once every month;

The Principal Contractor must ensure that where changes are brought about to the design and construction, that sufficient health and safety information and appropriate resources are made available to contractors so as to allow them to execute the work safely;

The Principal Contractor must ensure that every contractor is registered and in good standing with a recognised compensation fund or with a licensed compensation insurer prior to work commencing on site;

The Principal Contractor must ensure that potential contractors submitting tenders have made provision for the cost of health and safety measures during the construction process;

The Principal Contractor shall discuss and negotiate with the contractor the contents of the coherent health and safety plan and shall finally approve that plan for implementation;

The Principal Contractor shall hand over a consolidated health and safety file to Department of Economic Development, Environment, Conservation and Tourism upon completion of the construction work and shall include a record of all drawings, designs, materials used and other similar information concerning the completed structure;

The Principal Contractor may only appoint a contractor to perform construction work when such Principal Contractor is reasonably satisfied that the contractor he or she intends to appoint, has the necessary competencies and resources to perform the construction work safely and that the contractor is an approved Client contractor.

The Principal contractor will ensure that with all the necessary safety equipment that will be required that one of the Items will be a wind meter that will be on site at all times.

The principal contractor must ensure that all employee shall have an induction sticker on their hard hat to show they have received induction with the date and site name, see example below:

The Principal contractor will ensure that every employee on site will have a valid ID copy available in the safety file.

After the project the Principal Contractor will hand over the file Riscon to cancel certain documents. The file will then be scanned in by the Principal Contractor according to annexure I that is attached and will be handed over to the client on a USB



## **Principal Contractor / Contractor Competency Assessment**

The Principal Contractor must be reasonably satisfied that the contractors it intends to appoint have the necessary competencies and resources to safely conduct the work they will be appointed for. This should be established at tender stage and before appointments are made. One of the preferred ways of determining whether a contractor is competent is to make sure the contractor is an accredited contractor for Client. Once the contractor is appointed, but before it begins work on site a site- specific safety plan must be discussed and negotiated with the Principal Contractor. Such safety plan must be approved for implementation by the Principal Contractor.

**The Principal Contractor and Contractors should submit the following documentation for perusal and verification by Department of Economic Development, Environment, Conservation and Tourism and Principal Contractor respectively:**

- Coherent health & safety plan as compiled for this project; (including Risk assessments, safe work procedures, fall protection plan)
- Management Structure as envisaged at tender (organogram);
- Letter of Good Standing with the Compensation Commissioner or FEM;
- Proof of health & safety training and other related training; (CV and certificates) Legislative appointment letters
- Medical certificates of employees that will be working on site on annexure 3 format stamped by occupation health practitioner.
- Notification of Construction work; (proof notification was done)

## **Pricing for Occupational Health & Safety Compliance**

All parties bidding to do work on this construction project must ensure that they have made provision for the cost of complying with this Specifications document as well as with the OHS Act and incorporated Regulations as a minimum requirement in their tender documentation. It must also be taken into consideration that time is money, which implies that sufficient time must be allowed for the implementation of the minimum OHS standards. No additional claims will be entertained at a later stage should a compliance requirement be prescribed in the OHS Act, incorporated regulations or in this Specifications document due to design changes which would require additional resources. The professional quantity surveyors must develop a strategy in this regard to ensure that H&S costs have received sufficient consideration. Contractors must make use of Annexure 'H' herein below as a guide when pricing health & safety on this project. Health & safety costs must be clearly set out in the tender submission by each and every contractor. The contractors shall also make provision for COVID 19. This provision need to be approved by the client or clients agent.

## **Contractors' Coherent Health & Safety Plans [Construction Regulations 7]**

Introduction:

The Construction Regulations (2014) aims to improve overall management and co-ordination of Health, Safety and Welfare throughout the Construction Phase and reduce the large number of serious and fatal injuries and cases of ill health, which occur every year in the Construction Industry.

In terms of the Construction Regulations (2014), the Principal Contractor is required to develop a Health and Safety Plan before work commences on site and review it throughout the Construction Phase. The degree of detail required in the Health and Safety Plan and the time

and effort in preparing it should be in proportion to the nature, size and level of Health and Safety risks involved in the project. Projects involving minimal risks will call for simple, straightforward plans. Large projects or those involving significant risks such as this project will need much more detail.

What should the construction health & safety plan cover?

The Construction Health and Safety Plan should set out the arrangements for ensuring the Health and Safety of everyone carrying out the construction work as well as all other persons who may be affected by it. The index of this plan must be in line with Annexure A

### **Communication and Management of the work**

The Principal Contractor must indicate in its health and safety management plan that it has made provision for the following:

- Management structure and responsibilities
- Health and Safety goals for the project and arrangements for monitoring and review of Health and Safety performance i.e. safety meetings; contractor meetings; risk assessment review, etc.
- Site specific rules and procedures.
- Arrangement for:
  - i. Regular liaison between parties on site i.e. meetings
  - ii. Consultation with the work force i.e. toolbox talks
  - iii. The exchange of design information between Department of Economic Development, Environment, Conservation and Tourism, designers, and Contractors on site
  - iv. Selection and control of Contractors i.e. selection criteria; inspections; audits, etc.
  - v. Site health & safety induction and onsite training i.e. toolbox talks
  - vi. Welfare facilities, first aid, emergency planning and fire prevention strategy
  - vii. The reporting and investigation of injuries and incidents including near misses what the intended system will be
  - viii. The production, approval and review of risk assessments, safe work procedures and method statements and how does the company's risk assessment system work.

### **6. Client identified hazards and potentially hazardous situations**

#### **OHS Agent risks identified**

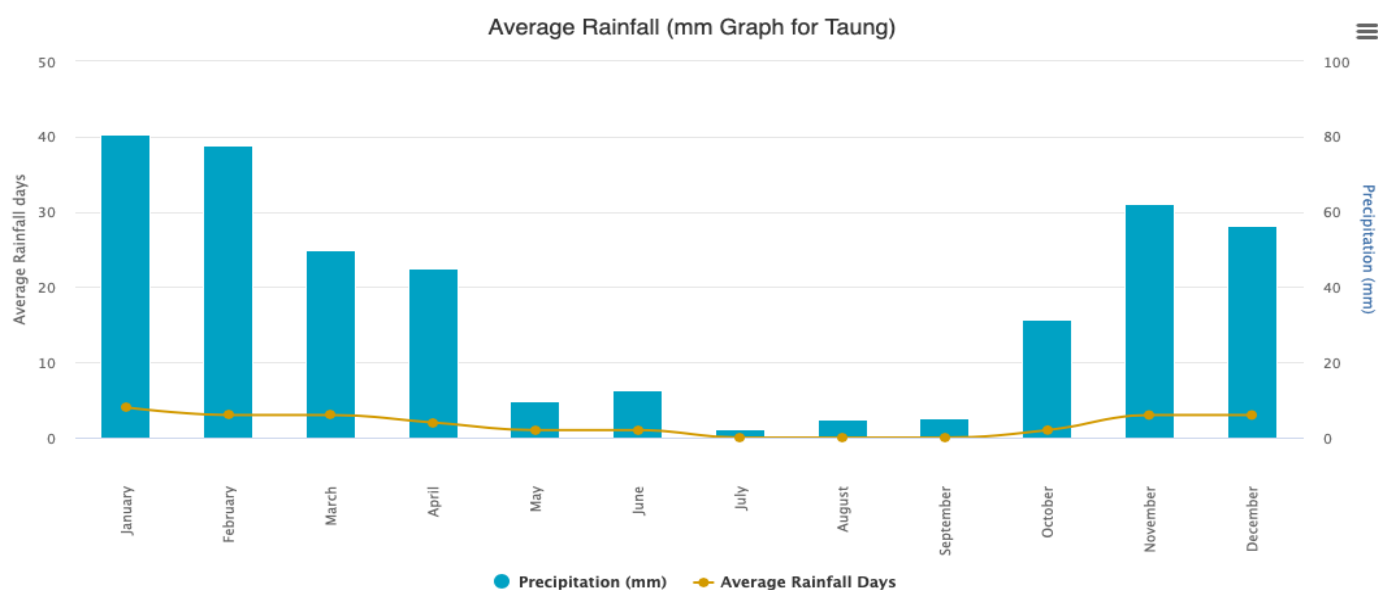
- Existing services
- Interface with the public
- Hazardous chemical such as solvents, cleaning agents, cement, fuels, oils, epoxies, etc.
- Site security and access control issues
- Community
- Protection of existing services & existing structures (World Heritage site)
- Finishing trades

#### **Local weather**

The bellow graph shows the rainfall, Sun hours & Sun days, temperature & wind average for the last year. This gives the contractor an indication of a possible delay in time as well as hazards that could come into play

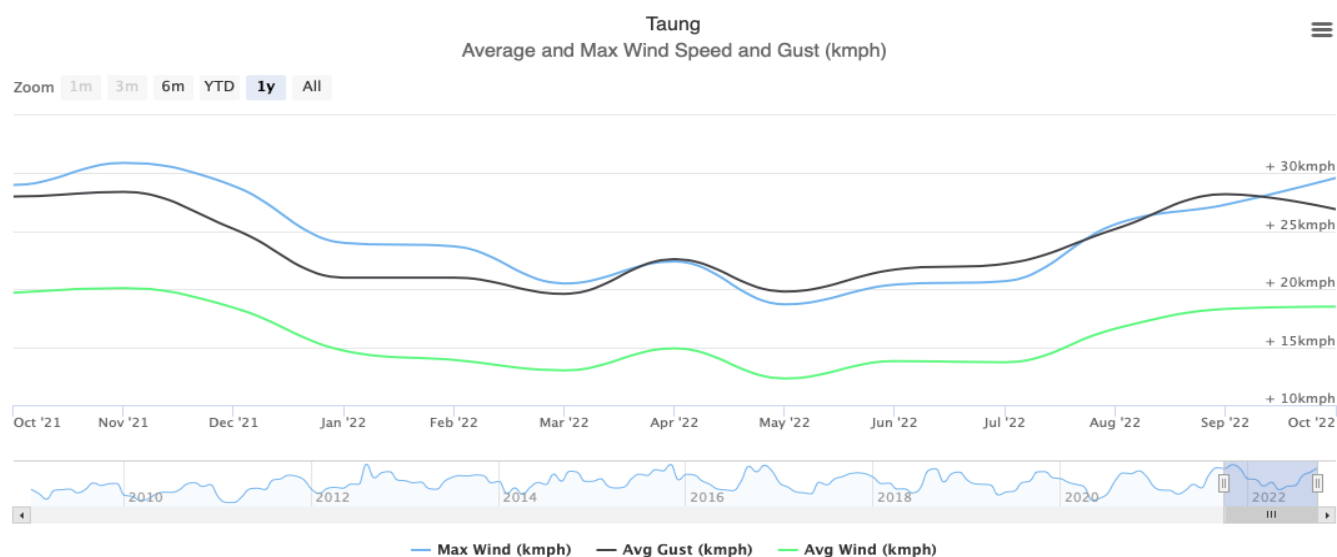
## Rainfall

### Monthly Average Rainfall



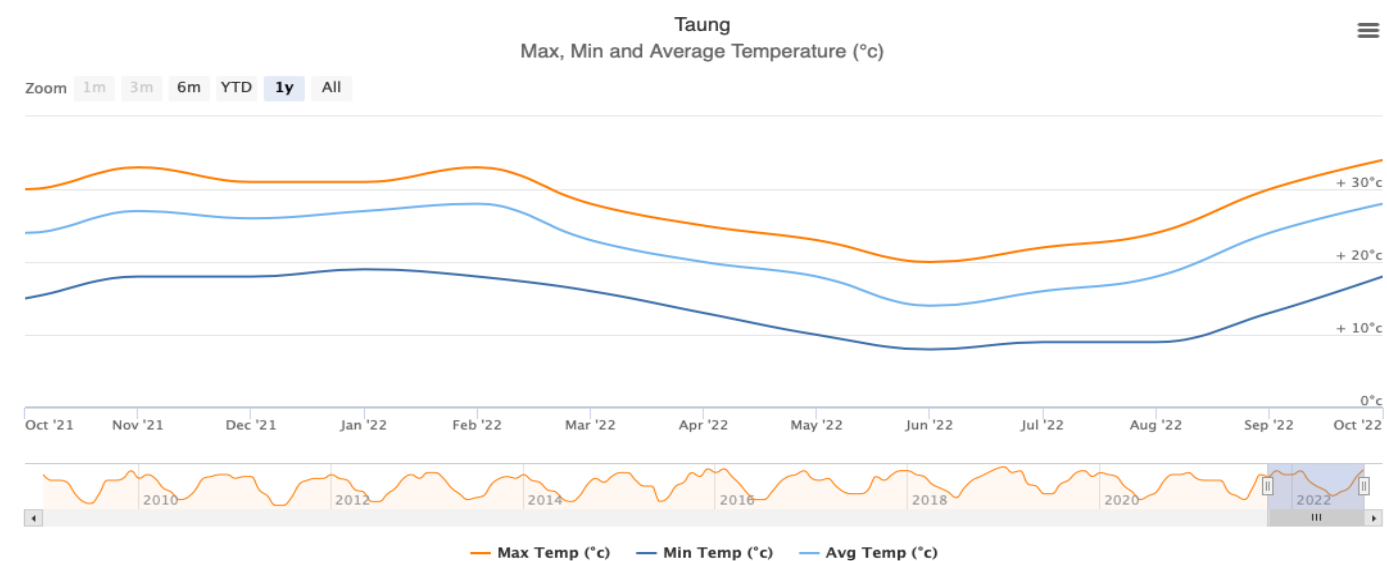
## Wind

### Max and Average Wind Speed and Wind Gust



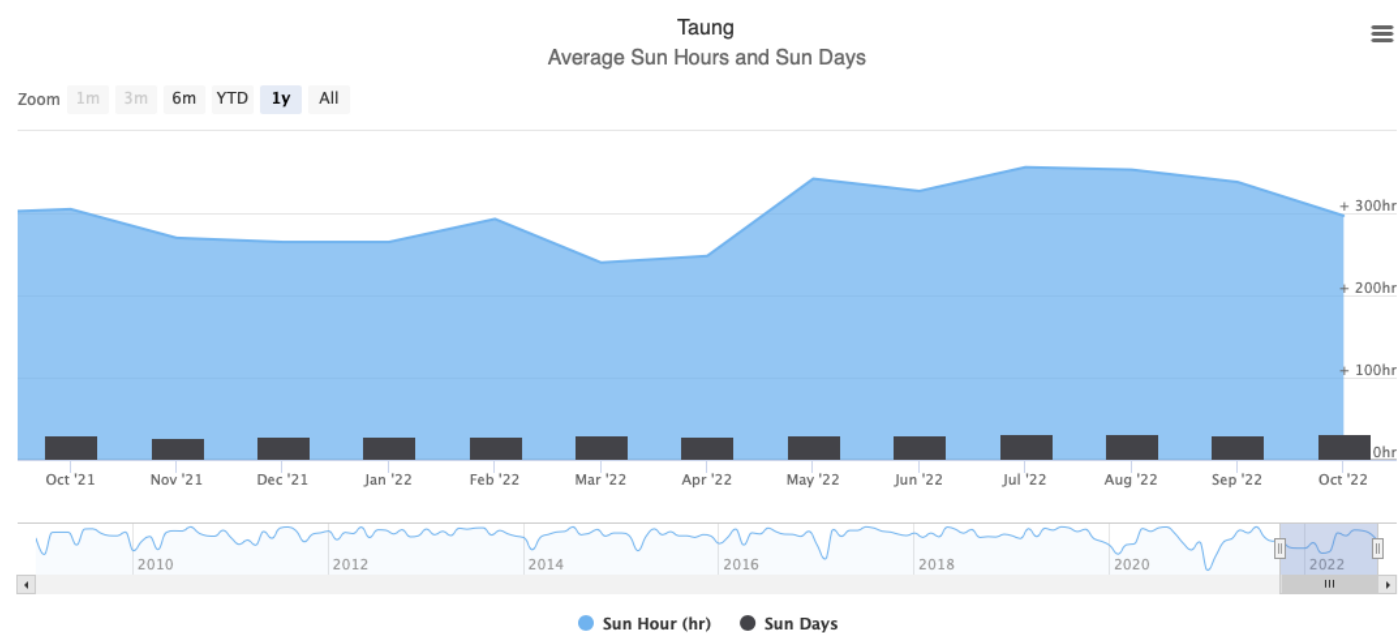
## Temperature

### Max, Min and Average Temperature



## Sun days & Sun hours

### Sun Hours and Sun Days



### Unforeseeable Hazards

The Principal Contractor must immediately notify Contractors as well as Department of Economic Development, Environment, Conservation and Tourism, in writing, of any hazardous or potentially hazardous situations that may arise during the performance of construction activities so that the necessary precautions may be taken before such work begins.

## 7. Site operational Requirements

### 1. Health and Safety Representative

The Principal Contractor and all Contractors must ensure that Health and Safety Representative(s) are appointed under consultation with the employees. The H&S representatives must be competent to carry out their functions. The appointments must be in writing. The Health and Safety Representatives should carry out monthly inspections, keep records of the inspections and report all findings to the Responsible Person or safety officer forthwith and at monthly health & safety committee meetings. At least one Health & safety representatives is required by all Employers on site.

The Principal contractor must ensure for every 1 – 20 employees at least one Health and safety representative is appointed. Every specific section must have a health and safety representative for example wet works, roof work, ceilings, electrical etc. The solution will be that every contractor appointed will have their own health and safety representative that has knowledge in that specific section.

### 2. Health and safety committees

The Principal Contractor must ensure that project health and safety committee meetings are held monthly with minutes kept. Meetings must be chaired by the Principal Contractor's Responsible Person [CR 7(1) person]. All Contractors' Responsible Persons and Health & Safety Representatives must attend the Principal Contractor's monthly health & safety meetings. The Principal Contractor's appointed supervisors must also attend health & safety meetings. The following topics must be tabled at meetings: management appointments and risk management portfolios; sub-contractor legal compliance issues; injuries and incidents; hazards and risk assessments (present and foreseen); safety procedures; method statements for upcoming activities; planned inspections and registers/record keeping, etc. The committee chairperson must sign off and date the minutes.

### 3. Health and safety training

#### Induction

The principal contractor will ensure that all the employees, contractors, professional team members and visitors received site specific safety induction. Record of attendance will be kept in the health and safety file. (OHS Act sec 13). A record of attendance must be kept in the health & safety file. Workers must carry proof of inductions on their person while on site. Employees shall have induction stickers as displayed above in the spec that will be issued by the safety officer on site.

#### Awareness

The Principal Contractor will ensure that on-site toolbox talks/safety talks are scheduled for once a week. These talks will be conducted by a senior member or the safety officer of the company and focusses on topics relevant to the task, the hazards of the activities identified for the week's programme. A documented record of attendance will be kept in the health and safety file. The toolbox talks will not replace any certified training or a DSTI. All contractors' employees must attend safety awareness toolbox talks carried out by their supervisors, the attendance registers must be copied to the Principal Contractor together with information on the information discussed at the session.



## Competence

Competency training is the training conducted where the course is developed to a SAQA standard or tertiary education/qualification. All competent persons must have the knowledge, experience, training, and qualifications specific to the work they have been appointed to supervise, control and/or carry out. This must be assessed on a regular basis e.g. training, evaluation, and periodic audits by Department of Economic Development, Environment, Conservation and Tourism, progress meetings, etc. The Principal Contractor is responsible to ensure that Competent Contractors are appointed to carry out construction work on site. If the unforeseen training has arisen then the matter can be resolved with the clients OHS agent appointed for the project. Act "General duties of employers to their employees". Sub- paragraph (e) of sub-section 2 requires inter alia the training of the employee to ensure as far as is reasonably practicable the health and safety at work of the employee. This means that internal training will be discussed in certain events but will also be approved in writing by the clients OHS agent before internal training can commence.

### 4. Health & safety audits, monitoring and reporting.

The Clients OHS Agent shall conduct at least one legal audit a month. This audit will be to audit the systems and processes put in place by the principal contractor. The Clients OHS Agent will also conduct at least once a site visit to inspect the physical aspects. The audit will be send to the client within 48 hours from the time of the audit. Note that this audit will happen at any time during working hours and that the OHS agent does not need to make and arrangement to conduct the audit. The principal contractor shall do an audit close-out within 3 days from receiving the audit.

The Principal contractor will be required to do a monthly audit on all contractors and send the audits to the OHS agent before the 25th of each month.

### 5. Emergency procedures

The procedure must detail the response procedures including the following key elements:

- List of key competent personnel
- Details of emergency services
- Actions or steps to be taken in the event of the specific types of emergencies
- Evacuation procedures: including routes and exits to be available on a drawing.
- Emergency procedure(s) must include, but shall not be limited to: fire; spills; injury to employees; damage to material / equipment / plant; use of hazardous substances; bomb threats; major incidents/injuries; evacuation; etc.
- The Principal Contractor must advise Department of Economic Development, Environment, Conservation and Tourism in writing forthwith, of any emergency situations, together with a record of action taken/action to be taken.
- A contact list of all service providers (Fire Department, Ambulance, Police, Medical and Hospital, etc.) must be maintained and made available to site personnel.
- The emergency plan will need to be reviewed from time to time as conditions/environment changes i.e. as building work increases in extent.
- A emergency map layout that clearly shows where is the emergency assembly points is with all the fire fighting equipment
- Emergency plan shall include community unrest and what to do during this hazard

An emergency drill shall be done in the first quarter of the construction phase. The principal contractor shall have footages available as well as attendance register to have proof of the drill.

### 6. Medicals certificate of fitness

The Construction regulation 7.8 requires that all employees on site shall have a valid medical certificate of fitness. The medical shall be done by a registered occupational health & safety medical practitioner. The construction regulation of 2014 requires that every medical certificate shall be recorded on an annexure 3 format to ensure that the medical is done for the task specific. The nurse that does the testing must be an occupational health nurse or must be busy with the course.

The Dr or the institution must issue each worker with a medical fitness certificate that identifies how long the medical is valid for. Construction regulations definitions with comments explains the following: Medical fitness certificate : (b) Regulations 7(1)(g); 7(8); 17(12)(a); 10(2)(b); 22(1)(f) and 23 (1)(d)(ii) – A risk based approach should be applied when considering the method and frequency of periodic medical surveillance.

## **7. First aid boxes and first aid equipment**

The Principal Contractor and all Contractors must appoint First Aider(s) in writing . The Principal Contractor must appoint at least one First Aider to start with, which first aider must be certificated. Copies of valid certificates are to be kept on site. The Principal Contractor must provide at least 1 (one) first aid box, adequately stocked at all times. Due to the nature of this project i.e. satellite work stations/areas, further first aid boxes must be provided close to the various work stations to allow for quick, effective treatment of injured persons. As the work progresses and the structure increases in height, extra first aid.

## **8. Personal protective equipment (PPE) and Clothing (PPC)**

The Contractor must ensure that all site workers are issued with and wear the appropriate PPE as indicated in their risk assessments. The Contractors must make provision and keep adequate quantities of SANS approved PPE on site at all times according to their risk assessments. Safety harnesses are mandatory wherever work takes place in an elevated area where safe working platforms or ladders are not possible. Overalls clearly indicating the Contractor's logo must be worn and all sub-contractors must conform to this requirement. Eye protection must be worn by those working grinders, skill saws, and high pressure water cleaners. Even those workers in close proximity to these operations will also be required to wear such eye protection. The COVID 19 regulations requires that the principal contractor shall issue each employee with at least 2 overalls. Each employees shall receive 2 cloth masks free of charge. Employees must wash the cloth mask after each day of work and use the clean one the next day. No bump caps will be allowed on site. According to DEL directive 3 no General Fabric Masks with breathing valves and Fabric Neck Buffs will be allowed on site. The principal contractor shall have visitors PPE available at the site office should site visitors not have the compulsory PPE to access the site. No bump cap shall be allowed on site.

## **9. Occupational Health and Safety signages**

The Principal Contractor must provide adequate on-site OHS signage. Including but not limited to: 'construction work - no unauthorised entry', 'beware of overhead work', 'hard hat area', first aid – to be posted up at all work areas/zones.

Signage must also be posted up at strategic locations to warn the public of diversions, alternative through ways and other irregularities caused by construction work (pedestrians and motorists) Signs are also required as per law e.g. scaffolding and other potential risk areas/operations such as exposed edges and openings and trenches / excavations where persons are at work. Safety signs and awareness posters will also be required in strategic locations on site such as frequently used access routes, stairways and entrances to structures and buildings where the workers will continuously be made aware of health & safety. Health & safety signage must be well maintained including weekly inspections, cleaning, replacement and repair. COVID 19 awareness posters shall be posted all over site by the principal contractor to ensure that the employees stay aware and stay safe.

## **10. Site hording & Access control**

All construction work must be fenced off with controlled access points provided (this means locked access gates and access control personnel to be located at entrances to the construction work areas), preventing access to unauthorised persons. Where fencing is necessary, such fencing must



be at least 1.8m high, erected and adequately secured from displacement. It is further required that the fencing is fitted with shade cloth to assist with dust containment.

Contractor access to the construction work areas will be limited to the specified access routes as agreed with the Client and must be strictly enforced by the Principal Contractor. Contractor employees will be required to carry ID tags and hard hat stickers (must display name of person, company name, ID number, and photo) indicating their authority to enter the construction zone. Such access tags/stickers must also serve as proof of H&S induction attendance – no tag/sticker, no entry. All visitor shall report to site office first for site visitors induction.

<b>Company Logo</b>	
Employee Picture	Name. : Surname : ID Nr. : Company. : Occupation. : Contact Number :

All access points to site must carry the necessary signage and site manager's (and safety officer) contact numbers.

COVID 19 procedure need to be followed with each person entering the site: Scan, Sanitize, Access control personnel complete sign in register, Access control personnel complete COVID 19 medical questionnaire. NO MASK NO ENTRY

### 11. Night Work (After Hours)

No night work will be allowed within the hazardous zone on this project without prior approval from Client / Client's Agent and the Construction Health and Safety Agent. If the Night work has been approved by the client and the client's agent additional documents will need to be in place for example: Employees medicals on annexure 3 must specify that they are fit for night work, sufficient illumination etc. Principal contractor must ask permission 5 working days in advance when they are planning to working at night. Principal contractor & Contractor will only be allowed to commence with night work once the documents has been approved by the clients OHS agent.

### 12. Transport of workers

The principal contractor will shall not be allowed to transport any workers with tools or material in the same compartment. Separated compartment for tools must be available to prevent that no tools & material fall on employees in case of an accident. No employee will be allowed to be transported if he/she is not seated in a proper seat with a seatbelt approved & tested by the road department.

Persons together with goods or tools unless there is an appropriate area or section to store the tools or equipment; Contractors must adhere to the National Road Traffic Act.

### 13. Wind

All roof work and Crane work & working at heights will be reconsidered when wind becomes a factor. The principal contractor will ensure that at all times there will be a wind meter on site.

- No roof sheeting will take place if the wind is above 20 KM per/hour.
- No crane work will take place if the wind is above 30 KM per/hour on at the area where the material, load must be placed with the crane

If Crane work is being done on site a wind meter shall be available on site at all times. If wind becomes a concern then the Safety officer or construction manager shall take the meter readings on an hourly basis to ensure that the tasks is being performed in safe conditions. See attached **annexure G** for record keeping purposes.

### 14. Drones

Riscon Consultants will make use of a drone to take progress pictures as well as to assist with hard to reach areas during construction

All employees on site must be aware that the operator of the drone will fly with caution and stay a safe distance away from any employee

If the construction site is within a restricted flight zone the operator of the employee will make use of the self-unlocking fly zone on the DJI website in order for him/her to have permission to fly in that specific area.

### 15. Fatigue management

The first step in risk management process is to identify all reasonably foreseeable factors which could contribute to and increase the risk of fatigue. The principal contractor shall have a site specific fatigue management plan available on file. Fatigue is often caused by a number of inter-related factors which can be cumulative. Common factors that may contribute to fatigue are:

- Work schedules which limit the time workers can physically and mentally recover from work
- This may include workers who undertake shift work, night work, work extended hours or are not able to take regular breaks
- Sleep, including the length of sleep time, the quality of sleep and the time since sleep
- Environmental conditions, such as exposure to heat, cold, vibration or noise, can make workers tire quicker and may impair performance
- No-work related factors, such as a worker's lifestyle, family responsibilities or health may all increase the risk of fatigue

Methods that managers may utilize to identify whether there are any of the above risk factors affecting the workers include:

- Consulting with workers
- Examining work practices and systems of work
- Incident data and the findings of incident investigations
- Seeking advice and information from the Team or other relevant experts

### 16. Illumination

Illumination on a construction is critical. The principal contractor shall ensure that the employees have a safe workplace to work to with sufficient illumination. No employee will be allowed to work in

a part of a building if sufficient lighting is not available. Poor lighting is not just only a hazard but the quality of work can also be influenced.

The contractor shall at all times comply with the environmental regulation for workplaces. The regulation states exactly what the sufficient lux is for the specific workplace.

## 8. Physical Requirements

### 1. Site establishment

Access control to the site, including notices of "construction-site " or "be aware of constructions activities" and "visitors to report to the site office" to be installed. COVID-19 access to be implemented, no screening, recording - no access

Identify a safe laydown area and layout of the contractor's containers/sheds to ensure the safety of tools, material and equipment. Display of evacuation signage to point out the route to the assembly. Effective barricading of engulfment areas, and installation of the appropriate signage.

Also ensure that laydown areas:

- Are equipped with correct serviceable fire extinguishers and signage.
- The safety and safe keeping of contractor's equipment, tools and materials remain the responsibility of the contractor.
- The PC and contractors to apply sound and good housekeeping principles for the duration of the project.

Physical site security, security lighting and guards to be considered and applied or implemented.

Laydown plan need to be submitted to the clients agent and to the clients OHS agent for approval 5 working days before site establishment. See example of the plan below:



## 2. Blasting

The blasting contractor shall notify department of employment and labour if any blasting that shall take place on site and shall submit all the applicable documents to them for approval. No blasting shall take place if the blasting contractor is not in possession of a blasting permit from Department of employment and labour. The blasting manager shall submit the following documents to the clients OHS Agent prior to starting any work on site:

- Appointment letter from the client.
- Mandatory agreement (Section 37.2)
- Blast notification register.
- Risk assessments for all activities of blaster employees on site.
- Inspection registers for all equipment.
- Legal appointment with competencies.
- Incident / Accident management procedures.
- Medical certificates including hearing tests.
- Proof of valid Public Liability insurance cover.
- Blasting procedure & method statement

The blast Manager shall notify all neighbouring companies / houses of the blasting activities in writing 48 hours prior to the blasting. See attached the annexure I that will be used by Clients OHS Agent for the blasting activities.

## 3. Principal Contractor Construction board

The Principal contractor shall place a construction notice board at the site access road. If the site is not camped off then the board will be placed at the site office or the most used road on the construction site. The contractor shall display the major hazards on the board as well as the construction manager, construction supervisor and the safety officer cell numbers. This will assist the public that if an emergency happens that they will be able to make contact with site management. The construction board shall be at 1,2m by 1,2 m on cromadec or ABS sheet. Below is an example of a contractor board that is explained above:

<b>THINK SAFETY! THINK QUALITY!</b>	
Place Company Logo Here	
No children shall be allowed on site	
    	All visitors and drivers must report to site office <b>Warning</b> Construction area Hard Hats, Protective Footwear & High Visability jackets must be worn at all times
<b>NO ALCOHOL</b> ALLOWED ON THESE PREMISES   No unauthorised access	
 <b>Danger</b> Deep excavations	
Construction Manager :	
Construction Supervisor :	
Safety Officer :	



#### 4. Existing structures CR 11

The PC will ensure that the provisions of the regulation CR 11:2014 are met and record is kept of inspections carried out by a competent person of the integrity of the structure and the following: The drawings pertaining to the design of the structure are kept on-site and are available on request of an inspector, client or representative and employees. That project drawing issued comply with the requirements as displayed in SANS 10400 Part A e.g. displaying the required signage, notes, dated and signed by the draftsman and responsible person and stamped "issued for construction. That the structure is inspected and any signs of damaged reported to the structural engineer. The construction manager must ensure that no structure or part of a structure is loaded in a manner which would pose a risk of collapse. Records of all inspections must be kept in a register onsite . Before demolishing of a structure, that the structural engineers method statement is received and studied to ensure the support. Structures supervisor shall be appointed in writing with CV and proof of qualifications attached. This is a world Heritage site that needs to be protected. Any small artifacts or any thing that is found on site needs to be kept on side and inform Endecon.

#### 5. Underground and internal services

The P/Contractor must ensure that all existing internal and underground services are known before starting any demolitions work on site. Where Way Leaves are required, they must be applied for by the P/Contractor and will serve as indications of the relevant services. Should the location of services (electrical, water, gas, sewer, etc.) not be known, are deemed to be inaccurate, or if it is suspected that services might be present, the Client must mandate the Contractor to make use of the necessary detection equipment in order to accurately. When possible drawings of services shall be obtained by the principal contractor from the local municipality.

#### 6. Demolition CR 14

Any Contractor carrying out demolition work must ensure that prior to any such work being carried out, and in order also to ascertain the method of demolition to be used, a structural engineering survey of the structure to be demolished must be carried out by a competent person and that a method statement on the procedure to be followed in demolishing the structure is developed. It is required that a detailed demolitions method statement be included as a tender returnable document for assessment by the consulting structural engineer and clients OHS agent appointed to the project.

In addition to CR14 the following measures must also be adhered to:

- The Contractor must appoint a competent person in writing to supervise and control all demolition work on site;
- No demolition work may be carried out until the risk of injury and property damage has been identified, assessed for risk, and such risk of injuries and property damage has been eliminated, and proven to the consulting structural engineer and/or similar engineer i.e. appointed by the demolitions contractor;
- The Contractor must ensure that any partly demolished structure does not pose a safety risk to workers or members of the public;
- Should the Contractor be in doubt about the safety of a partly standing structure, the structure must be demarcated at a reasonable distance and sign posted, warning persons of the risk until such structure is made safe;
- The Contractor must ensure that no persons work, move or stand under any partly demolished overhanging material, which has not been adequately shored, braced or supported;
- Any support work must be designed to withstand the load being imposed on it, the design must be held on site;
- Where the stability of an adjoining structure, building or road may be negatively impacted, the Contractor must take all necessary steps to ensure the stability thereof;
- The Contractor must ascertain the location and nature of electricity, water, gas or other similar services, which may be affected by the work being performed. A safe method of removal or work around these services must be drawn up;

- Safe and convenient access must be provided to all work areas – scaffolding, ladders, etc.;
- While demolition is taking place, all unauthorised persons must be kept well away from the operations;
- The Demolition Contractor's safety plan must include what applicable personal protective equipment and clothing is required. The minimum being leather gloves; steel toecap boots; eye protection where the risk of eye injury exists i.e. cutting, grinding, hot work, impact work; hearing protection for operators and other workers exposed to noise over 85dB(A); and fall prevention and/or arrest equipment when the risk of falling exists.
- The suppression of noise and dust is important due to worker exposure as well as sensitivity to neighbouring premises.

Demolition must take place in Chronological sequence :

- Planning and hording of demolition site
- Demolishing and striping by hand example: removing all no structural items (soft stripping)
- Demolition of brick walls and structures
- Remove rebar from building rubble before removing to a registered dumping site

## 7. Earthworks (Civil works) CR 13

The PC will ensure that the provisions of the regulation CR 13 are met and ensure that earthworks and are carried out as per the design . Further that:

- Before conducting any earthworks ensure that wayleaves is obtained and taken into consideration for the protections of services, further that:
- The project area is secured, fenced and warning signs of construction activities, installed. Other access routes to be clearly marked with signage indicating "Construction No Access"
- That the construction board is installed at the entrance displaying the PPE requirements with clear route to the site office.
- That land clearance and ripping is done following the design drawing and rubble kept in a area assessed as laydown area.
- That surveyor pegs and benchmarks are clearly marked and protected to prevent the accidental removing and clearing of land between incorrect coordinates.
- That when squatters or CLO are met site, to report the situation directly to the client.
- That the PC assess wild animals and take the necessary precautions to ensure the safety of the employees.
- That the PC ensure the appoint a security company to react on civil unrest or criminal activity onsite.
- That the PC will assess and take preventative action to protect water environment, wetland, rivers or stormwater inlets.
- That the PC will remove trees as per agreements and with the authorization of the client.

Retaining walls

- Retaining wall shored/braced and secured as per assessment of dangerous works Retaining walls and brick work secured on firm foundation
- Retaining walls and soil to meet the required compaction requirements
- Retaining walls to be secured with solid barricading to prevent accidents

## 8. Excavations CR13

Once the Principal contractors starts with excavations & trenches and these is deeper than 500 the excavation shall be barricaded with barrier netting example is visible below. If the excavation is deeper that 1,2 M every 6 M from the employees there shall be means of access & egress. No Danger tape will be allowed on site.



The Principal Contractor and relevant Contractors must make provision in their tender for the shoring of excavations where the soil conditions warrant it or if this is not possible batter back such excavations to a safe angle, termed the safe angle of repose.

The Principal Contractor has the following options: shore or brace the excavation, should this not be practical then such excavation must be battered back to the safe angle of repose from the engineers recommendation , should the first two options not be deemed necessary by the contractor, then permission must be given in writing by the appointed competent excavation supervisor. Where uncertainty pertaining to the stability of the soil exists, the decision of a professional engineer or professional technologist competent in excavations shall be decisive. Such permission must be in writing.

The following requirements must be adhered to:

- Excavations/trenches are inspected before every shift and a record of these inspections is kept;
- Safe work procedures have been communicated to the workers;
- The safe work procedures are enforced and maintained by the Principal Contractor's and Contractors' responsible persons at all times;
- Excavations next to permanent or temporary roadways - ensure that no load, material, plant or equipment is placed or moved near the edge of any excavation where it is likely to cause its collapse and thereby endangering the safety of any person, unless precautions such as the provision of sufficient and suitable shoring or bracing are taken to prevent the sides from collapsing;
- Ensure that where the stability of an adjoining building, structure or road is likely to be affected by the making of an excavation, steps are taken that may be necessary to ensure the stability of such building, structure or road as well as the safety of persons;
- Cause convenient and safe means of access to be provided into every excavation in which persons are required to work and such access shall not be further than 6m from the point where any worker within the excavation is working;
- Ascertain the location and nature of electricity, water, or other services which may in any way be affected by the work to be performed. The necessary steps must then be taken to render the circumstances safe for all persons involved. Should you as the contractor not be sure of the exact

location of electrical services, detection equipment must be used as well as a system of hand excavation as per a written risk assessment and method statement;

- Cause every excavation which is accessible to the public or which is adjacent to public roads or thoroughfares, or where the safety of persons may be endangered, to be-
  - (i) adequately protected by a barrier or fence of at least one meter in height and as close to the excavation as is practicable; and
  - (ii) provided with warning illuminates or any other clearly visible boundary indicators at night or when visibility is poor;
- Cause warning signs to be positioned next to an excavation within which persons are working or carrying out inspections or tests



## 9. Heritage and Archaeological sites

If an artefact on site is uncovered, work in the immediate vicinity shall be stopped immediately. The contractor shall take reasonable precautions to prevent any person from removing or damaging any such article and shall immediately upon discovery thereof inform the Employer Agent of such discovery. The South African Heritage Research Agency (SAHRA) is to be contacted who will appoint an archaeological consultant. Work may only resume once clearance is given in writing by the archaeologist. (Read with COLTO General Condition of Contract Sub clause 4.24 as amended by Particular Condition).

The demolition of heritage structures (buildings 650 year old or of specific historical value) requires specific authority before it may be demolished. The following procedure to be followed:

- The appointed contractor for the demolition will apply for the permit.
- Where the portion of historical value is required to be protected, the structural engineer will be informed to conduct an survey and prepare and issue a structural report to protect the specific area of the building.
- The contractor will implement the structural engineers report for approval before demolishing the building connected to the historical part or section.

## 10. Graves & Middens

If a grave or midden is uncovered on site, or discovered before the commencement of work, then all work in the immediate vicinity of the graves/middens shall be stopped and the Employer Agent informed of the discovery. SAHRA should be contacted and in the case of graves, arrangements made for an undertaker to carry out exhumation and reburial. The Employer will be responsible for attempts to contact family of the deceased and for the site where the exhumed remains can be re-interred. (Read with COLTO General Conditions of Contract Sub clause 4.24 as amended by Particular Condition).



## 11. Ladders GSR 13

All ladders shall be inspected on a monthly basis and shall be recorded on a ladder register. Ladder inspector shall be appointed in writing to carry out these inspection.

### Extension ladders

- Extension or single ladders should be used only as a means of access or egress from a working area.
- They should not be used as working platforms,
- Any portable ladder used at the workplace should be set up on a solid surface that is stable and set up to prevent the ladder from slipping.
- Extension ladders must exceed the platform with 900mm
- All ladders must be numbered and recorded on a register
- Placing a ladder at 75 degrees angle securing single and extension ladders at both the top and bottom.



### A frame ladders

- Timber portable ladders should not be painted (this can hide cracks and other defects in the timber)
- Metal portable ladders should not be used when carrying out work on electrical equipment.
- They should also not be painted as this can hide defects in the welds.
- Stepladders should be used only in their fully open position, and a person should not carry out work from a stepladder if they are standing higher than the 3rd rung from the top.

Ladder Duty Ratings		
Grade	Type	Duty Rating
Household	III	90 Kg
Commercial	II	100 Kg
Industrial Heavy Duty	I	115 Kg
Industrial Extra Heavy Duty	IA	136 Kg
Duty Rating represents maximum weight of fully clothed user plus tools and materials		

## 12. Scaffolding CR 16

All scaffolding will comply to the SANS 10085-1:2004 standard as well as with the section 16 in the construction regulation of 2014.

The following appointments shall be done if scaffolding is being done on site:

- Scaffolding erectors
- Scaffolding inspectors
- Scaffolding supervisor

All scaffolding will have a safe to use or not safe to use sign visible on the scaffolding to ensure compliance. Example of signs below:



Scaffolding will at all times have double side rails on platform area. Platform shall be fully boarded with scaffolding hook on boards & not with wooden planks. All scaffolding will have safe access the employees can use to get to desired platform. Access on scaffolding can be with scaffolding stairs or with scaffolding access ladders

According to SANS 10085-1:2004 section 3.21 No work will be allowed on scaffolding if the wind is greater than 40 km per/hour

Each scaffolding shall be on a register and on a weekly basis and immediately after inclement weather or alterations has been made.

The Principal contractor's safety officer and construction manager will ensure that the base jacks of the scaffolding shall not be jacked more than 2/3 of the full length.

All employees working on scaffolding without double hand rail and toe boards shall wear a double lanyard safety harness with scaffolding hooks. All erectors & dismantlers shall wear double lanyard safety harness with scaffolding hooks that will be hooked on all the time to prevent falling while erecting or dismantling the scaffolding.

Mobile scaffolding will be allowed on site if it complies to the SANS 10085. All mobile scaffolding shall have a break on each wheel that will be used while working on the scaffolding. No mobile scaffolding will be allowed to be moved while employees is on top of the scaffolding.

### 13. Trestles SANS 10085

Trestles Shall not be allowed on site of the clients OHS agent did not approve it in writing. No timber trestles will be allowed on site

When approved by RISCON then the following will be the requirements to make use of the trestles :

SANS 10085 10.16:

- The minimum width of the trestle legs when opened and locked in position shall be 780 mm.
- Trestles shall not be used on slopes exceeding 1:12.
- The platform supported by the trestles shall be level within 1:50 in all directions.

All trestles shall have a double hand rail to prevent the employee from falling off the elevated platform. Safe access shall be provided for employees working on the trestles. Trestles will be Coherent Health & Safety Specification for Taung Skull Powerhouse fencing and gatehouse - Rev 1.3 - Riscon consultants© RisCon Consultants (All copyrights reserved)

inspected before each shift/day with a specific trestle checklist and after inclement weather or alterations. The platform will be packed fully with steel scaffolding platform boards and will hook onto the trestle steel frame and not exceed the length.



#### 14. Temporary works CR 12

The PC will ensure that the provisions of the regulation CR 12:2014 are taken into consideration and appoint a temporary works designer to design to design and inspect form- and support work:

The temporary works drawing must display the design, braces, edge barricading and special safety arrangements to prevent that any part of the staging, shutter boards accidentally can be dislodge and blown over the edge in gale force winds. That the temporary works designer or formwork contractor appoints a competent temporary works supervisor that will supervise the erection of support work and covering of the deck e.g. staging or Perri system The supervisor will be in possession of a printed, approved design drawing at the point where the deck is erected. The supervisor will be in possession of an inspection document to be completed and signed by the PC supervisor accepting the deck before loading it with rebar.

- The temporary work supervisor will ensure that support work is erected in accordance with the design, that bracing and intermediate props are installed.
- That the deck is fully boarded, that boards are secured to prevent accidental dislodge incidents and all loose material is removed from the deck.
- That safe access and edge barricading are installed.
- That all safety measures to ensure shutter board (when used) are secured to prevent dislodge in gale forces wind.

Steel fixing and shuttering activities:

- Steel fixing are done under supervision of a competent supervisor following the approved bending schedule.
- Employees fixing steel close to unprotected edges must wear a safety harness connected to a safe anchor point.
- The installation of shutter boards or panels must be secured to prevent concrete spill or be accidental dislodged in gale force winds.
- Installation of rebar structures for columns and shutter panels by mobile crane must be done in conjunction of a competent banksman.

- Installation of rebar structures for columns and shutter panels by mobile crane must be done in conjunction of a competent banksman.
- Where scaffold is used for the installation of column rebar and shutter panels, the scaffold must be erected in accordance of SANS 10085

#### Premix concrete delivery and casting on site

The area where the concrete pump will be positioned with outriggers extended, must be demarcated and barricaded:

- The safety of public to be considered and where applicable, flagman posted The pump and delivery pipes to be connected and secured correctly
- Sufficient space to allow delivery trucks to stop and que for delivery of premix
- Preventative measures taken to prevent concrete spill on the road service or into the stormwater system

#### Casting concrete with concrete bucket

- The area where the concrete bucket is filled directly from delivery truck, must be barricaded.
- All the principles applicable to crane operations e.g. safe connections, lifting and banksman duties are valid and needed to be applied during this operation.
- A concrete bag to be installed around bucket outlet to prevent dripping spillage during transit of the concrete.
- All safety whistles and signs applied, the bucket may not be moved over a public road of walkway.
- The supervisor for the concrete pour must ensure that the bucket is empty and the safety cover is inserted over the opening before returning it for refilling.
- The PC must ensure that the concrete bucket is cleaned daily after concrete pour to prevent concrete to set in or on the bucket to prevent it from falling when accidentally dislodged.

### 15. Traffic and pedestrian accommodation

The Principal Contractor must ensure that all the necessary traffic/vehicle and pedestrian accommodation safety measures are taken into account to ensure the safety of personnel and members of the public (including site visitors) both on site and adjacent to site. Such measures must be in accordance with recognised practises and to the approval of the Client and the local municipality and traffic authority. The Principal Contractor must place the necessary emphasis on safe pedestrian walkways and routings throughout the construction stage. Traffic and pedestrian accommodation drawings must be available on site as a source of reference and to assist with daily inspections and enforcement and inclusive of vehicle and pedestrian movement/management.

The principal contractor shall compile a traffic management plan to the client OHS agent & clients Agent for approval before the start of traffic accommodation. The traffic accommodation should include a sketch or a picture to explain where what signs would be displayed and to indicated detours should it be applicable. All signs need to comply to the National Road Safety Act.

### 16. Confined Spaces

Confined space is a space of any volume which, a person may at any time enter or be allowed to enter and which:

The atmosphere is liable to be contaminated at any time by dust, fumes, mist, vapor, flammable or toxic gases or other harmful substances

- The atmosphere is liable at any time to be oxygen deficient or excess
- The area is not intended to be regular workplace
- The area has restricted means of entry and exit
- The area may be subjected to engulfment
- The area is an atmospheric pressure during occupancy

Areas not normally regarded as confined spaces can become one depending on the conditions or presence of hazards.

Entry into a confined space shall not be permitted until the atmosphere has been tested to ensure safety of all personnel.

Retesting or continuous monitoring may be required because of the potential for the release of hazardous material during welding or other processes. The release of hazardous substances depends on the type of work currently being carried out, type of previous contaminant and the presence of residual chemicals. Provision should be made to continuously monitor or regularly retest the atmosphere within a confined space.

**If entry is required then:**

- Notify all personnel of how the task will be performed
- Ensure that lockout, tag and isolation procedures are in place
- Hazards which are involved in working in a confined space should be minimised at the design stage and during the initial installation of equipment
- An employer must ensure that before carrying out work involving entry into a confined space that a written assessment (confined space permit is carried out by a responsible person and determines the following
  - The work to be carried out
  - Is necessary to enter the confined space
  - The method by which the work can be carried out
  - The hazards involved
  - The actual method and plant proposed
  - Safety equipment required
  - Emergency and rescue procedure
  - Gas monitoring and detection necessary
  - PPE
  - Number of personnel to carry out the task
  - Number of standby personnel required

**17. Deliveries, Waste removal , Stacking/Storage of materials**

The Principal Contractor and other relevant contractors must ensure that there is an appointed stacking supervisor and all materials, formwork and all equipment is stacked and stored safely, on level, compact ground, out of access ways and no more than three times the minimum base width in height. Pallets of bricks may not be stacked more than two above each other and must be on timber pallets. No construction materials or equipment may be stacked or stored in public areas

unless authorised by Department of Economic Development, Environment, Conservation and Tourism and fenced off as per Department of Economic Development, Environment, Conservation and Tourism's requirements. Waste materials must be kept within designated construction zones. The Principal Contractor will be responsible for co-ordinating and managing this function.

## **18. Fire extinguishers and firefighting equipment**

The Principal Contractor and relevant Contractors shall provide adequate, regularly serviced firefighting equipment located at strategic points on site, specific to the classes of fire likely to occur. The appropriate notices and signs must be posted up as required. A minimum of four 9 kg dry chemical powder fire extinguishers must be available in and around the site office establishment and stores. Fire extinguishers must also be placed at all work zones/areas, in strategic locations. Wherever 'hot work' is taking place, additional fire extinguishers must be on hand. Contractors are responsible for ensuring compliance with hot work procedures and must be in possession of method statements detailing the safe working procedures. 'Hot work' includes all work that generates a spark or flame and may therefore result in a fire. Further, during the finishing stages of the construction phase when the finishing trades are on site, fire extinguishers will be required at strategic locations within the work areas – to be supplied and managed by the Principal Contractor.

## **19. Designated smoking area**

The principal contractor will ensure that a designated smoking area will be established on site at a safe location away of chemicals or any other fire hazard, at least one fire extinguisher will be close (not further than 10 M ) to the designated smoking area.

## **20. Thunder & Lighting**

The management and safety personnel of the Principal Contractor shall download the lightning Alarm app from Istore or google play store. The site location must be set on the app to inform the management and the safety personnel when lightning is 30 km away from the site. When the notification is received on their phones all employees (PC, Contractors & sub-contractors) working at heights must get down as fast possible. The employees are only allowed back on heights when the app has not notifies the team about lightning for at least 15 Min from the last notification.





## 21. Concrete work

As with many other materials, there are potential risks involved in handling or working with cement or mixes made using cement.

The composition of cement is such that when dry cement is exposed to water a chemical reaction called hydration takes place, releasing a very strongly alkaline (and caustic) fluid. This can cause alkali burns and safety measures should be observed. Appropriate precautions are advised to prevent tissue damage when handling fresh mixes containing water and cement.

Cement dust, dusts from handling aggregates and from cutting concrete are easily inhaled. Prolonged or regular exposure to these dusts should be avoided.

Cement is a complex combination of compounds that includes minute quantities of trace elements. Although South African cements typically contain less than two parts per million of Hexavalent Chrome (widely regarded as a safe level), it may serve as an aggravating factor in cases of exposure to alkaline fluids. There have been some reports of allergic dermatitis after exposure to these fluids.

When fresh concrete or its bleed water comes into contact with human skin, the alkalis react with the oils and fats in the skin as well as the proteins in the skin itself causing tissue damage. Other organic tissue (e.g. mucous membrane) can also be attacked by strong alkalies leading to burns that can sometimes be severe, and users should try to avoid all unnecessary contact with these fluids. Where such contact is unavoidable, suitable precautions should be taken.

Roughness and dryness of the hands after working with concrete is a typical consequence of loss of these oils and fats. More prolonged exposure could result in irritant dermatitis. It is possible that the effects of trace elements may aggravate the condition and lead to an allergic dermatitis. To safeguard against accidental exposure, appropriate protective equipment is strongly recommended.

Impermeable gauntlet type rubber gloves and high length rubber boots should be worn to prevent direct contact with skin. Trousers should overlap the boots rather than be tucked into them. Hydrophobic alkali-resistant barrier creams should be applied to hands and any areas of skin likely to be in contact with fresh concrete. Ordinary barrier creams are likely to be inadequate.

These precautions may be ineffective if the skin itself is not clean and free of concrete residue. Even a tiny trace of cement dust remaining in contact with wet skin will raise the pH significantly.

Regularly wash (at least daily) protective clothing and keep it clean and free of concrete and wash any areas that have been accidentally splashed with wet concrete as soon as possible with large quantities of clean water. Ensure that normal and protective clothing does not become soaked with wet concrete or concrete fluids as this could result in exposure over an extended period, resulting in tissue damage.

Cement is an abrasive fine powder, and when handled, some dust may become suspended in the air in the working area. Users should avoid inhaling cement dust as this may cause irritation of the nose and throat. Cement dust may also cause irritation of the eyes. This will occur because of the chemical reaction of the suspended dust with the moist mucous membranes. Airborne cement dust should be kept to a minimum to avoid these problems. Should this be impractical, then the use of goggles and dust masks is strongly recommended.

Many of the aggregates used in concrete have high silica contents. The fine silica dusts created when crushing or handling these aggregates could cause lung problems, and precautions should be observed to avoid breathing in such dusts.

Dust from demolishing or cutting hardened concrete may contain unhydrated cement and could cause respiratory problems as outlined above. In addition, if the coarse or fine aggregate used in making the concrete contains crystalline silica, then inhalation of these fine silica particles could expose workers to the risk of developing silicosis. A concerted effort should be made to avoid generating such dusts. If this is not possible, the use of suitable respiratory protective equipment is recommended.

Site workers should also not kneel on fresh concrete during placing, compacting and finishing operations. If kneeling is unavoidable, thick waterproof kneepads should be worn with a kneeling board to prevent the pads sinking into the fresh concrete. In severe cases of alkali burns, a medical practitioner should be consulted as soon as possible

## **22. Brickwork**

Brick work goes hand in hand with other section discussed in this coherent specification for example : Scaffolding, Concrete work, Hand tools, stacking and storage & barricading.

The bricks shall be stacked on pallets in a dedicated area. The bricks shall not be double stacked. The double stacking poses a risk for falling over on employees, plant or cause damage to the property.

Brick work on scaffolding is a high risk and the necessary precautions need to be taken to ensure that scaffolding platform is not overloaded. The scaffolding that will be used shall comply to the relevant regulations and act as well as the scaffolding section in this coherent OHS specification.

All employees shall wear the compulsory PPE (overall, safety boots, gloves, hard hat). It will not be allowed to throw bricks from one level to another. Bricks that need to be cut must be done with a brick cutter or with a grinder. If employees use these methods then the process shall be discussed in a risk assessment to ensure safe work and proper PPE is being worn.

## **23. Falling stones from existing stone structure**

The world heritage site needs to be approached with extreme care. The existing stone structures have been standing for hundreds of years and are not stable. The principal contractor needs to take all precautionary measures to ensure that the wall does not fall over, collapse or stones fall on people or material. Site specific risk assessment to identify how the stones will be removed or replaced in a safe manner.



## 9. Plant, equipment and machinery

### 1. Construction Vehicles & Mobile plant CR 23

Construction Plant” includes all types of plant including but not limited to, cranes, piling rigs, excavators, construction vehicles, compaction plant and lifting equipment.

The Principal Contractor must ensure that such plant complies with the requirements of the OHS Act, Construction Regulations (Feb 2014) and any manufacturers specifications. The Principal Contractor and all relevant contractors must inspect and keep records of inspections on construction vehicles and mobile plant used on site. Only authorised/competent persons in the possession of the necessary training certificates and in possession of a certificate of medical fitness may operate construction vehicles and mobile plant. Should any operator be caught making use of a cell phone while driving he will be given a written warning as well as when the operator do not wear the safety belt. All construction vehicles & mobile plant shall be fitted with rotating light (visitors included). Lockout procedure shall be written and implemented to ensure that no plant will be left unattended while idling and to ensure that plant will be locked out at the end of shift.

### 2. Hired plant and machinery

The Principal Contractor must ensure that any hired plant and machinery used on site is safe for use and complies with the minimum legislated requirements. The necessary requirements as stipulated by the OHS Act and Construction Regulations shall apply. The Principal Contractor shall ensure that operators hired with machinery are competent and that competency and medical certificates are kept on site in the health & safety file. Any load test requirements and inspections in terms of legislation must be complied with and copies of load test certificates and inspections must be kept in the health & safety file. All relevant contractors

### 3. Cranes and lifting equipment

Cranes and Lifting Equipment must be designed and constructed in accordance with generally accepted technical standards and operated, used, inspected and maintained in accordance with the requirements of Driven Machinery Regulation 8 of the OHSAct:

- To be clearly and conspicuously marked with the maximum mass load (MML) that it is designed to carry safely. When the MML varies with the conditions of use, the table should be used by the driver/operator
- Each winch on a lifting machine must at all-time have, at least, three full turns of rope on the drum when the winch has been run to its lowest limit
- Fitted with a brake or other device capable of holding the MML. This brake or device to automatically prevent the downward movement of the load when the lifting power is interrupted
- Fitted with a load limiting device that automatically arrest the lift when
  - The load reaches its highest safe position or
  - When the mass of the load is greater that the MML
- Every chain or rope on a lifting machine that forms an integral part of the machine must have a factor of safety as prescribed by the manufacturer of the machine and where no standard is available the factor of safety must be:
 

○ Chains	4 (four)
○ Steel wire ropes	5 (five)
○ Fibre ropes	10 (ten)
- Every hook or load attaching device must be designed such or fitted with a device that will prevent the load form slipping off or disconnecting

- In addition all ropes, chains, hooks or other attaching devices, sheaves, brakes and safety devices forming an integral part of a lifting machine must be inspected every 6 months by a competent person
- All maintenance, repairs, alterations and inspection results must be recorded in a log book and each lifting machine must have its own log book.
- No person may be lifted by a lifting machine not designed for lifting persons unless in a cradle approved by the inspector or the Department of Labour.
- A clearly marked drop zone of 5 M around the crane will be identified with cones and barrier netting to keep people away from under the load

#### **Lifting tackle:**

- To be manufactured of sound material, well-constructed and free from patent defects
- To be clearly and conspicuously marked with id and MML
- Factor of safety:
 

○ Natural fibre ropes	-	10 (ten)
○ Man-made fibre ropes & woven webbing	-	06 (six)
○ Steel wire ropes – single rope	-	06 (six)
○ Steel wire ropes – combination slings	-	08 (eight)
○ Mild steel chains	-	05 (five)
○ High tensile/alloy steel chains	-	04 (four)
- Steel wire ropes must be discarded (not used any further for lifting purposes) when excessive wear and corrosion is evident and must be examined by a competent person every three months for this purpose and the results recorded.

#### **Lifting Machine Operators**

- Every lifting machine operator must be trained specifically for the type of lifting machine that he/she is operating

### **4. Explosive actuated fastening devices**

The PC will ensure that the provisions of the regulation CR 21:2014 are met and ensures that explosive actuated fastening device operations including devices operated with compressed air, gas cartridge, pneumatic tools, comply to the following:

- That a competent person is appointed in writing to:
  - Issue explosive actuated fastening device
  - Issue explosive actuated fastening cartridges and nails (shots & pins)
  - Inspect the explosive actuated fastening device before issue and on return
  - Clean and maintain the explosive power actuated fastening device
  - Explosive actuated device to be inspected daily before use and records to be kept
  - Explosive cartridges and nails to be recorded when issued and when returned
  - Explosive actuated device, cartridges and nails to be locked securely
  - Explosive actuated device to be fitted with a muzzle on the end to control debris
- Only a competent appointed user may operate the explosive power actuated device

## 5. Electrical Installation and portable electrical Tools

The consulting engineers will ensure as far as possible that the principal contractor is made aware of the positions of all electrical installations and other services. The Principal Contractor must notify the engineer concerned should it not be sure of the location of any particular service. This is especially pertinent to the Demolitions Contractor who will need to ensure that all electrical installations are 'made safe' before demolition work begins. An installation electrician will need to prove this by means of the necessary documentation and written lock-out procedures, tags, and the like.

The Principal Contractor and contractors must comply with the Electrical Installation Regulations, the Electrical Machinery Regulations and the Construction Regulations.

The Principal Contractor must keep a copy of the Certificate of Compliance (CoC) for its temporary electrical power supply and installation. A revised CoC is required whenever the installation is altered or changed in any way. All temporary electrical installations must be inspected at least weekly by a competent person appointed in writing with records kept.

The testing and commissioning of the permanent electrical installation must be done under the management of a written method statement and detailed set of safety requirements and must only be put into use after a CoC has been issued to the principal contractor for that section/area.

Portable electrical tools and equipment must be visually inspected daily by a competent person (trained by an electrician or suitable person to carry out visual inspections on electrical tools and extension leads) before use, with records kept as proof.

## 6. General Machinery

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

## 10. Occupational Health

### 1. Industrial Hygiene

Exposure of workers to occupational health hazards and risks is very common in any work environment, especially in construction. Occupational exposure is a major problem and all Contractors must ensure that proper health and hygiene measures are put in place to prevent exposure to these hazards. Prevent inhalation, ingestion, and adsorption through the skin of hazardous chemical substances.

- Noise induced hearing loss is a highly underrated occupational condition. Occupational noise emitted by construction machinery and power tools must be controlled as far as possible by implementing engineering solutions such as noise dampening, regular maintenance, servicing and inspection, screening off the noise, and reducing the number of persons exposed. Personal protective equipment such as earmuffs and earplugs must also be used in conjunction with engineering controls so as to reduce noise exposure to below the acceptable levels.
- Heat stress is a major hazard in South Africa. The principal contractor must ensure that there is clean drink water available on site at all times and in extremes heat conditions must ensure that employees consume 600ml water an hour to prevent dehydration.

## 2. Hazardous Chemical Substance (HCS)

The Principal Contractor and other relevant contractors must provide the necessary training and information as far as the use, transport, and storage of HCS. The Principal Contractor must ensure that the use, transport, and storage of HCS are carried out as prescribed in the HCS Regulations. The Principal Contractor and contractors must ensure that all hazardous chemicals on site have Material Safety Data Sheets (MSDS) on site and the users are made aware of the hazards and precautions that need to be taken when using the chemicals. The First Aiders must be made aware of the MSDS's and how to treat HCS incidents appropriately. Copies of the MSDS's must be kept in the first aid box and in the store. All containers must be clearly labelled. Flammable substances must be stored separately, away from other materials, and in a well-ventilated area (appropriate cross ventilation). A competent person should be appointed to be in control of this portfolio. Stores must be well ventilated, preventing the build-up of flammable and toxic gases/vapours. Should fuel storage containers be used, they must conform to the general environmental legislation and Environmental Management Plan (if a requirement on this site). The necessary safety signage must be posted up – 'no naked flames', 'no smoking'. Two 9 kg DCP fire extinguishers must be placed near to the fuel containers, but not within 5 m of the containers. These extinguishers are over and above the minimum four required for the offices and stores.

## 3. Alcohol and other drugs

No alcohol and/or other drugs will be allowed on site. No person may be under the influence of alcohol or any other drugs while on the construction site. Any person on prescription medication must inform his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suffering from any illness/condition that may have a negative effect on his/her /anyone else's health or safety performance must report this to his/her superior, who shall in turn report this to the Principal Contractor forthwith. Any person suspected of being under the influence of alcohol or other drugs must be sent home immediately, to report back the next day for a preliminary inquiry. The Contractor concerned must follow a full disciplinary procedure and a copy of the disciplinary action must be forwarded to the Principal Contractor for its records.

## 4. Medical certificate of fitness

A contractor must ensure that all his or her employees have a valid medical certificate of fitness specific to the construction work to be performed and issued by an Occupational Health Practitioner in the form of **Annexure 3** of the construction regulations. IN this section of the safety file the principal contractor shall ensure that in front of the medicals of all the employees there will be a medicals register. All employees' medicals must be listed on this form, see attached annexure H. This annexure shall only be TYPED.

## 5. Welfare Facilities

The Principal Contractor will be using chemical toilets that will be strategically placed on site. The ratio is for every 30 workers on site there will be 1 chemical toilet, When females is working on site there will be 2 toilets for every 30 workers (one for each gender). Waste bins must be strategically placed around site and emptied regularly. Shaded eating area shall be available for employees with seating and tables. The eating area shall have sufficient waste bins.



## 6. Ergonomics

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



## 7. COVID 19

The COVID 19 is an international disaster. This is a pandemic that needs to be managed and to ensure that all our employees and visitors is safe. All precaution measures must be in place to ensure that the spread of the virus does not happen during construction. The following will shall be in place to prevent the COVID 19 virus from spreading:

- Each employee and visitor hands will be sanitised when entering the site and exiting the
- Lunch breaks will be rotated to ensure that at all times a social distance of 1 M shall be possible between employees
- COVID 19 site rules shall be displayed at every notice board
- Notice boards shall be available at the following places: Site entrance, toilets, site offices, storerooms, eating areas, hand washing stations
- PPE issue register will be available to ensure that all employees have been issued with masks or face shields and gloves where applicable
- All hand sanitizer that is being used on site must have at least 70% alcohol and a certificate needs to be available on site
- A COVID 19 Guideline / procedure and Baseline risk assessment shall be in file and discussed with employees
- Emergency plan shall be changed to cover COVID 19 and to ensure that assembly points is big enough to ensure a 1 M social distancing at all times

# COVID-19

**Help prevent the spread of  
respiratory diseases like COVID-19**



COVID-19 Hotline: 0800 029 999



### Omissions from the Site-Specific Health and Safety Specifications

Every endeavor has been made to address the most critical aspects relating to Health and Safety issues in order to assist the contractor in adequately providing for the Health and Safety of employees on site. However, the Principal Contractor is required to ensure they stay compliant with statutory requirements and construction programs and processes and include such aspects in their Health and Safety File.

### PRIMARY HEALTH AND SAFETY COMPLIANCE

Project:

## ANNEXURE A

The Principal Contractor and Contractors must submit compliance with Annexure 'A' before commencing on work on site. **Compliance with Annexure 'A' must be maintained and proven to the Safety Agent at audits.**

NO	Document	YES	NO	N/A	COMMENTS
1.	Appointment Letter from Client				
2.	Notification of Construction				
3.	Letter of good standing				
4.	Copy of public liability				
5.	Scope of work				
6.	Tools & Machinery list				
7.	Method statements for all work				
8.	Risk Assessment Plan				
9.	Baseline Risk Assessments				
10.	Safe work Procedures				
11.	Medical certificates				
12.	All Health & Safety related policies				
13.	Section 37.2 agreement				
14.	Induction Information				
15.	Emergency plan & Numbers				
16.	Fall Protection plan				
17.	Health & Safety Plan				
18.	Incident / Accident management Control				

NO	Document	YES	NO	N/A	COMMENTS
19.	Traffic Management Plan				
20.	Sample of all registers				
21.	Occupational Health and safety Consultant CV and Company profile				
22.	Construction building plans				
23.	Occupational Health & safety Act				
24.	Construction Regulations 2014				
25.	Toolbox talks topics				
26.	Client Health & Safety specs				
27.	Sub-Contractor Control				
28.	Environmental management				
29.	Hazardous chemical substance list & MSDS's				
30.	Example of OHS report				
31.	Organogram				
NO	Appointment	YES	NO	N/A	COMMENTS
32.1	16.2				
32.2	Delegation of duties				
32.3	Construction manager CR 8(1)				
32.4	Ass Construction Manager CR 8(2)				
32.5	Construction supervisor CR 8(7)				
32.5	Ass Construction Supervisor CR8(8)				
32.6	Health & Safety officer CR 8(5)				
32.7	Risk Assessor CR 9(1)				
32.8	Incident / Accident Investigator GAR 9(2)				



NO	Appointment	YES	NO	N/A	COMMENTS
32.9	Contractor (sub) CR 7(2)(c )(v)				
32.10	Excavation Inspector CR 13(2)(h)				
32.11	Excavation Supervisor CR 13(1)(a)				
32.12	Fall Protection Plan Developer CR 10(1)				
32.13	Fire Equipment Inspector CR 29(h)				
32.14	Scaffold Erector CR 16(1)				
32.15	Scaffold Inspector CR 16(1)				
32.16	Scaffold Supervisor CR 16(1)				
32.17	Stacking & storage supervisor CR 28(a)				
32.18	Crane Supervisor CR 22(a)				
32.19	SHE Rep OHSACT 17(1)				
32.20	First Aider GSR 3				
32.21	Crane Operator CR 22				
32.22	Crane Supervisor CR 22				
32.23	Construction Vehicle operator CR 23				
32.24	Construction Vehicle Supervisor CR 23				
32.25	Lifting Equipment inspector Reg 18(5)				
32.26	Electrical Installation Supervisor CR 24				

NO	COVID Documents	YES	NO	COMMENTS
33.	COVID 19 Risk Assessment			
34.	COVID 19 SWP			
35.	COVID 19 Policy			
36	COVID 19 Intergraded into all plans and policies			

## OCCUPATIONAL HEALTH & SAFETY – HEALTH & SAFETY COSTS TO BE INCLUDED IN THE PRINCIPAL CONTRACTOR'S / CONTRACTORS' PRICE

Project:

### ANNEXURE B

In terms of the Construction Regulations (2014), it is Department of Economic Development, Environment, Conservation and Tourism's duty to ensure that the cost for health & safety has been provided for by the Principal Contractor, before appointment.

Acting on behalf of our Client, we require the following health & safety costs to be included by the Principal Contractor. It must be made very clear that these are just some of the health & safety costs to be included in your tender price. It is the duty of the Principal Contractor and Contractors to ensure that all aspects of the Occupational Health & safety Act 85/1993 and Construction Regulations are catered for.

**Pricing for Occupational Health and Safety measures should include the following if applicable:**

ITEM	DESCRIPTION
<b>1</b>	<b>Supply of all items of Personal Protective Clothing/Equipment &amp; ensure use thereof for full compliance</b>
1.1	Steel toe capped safety boots
1.2	Overalls
1.3	Reflective vests(high visibility)
1.4	Hard hats
1.5	Dust masks
1.6	Hearing protection
1.7	Hand gloves
1.8	Any other :Principal Contractor to specify
<b>2</b>	<b>Supply and provision of Equipment for working at Heights &amp; ensure use thereof for full compliance</b>
2.1	Fall protection equipment (Safety Harness)
2.2	Double lanyard harness
2.3	Fall protection plan
2.4	Scaffolding access ladders/toe boards/hand rails
2.5	Portable Ladders
2.6	Wind Meter
2.7	Any other: Principal Contractor to specify :
<b>3</b>	<b>Barricading: Supply &amp; install, including removal upon completion to ensure full compliance to legislation</b>
3.1	Rigid type barricading
3.2	Temporary fence barricading along perimeter of excavated area
3.3	Safety netting
3.4	Any other: Principal Contractor to specify :
<b>4</b>	<b>Related Training</b>
4.1	First Aid Training
4.2	Health and Safety Representative training
4.3	Emergency Rescue training(Height)
4.4	Hazard Identification Training
4.5	Training of Personnel working at heights

4.6	Construction Plant Training
4.7	Legal Liability(OHSACT) Training
4.8	COID ACT Training
4.9	Scaffold Erector and Inspector Training
4.10	Induction stickers for employees to place on hard hats
4.11	Any other: Contractor to specify : Working at elevated
<b>5</b>	<b>Occupational Health and Safety Administration</b>
5.1	Develop of a Site Specific Health and Safety Plan and Hazard and Risk Assessment by Competent person.
5.2	Develop of Fall Protection and Rescue Plan by a Competent Fall Protection Plan Developer.
5.3	Competent Occupational Health and Safety Officer/Consultant.
<b>6</b>	<b>Medical Surveillance</b>
6.1	Medical Certificates of fitness for all Employees by an Occupational Health Practitioner.
6.2	Medical Certificates of fitness for all EPWP Employees by an Occupational Practitioner during the duration of the Construction Project.
<b>7</b>	<b>Facilities and Equipment</b>
7.1	Sanitary facility for each sex and for every 30 workers.
7.2	Changing facilities for each sex.
7.3	Sheltered eating areas
7.4	First aid boxes
7.5	Fire extinguishers
7.6	Waste bins
<b>8</b>	<b>Safety Signage</b>
8.1	Sufficient and adequate safety signage on constructions site and at all flammable stores.
<b>9</b>	<b>COVID 19</b>
9.1	Signages
9.2	Sanitizer
9.3	Waste bins
9.4	Safety transport for COVID 19

## ANNEXURE C

The Occupational health and Safety File must consist out of the following documentation:  
**INDEX**

### File 1( Legal file)

1. Client Mandatory Agreement & PC Appointment
2. Dept. Labour & Employment Documentation (COID) / UIF
3. Client Specifications
4. Scope of Work
5. Tools & Machinery List
6. HIRA Guide & Procedure
7. Client Baseline Risk Assessment
8. Medical Certificates
9. Health and Safety Related Policy's
10. Sub-Contractor Management
11. Emergency Preparedness and Emergency Numbers
12. Fall protection & Rescue Plan
13. Health and Safety Plan
14. Reporting of Injuries and Incidents
15. Environmental management
16. Occupational Health and Safety Organogram
17. Occupational Health and Safety Appointments
18. Employee Id Copies
19. Employee Particulars
20. Certificates of all lifting equipment

## File 2 ( Work File)

1. Toolbox Talks
2. Registers & Checklists
3. Induction Training
4. Safe Work Procedures (SWP'S)
5. Issue based Risk Assessments
6. Method statements
7. COVID 19 workplace management plan
8. COVID 19 Baseline Risk Assessment & SWP
9. Emergency Numbers
10. Material safety data sheets (MSDS's)
11. Baseline Risk Assessments
12. OHS Reports
13. SHE committee meeting minutes
14. Occupational health & safety Act
15. Construction regulations 2014

## ANNEXURE D

### OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (Regulation 4 of the Construction Regulations. 2014)

#### NOTIFICATION OF CONSTRUCTION WORK

1. (a) Name and postal address of principal contractor:

---

(b) Name and tel. No of principal contractor's contact person:

---

2. Principal contractor's compensation registration number:

---

3. (a) Name and postal address of client:

---

(b) Name and tel. No of client's contact person or agent:

---

4. (a) Name and postal address of designer(s) for the project:

---

(b) Name and tel. No of designer(s) contact person:

---

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulation 8(1).

---

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 8(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.

Total: \_\_\_\_\_ Male: \_\_\_\_\_ Female: \_\_\_\_\_

12. Planned number of contractors on the construction site accountable to principal

Contractor: \_\_\_\_\_

13. Name(s) of contractors already selected.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Principal Contractor

Date

Client's Agent (where applicable)

Date

Client

Date

➤ THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

➤  
**Copies:**

1. Original to **Department of Labour**
2. Copy on Health and Safety File



## Wind record register

Person Recording	Wind speed	Location on site	Date	Time	Signature

[illegible]

Project Closeout documents that need to be scanned

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

**Health and Safety close out file requirements include:**

- a) Client H&S Specification
- b) Principal Contractor's OHS Plan
- c) Organograms
- d) Legal Appointments
- e) Notification to Department of Labour of commencement of work
- f) Letters of Good Standing for the Project
- g) Incident Records
- h) Non- Conformance records
- i) Agent's Audits
- j) Method Statements
- k) Risk assessments
- l) Safe work procedures
- m) Medical surveillance certificates of fitness. Medical records are to be kept according to the OH&S Act as amended.
- n) All drawings for temporary structures (suspended beams/scaffolds etc)
- o) Copies of test results, policies and procedures for environmental monitoring (silica, noise, dusts etc.)

**Defect and Liability Period**

The H&S files are to be kept 'live' for the defect and liability period by the Principal Contractor. Any work required during the defect and liability period will require an assessment of the H&S file by the OH&S Agent prior to any work commencing.



# RisCon Consultants

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## BASELINE HAZARD IDENTIFICATION AND RISK ASSESSMENT



Configuration Management			
Prepared By	Riscon Consultants	Register Number	RC 07112022
Approved By	J. Heyneke CHSO/1518/2018	Revision	13/10/2023
Issue Date	07/11/2022	Project	Taung Skull Power house Fencing and Gatehouse
Approval by Client		Date	
Acceptance by PC		Date	

## 2. Methodology

BASELINE RISK MATRIX		HAZARD EFFECT / CONSEQUENCE				
Loss Type		1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
Timeline		No impact on overall project timeline	May result in overall project timeline overrun of less than 5%	May result in overall project timeline overrun of between 5% and less than 20%	May result in overall project timeline overrun of between 20% and less than 50%	May result in overall project timeline overrun of 50% or more
Budget		No impact on the budget of the project	May result in overall project budget overrun of less than 5%	May result in overall project budget overrun of between 5% and less than 20%	May result in overall project budget overrun of between 20% and less than 50%	May result in overall project budget overrun of 50% or more
Investment Return – NPV loss		Less than R5m	R5m to less than R50m	R50M to less than R500m	R500m to R5b	R5b or more
Quality		No impact on quality	Minimal quality issues that can be addressed in a short timeframe with minimal interactions	Some quality issues that require immediate management action	Significant quality issues that require senior project management interaction	Significant quality issues that require sponsorship intervention with significant resource and cost implications for rework
Safety / Health		First aid case / Exposure to minor health risk	Medical treatment case / Exposure to major health risk	Lost time injury / Reversible impact on health	Single fatality or loss of quality of life / Irreversible impact on health	Multiple fatalities / Impact on health ultimately fatal
Environment		Minimal environmental harm – L1 incident	Material environmental harm – L2 incident remediable short term	Serious environmental harm – L2 incident remediable within LOM	Major environmental harm – L2 incident remediable post LOM	Extreme environmental harm – L3 incident irreversible
Legal & Regulatory		No legal impact	Minor legal concerns with minor impact	Some legal concerns with manageable level of impact	Serious legal concerns and significant impact on operations	Legal non-compliance with risk of shutdown of operations with significant cost impacts
Reputation / Social / Community		Slight impact - public awareness may exist but no public concern	Limited impact - local public concern	Considerable impact - regional public concern	National impact - national public concern	International impact - international public attention
LIKELIHOOD		RISK RATING				
5 Almost Certain	The unwanted event has occurred frequently; has a 90% and higher probability of reoccurring	11 Medium	16 Significant	20 Significant	23 High	25 High
4 Likely	The unwanted event has a probability of between 60% and less than 90% of occurring	7 Medium	12 Medium	17 Significant	21 High	24 High
3 Possible	The unwanted event has a probability of between 30% and less than 60% of occurring	4 Low	8 Medium	13 Significant	18 Significant	22 High
2 Unlikely	The unwanted event has a probability of between 1% and less than 30% of occurring	2 Low	5 Low	9 Medium	14 Significant	19 Significant
1 Rare	The unwanted event has never occurred, has a probability of less than 1% of occurring	1 Low	3 Low	6 Medium	10 Medium	15 Significant

### 3. Hazard Identification, Risk Assessment and determining controls.

The organization shall establish, implement and maintain a procedure(s) for the on-going hazard identification, risk assessment, and determination of necessary controls.

The procedure(s) for hazard identification and risk assessment shall consider:

- a) routine and non-routine activities;
- b) activities of all persons having access to the workplace (including contractors and visitors);
- c) human behaviour, capabilities and other human factors;
- d) identified hazards originating outside the workplace capable of adversely affecting the health and safety of persons under the control of the organization within the workplace;
- e) hazards created in the vicinity of the workplace by work-related activities under the control of the organization;
- f) infrastructure, equipment and materials at the workplace, whether provided by the organization or others;
- g) changes or proposed changes in the organization, its activities, or materials;
- h) modifications to the OH&S management system, including temporary changes, and their impacts on operations, processes, and activities;
- i) any applicable legal obligations relating to risk assessment and implementation of necessary controls;
- j) the design of work areas, processes, installations, machinery/equipment, operating procedures and work organization, including their adaptation to human capabilities;

The organization's methodology for hazard identification and risk assessment shall:

- a) be defined with respect to its scope, nature and timing to ensure it is proactive rather than reactive; and
- b) Provide for the identification, prioritization and documentation of risks, and the application of controls, as appropriate.

For the management of change, the organization shall identify the OH&S hazards and OH&S risks associated with changes in the organization, the OH&S management system, or its activities, prior to the introduction of such changes.

When determining controls, or considering changes to existing controls, consideration shall be given to reducing the risks according to the following hierarchy:

### 4. Hazard Identification, Risk Assessment and Controls

Before construction start, the Baseline Risk Assessment is a theoretical assessment before the construction start in order to highlight the foreseen hazards, but this is not intended to be seen as an absolute 100% of hazards that may occur.

The Principal Contractor of their appointed Contractor should take this and whatever hazards that may be presented, due to the unique process which get used to execute the specific construction activity.

## **BASELINE RISK ASSESSMENT**

This Baseline Risk Assessment provides recommendations regarding the control measures, it is however the Principal Contractors duties to ensure that detailed control measures are addressed in the applicable unique Risk Assessment by the Principal Contractor or their appointed Contractors. The risk rating is deliberately rated high because there are no controls in this and without the required controls the possibility of the potential risk is extremely high, as indicated.

NO	HAZARD/ITEM	RISK ASSOCIATED WITH HAZARD	CONSEQUENCES	RR	HOW IS HAZARD TO BE DEALT	BY WHOM	BY WHEN
<b>1</b>	<b>PRE-CONSTRUCTION</b>						
<b>1(a)</b>	<b>FILE APPROVAL AND ADMINISTRATIVE REQUIREMENTS</b>						
	No file approval as per OHS requirements and Client specifications	<ul style="list-style-type: none"> <li>• Work commencing prior to file being available and approved.</li> <li>• No valid registration with COID</li> <li>• Expired documentation (e.g., competencies, equipment load test, medicals)</li> <li>• Documentation not available or approved as per required Client Spec and OHS Act and Regulations</li> </ul>	<ul style="list-style-type: none"> <li>• Construction delays</li> <li>• Penalties</li> <li>• Contravention notice from DOL</li> </ul>	<b>21</b>	Riscon Recommendation <ul style="list-style-type: none"> <li>• No work commencement until approval has been signed off.</li> <li>• Client Health and Safety Specification</li> <li>• Baseline Risk Assessment</li> <li>• Site conditions evaluation.</li> </ul>	<ul style="list-style-type: none"> <li>– Client</li> <li>– Project Manager</li> <li>– Appointed OHS Consultant</li> <li>– Principal Contractor</li> </ul>	Before Principal Contractor establish site
	Legal appointments and competency	<ul style="list-style-type: none"> <li>• Employees appointed not in possession of required or valid competencies as per Client Spec and the OHS Act and Regulations</li> <li>• Appointment not as per legal requirements</li> </ul>	<ul style="list-style-type: none"> <li>• Construction delays</li> <li>• Penalties</li> <li>• Contravention notice from DOL</li> </ul>	<b>21</b>	Riscon Recommendation <ul style="list-style-type: none"> <li>• No work commencement until approval has been signed off.</li> <li>• Client Health and Safety Specification</li> <li>• Baseline Risk Assessment</li> </ul>	<ul style="list-style-type: none"> <li>– Client</li> <li>– Project Manager</li> <li>– Appointed OHS Consultant</li> <li>– Principal Contractor</li> </ul>	Before Principal Contractor establish site

		<ul style="list-style-type: none"> <li>Lack of experience for appointed positions</li> </ul>					
	Required legal documentation as per OHS Act and Regulations	<ul style="list-style-type: none"> <li>Documentation does not site specific.</li> <li>Policies and procedure not in place and approved.</li> <li>Employees not trained in policies and procedures and legal requirements</li> </ul>	<ul style="list-style-type: none"> <li>Construction delays</li> <li>Penalties</li> <li>Contravention notice from DOL</li> </ul>	21	<p>Riscon Recommendation</p> <ul style="list-style-type: none"> <li>No work commencement until approval has been signed off.</li> <li>Client Health and Safety Specification</li> <li>Baseline Risk Assessment</li> <li>Training needs analysis to be conducted by contractors.</li> <li>Communication of required documentation</li> </ul>	<ul style="list-style-type: none"> <li>Client</li> <li>Project Manager</li> <li>Appointed OHS Consultant</li> <li>Principal Contractor</li> </ul>	Before Principal Contractor establish site
	Risk identification	<ul style="list-style-type: none"> <li>Method of works not site specific.</li> <li>Risk identification not in place or conducted.</li> <li>Risk identification does not site specific.</li> <li>Risk controls not sufficient</li> <li>Risk assessor not competent</li> <li>Continuous risk evaluation not conducted</li> </ul>	<ul style="list-style-type: none"> <li>Construction delays</li> <li>Penalties</li> <li>Contravention notice from DOL</li> </ul>	21	<p>Riscon Recommendation</p> <ul style="list-style-type: none"> <li>No work commencement until approval has been signed off.</li> <li>Client Health and Safety Specification</li> <li>Baseline Risk Assessment</li> <li>Method statement of tasks</li> <li>Site conditions evaluation</li> </ul>	<ul style="list-style-type: none"> <li>Client</li> <li>Project Manager</li> <li>Appointed OHS Consultant</li> <li>Principal Contractor</li> <li>Competent risk assessor</li> </ul>	Before Principal Contractor establish site



	Induction and medical certificate of fitness	<ul style="list-style-type: none"> <li>• Employees entering the site not being inducted.</li> <li>• Visitors entering site not being inducted / signing visitors' induction form.</li> <li>• Induction being conducted on employees without them being in possession of a valid medical certificate of fitness in form of annexure 3. The medical must be conducted by a registered Occupational Health Practitioner</li> <li>• Construction vehicles and mobile plant operators entering the site without being inducted.</li> <li>• Driver or delivery vehicles not made aware of the specific site conditions.</li> <li>• Employees being inducted without valid work permits / certified ID copies.</li> </ul>	<ul style="list-style-type: none"> <li>• Construction delays</li> <li>• Penalties</li> <li>• Contravention notice from DOL</li> </ul>	21	<p>Riscon Recommendation</p> <ul style="list-style-type: none"> <li>• Site induction can only be done with an employee if the required up to date medical is presented at the induction.</li> <li>• Medical fitness certificates must be validated by the principal contractor to ensure adherence to minimum requirements and validity of the document.</li> <li>• Each person's ID or valid work permit must be inspected before induction can be allowed on site for the individual.</li> </ul>	<ul style="list-style-type: none"> <li>– Client</li> <li>– Project Manager</li> <li>– Appointed OHS Consultant</li> <li>– Principal Contractor</li> </ul>	Before Principal Contractor establish site
	List of employees and contractors	<ul style="list-style-type: none"> <li>• Number of employees on site not listed on employee lists.</li> </ul>	<ul style="list-style-type: none"> <li>• Construction delays</li> <li>• Penalties</li> <li>• Contravention notice from DOL</li> </ul>	21	<p>Riscon Recommendation</p> <ul style="list-style-type: none"> <li>• Record all employees working</li> </ul>	<ul style="list-style-type: none"> <li>– Client</li> <li>– Project Manager</li> <li>– Appointed OHS Consultant</li> <li>– Principal Contractor</li> </ul>	Before Principal Contractor establish site

		<ul style="list-style-type: none"> <li>Number of contractors on site not listed on contractor list.</li> <li>Employee and contractor list not being updated as required.</li> </ul>			<ul style="list-style-type: none"> <li>on site on the employee list.</li> <li>Record all contractors on site on an updated contractor list.</li> <li>Enter new employees and contractors on the list as soon as they have received the site induction.</li> </ul>		
	Notification of construction work- DOL	<ul style="list-style-type: none"> <li>Construction work commencing without an approved notification.</li> <li>Notification application not submitted to DOL within the prescribed timeframe</li> </ul>	<ul style="list-style-type: none"> <li>Construction delays</li> <li>Penalties</li> <li>Contravention notice from DOL</li> </ul>	21	<p>Riscon Recommendation</p> <ul style="list-style-type: none"> <li>The Client cannot allow any work to commence without a valid (stamp) notification of construction work in place.</li> </ul>	<ul style="list-style-type: none"> <li>Client</li> <li>Project Manager</li> <li>Appointed OHS Consultant</li> <li>Principal Contractor</li> </ul>	Before Principal Contractor establish site
	Client and Designer duties	<ul style="list-style-type: none"> <li>Client not following requirements as stipulated in the regulations.</li> <li>Designers not appointed in writing and not made aware of their duties.</li> <li>Designers not following their legal duties throughout the project</li> </ul>	<ul style="list-style-type: none"> <li>Construction delays</li> <li>Penalties</li> <li>Contravention notice from DOL</li> </ul>	21	<p>Riscon Recommendation</p> <ul style="list-style-type: none"> <li>Client to follow legal requirements as stipulated in the regulations before and during the construction process.</li> <li>Designers on the project to sign agreement in acknowledgement of their duties on the project.</li> </ul>	<ul style="list-style-type: none"> <li>Client</li> <li>Project Manager</li> <li>Appointed OHS Consultant</li> <li>Appointed Designer.</li> </ul>	Before Principal Contractor establish site

					<ul style="list-style-type: none"><li>• Designers to conduct the required inspections and review the required documentation as stipulated in the regulations</li></ul>		
1(b)	SITE ESTABLISHMENT						
	Fencing construction site	<ul style="list-style-type: none"><li>• The erector must follow the specific position as required.</li><li>• When digging for fence poles, services can be damage.</li><li>• When post get knocked in it can damage services</li><li>• Ergonomics</li></ul>	<ul style="list-style-type: none"><li>• Hand and back injuries</li><li>• Physical injuries</li><li>• Incorrect manual handling</li><li>• Lost time injuries</li><li>• Medical treatment cases</li><li>• Interruption of services</li></ul>	13	<p>Riscon Recommendation</p> <ul style="list-style-type: none"><li>• The site fence must be a minimum of 1.8 m high.</li><li>• Fence installation areas to be demarcated with netting when post and fence is being installed</li><li>• Employees must not lift more that ¾ of their weight alone</li></ul>	<ul style="list-style-type: none"><li>– Construction Manager</li><li>– Project Manager</li><li>– Contractor Safety Officer.</li></ul>	During the erection of fence
	Security	<ul style="list-style-type: none"><li>• No security in place at entrances to construction site</li></ul>	<ul style="list-style-type: none"><li>• Unauthorized entry to site</li><li>• Injuries to unauthorized people on site</li><li>• Theft of materials and equipment</li></ul>	13	<p>Riscon Recommendation</p> <ul style="list-style-type: none"><li>• The principal contractor must appoint full time security personnel to control the access onto the site at all times.</li><li>• Dedicated access control sign books to be available for visitors sign ins.</li></ul>	<ul style="list-style-type: none"><li>– Construction Manager</li><li>– Project Manager</li></ul>	Duration of construction phase

	Temporary water supply	<ul style="list-style-type: none"> <li>No proper water supplies available on site</li> </ul>	<ul style="list-style-type: none"> <li>Hygiene related diseases</li> </ul>	13	<p>Riscon Recommendation</p> <ul style="list-style-type: none"> <li>Only clean water may be used for human consumption and must be marked as safe to be used.</li> <li>Contaminated water areas to be indicated as unsafe for used.</li> </ul>	<ul style="list-style-type: none"> <li>Construction Manager</li> <li>Project Manager</li> </ul>	Duration of construction phase
	Temporary power supply	<ul style="list-style-type: none"> <li>No COC available for temporary electrical connection used on site.</li> <li>Temporary DB not installed in accordance with legal requirements</li> </ul>	<ul style="list-style-type: none"> <li>Loss of production time</li> <li>Fatality due to electrical</li> <li>Damage of equipment</li> <li>Fire</li> </ul>	13	<p>Riscon Recommendation</p> <ul style="list-style-type: none"> <li>Electrical installations can only be utilized once COC is issued.</li> <li>Electrical installations must be inspected weakly.</li> <li>Electrical installations must only be done by appointed electrical contractor</li> </ul>	<ul style="list-style-type: none"> <li>Construction Manager</li> <li>Project Manager</li> <li>Contractor Safety Officer</li> </ul>	
	Labour control	<ul style="list-style-type: none"> <li>Ensure a proper labour contract is signed with all temporary labourers.</li> <li>Sub-standard time keeping and attendance records.</li> <li>All staff employed on site must have a</li> </ul>	<ul style="list-style-type: none"> <li>Legal disputes and strikes.</li> <li>Persons remaining on site after the official end of shift time could be injured.</li> </ul>	13	<ul style="list-style-type: none"> <li>Signed copies of labour contracts are kept on file in the site office.</li> <li>Attendance registers are kept at the main offices.</li> </ul>	<ul style="list-style-type: none"> <li>Construction Manager</li> <li>CLO</li> <li>OHS Officer</li> </ul>	Before construction commences

		medical fitness certificate	<ul style="list-style-type: none"> <li>Medically unfit persons deployed illness / heart attacks / fatality</li> </ul>		<ul style="list-style-type: none"> <li>Copies of medical certificates kept on file in site office</li> </ul>		
	<p>Incompetent persons</p> <p>Uncontrolled site establishment activities</p> <p>Incorrect stacking procedures</p>	<ul style="list-style-type: none"> <li>Injuries during off loading</li> <li>Damage to property and or vehicles</li> <li>Cuts and burns.</li> <li>Rushed activities.</li> <li>Incorrect supervision</li> <li>Management team not identifying existing services.</li> <li>Trip and fall.</li> <li>Cuts</li> <li>Collapsing of stacks</li> <li>Incorrect manual handling – back injuries</li> </ul>	<ul style="list-style-type: none"> <li>Hand and back injuries</li> <li>Dropping of equipment</li> <li>Physical injuries</li> <li>Incorrect manual handling</li> <li>Potentially fatal accidents</li> <li>Loss of limbs</li> <li>Lost time injuries</li> <li>Medical treatment cases</li> <li>Financial claims</li> </ul>	12	<p>Riscon Recommendation</p> <ul style="list-style-type: none"> <li>The principal contractor must ensure that site is established at the correct location as identified by the Client.</li> <li>Principal contractor's OHS file must be approved prior to site establishment begins – aligned to New Construction Regulation 2014</li> <li>All workers on site must be declared medically fit by an Occupational Health Practitioner. (Annexure 3)</li> <li>Site –induction must be given to all employees to make them aware of the specific hazards.</li> <li>Proof of this should be placed on the OHS File.</li> </ul>	<ul style="list-style-type: none"> <li>Construction Manager</li> <li>Contractor Safety Officer</li> <li>Construction Manager</li> </ul>	Before construction commences

					<ul style="list-style-type: none"><li>• Before the commencement of this phase a site-specific risk assessment must be conducted by a competent risk assessor.</li><li>• All the employees involved must be inducted on the risks; proof of this would be signing off on these risks.</li><li>• Site specific safe work procedures must be followed during these activities.</li><li>• Relevant toolbox talks must also be held with employees.</li><li>• The contractor must ensure that the correct serviceable tools are available during this phase.</li><li>• Employees must be issued with correct PPE before works begin.</li></ul>		
	Offloading heavy equipment and containers with mobile cranes.	<ul style="list-style-type: none"><li>• Defective mobile crane can cause accidents.</li><li>• Damage lifting tackle.</li></ul>	<ul style="list-style-type: none"><li>• Serious injury and fatalities</li><li>• Standing time</li><li>• Lost time injuries</li></ul>	13	Riscon Recommendation <ul style="list-style-type: none"><li>• All lifting equipment including the mobile</li></ul>	<ul style="list-style-type: none"><li>– Construction Supervisor</li><li>– Lifting tackle Inspector</li></ul>	During site establishment

		<ul style="list-style-type: none"> <li>• Unsecure offloading area could cause accidents.</li> <li>• Damage to property</li> </ul>	<ul style="list-style-type: none"> <li>• 1<sup>st</sup> Aid medical treatment cases</li> <li>• Financial implications</li> </ul>		<ul style="list-style-type: none"> <li>• crane must be checked before allowed on site.</li> <li>• Ensure that the correct mobile crane to be used for the offloading process.</li> <li>• Safe Working Load must be clearly displayed on the crane.</li> <li>• Load test certificate will be submitted to the client.</li> <li>• Rope and or sling certificates must be submitted to the client.</li> <li>• Only competent operators will be allowed to operate the mobile crane.</li> <li>• Daily checks as per checklist by operator.</li> <li>• Should a service provider be used these documentations must be approved by the principal contractor's OHS Officer.</li> <li>• Copies must be put on the OHS file.</li> <li>• Lifting tackle to be inspected daily.</li> </ul>	<ul style="list-style-type: none"> <li>– Construction OHS officer</li> </ul>	
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					<ul style="list-style-type: none"><li>• Material to be stacked on firm and level ground.</li><li>• Stacking to be supervised by a competent supervisor.</li><li>• Adequate storage area to be provided.</li><li>• All unstable stacks to be dismantled and stacked over, in pre-determined area</li></ul>		
	Housekeeping:	<ul style="list-style-type: none"><li>• Inadequate storing facilities.</li><li>• Damage to material and equipment.</li><li>• Accumulation of waste.</li><li>• Environment pollution.</li><li>• Facilities for employees.</li><li>• Electrical installations</li></ul>	<ul style="list-style-type: none"><li>• Serious injuries</li><li>• Electrocution</li><li>• Environmental impact</li><li>• Personal injuries</li><li>• Lost time in production</li><li>• Damage to equipment and material.</li><li>• Injuries to occupants and visitors</li></ul>	9	<p>Riscon Recommendation</p> <ul style="list-style-type: none"><li>• Use site establishment checklist to ensure compliance with all items.</li><li>• Toilet facilities &amp; staff welfare as per Construction Reg 2014</li><li>• Toilets 1:30(regular service)</li><li>• Correct storing facilities for hazardous chemicals.</li><li>• Correct signage for all storage of hazardous materials</li><li>• Proper storing facilities for tool and equipment.</li></ul>	<ul style="list-style-type: none"><li>– Construction Supervisor</li><li>– Staff Welfare Inspector</li><li>– Safety Officer</li><li>– Qualified Electrician.</li></ul>	During Site Establishment/ Ongoing



					<ul style="list-style-type: none"> <li>• Adequate waste bins available.</li> <li>• Regular cleaning of these bins</li> <li>• Waste recycling is encouraged.</li> <li>• A COC certificate for temporary electrical installations by a register competent electrician.</li> </ul>		
2. CIVILS WORKS							
NO	HAZARD/ITEM	RISK ASSOCIATED WITH HAZARD	CONSEQUENCES	RR	HOW IS HAZARD TO BE DEALT	BY WHOM	BY WHEN
1.	ESTABLISH TEMPORARY PARKING AREA	<ul style="list-style-type: none"> <li>• Offloading machinery could lead to damage to property and equipment</li> <li>• Falling machinery from lowbed Workers hit by machinery</li> </ul>	<ul style="list-style-type: none"> <li>• Serious injury</li> <li>• Fatality</li> <li>• Lost time injury</li> </ul> First aid treatment cases	21	<ul style="list-style-type: none"> <li>• Method statement</li> <li>• Issue base risk assessments</li> <li>• Offloading procedures</li> <li>• Qualified operators</li> <li>• Check operator's medicals</li> <li>• Pre- start checklist</li> <li>• Supervision</li> <li>• Correct PPE</li> </ul>	– Construction Supervisor Construction OHS Officer	
2.	USING MOTOR GRADER; TLB; EXCAVATOR; WATER TRUCK; ROLLER COMPACTOR; TIPPER TRUCKS	<ul style="list-style-type: none"> <li>• Employees hit with machinery</li> <li>• Breakdowns</li> <li>• Oil spillage</li> <li>• Poor workmanship</li> <li>• Poor visibility due to dust</li> <li>• Ergonomics</li> </ul>	<ul style="list-style-type: none"> <li>• Fatalities</li> <li>• Lost time injuries</li> <li>• Serious injuries</li> <li>• First aid treatment cases</li> </ul> Production time lost	21	<ul style="list-style-type: none"> <li>• Method Statements</li> <li>• Issue base risk assessments</li> <li>• Induction all employees</li> <li>• Medicals of operators</li> <li>• Qualified operators</li> <li>• Pre- start checklist of machinery</li> </ul>	– Construction Supervisor – Construction OHS Officer Qualified operators.	

					<ul style="list-style-type: none"> <li>• Identify lay-down area</li> <li>• Supervision</li> <li>• Plant seats need to be maintained</li> </ul>		
3.	INSTALLATION OF STORM WATER DRAINAGE	<ul style="list-style-type: none"> <li>• Trip and fall into excavations</li> <li>• Falling concrete pipes while offloading</li> <li>• Poor quality workmanship</li> <li>• Employees buried in trenches</li> </ul>	<ul style="list-style-type: none"> <li>• Fatalities</li> <li>• Serious injuries</li> <li>• Lost times injuries</li> <li>• Standing time due to poor workmanship and work to repeat.</li> </ul>	19	<ul style="list-style-type: none"> <li>• Method statements</li> <li>• Issue base risk assessments</li> <li>• Employees must be visible always</li> <li>• Direct supervision.</li> </ul>	<ul style="list-style-type: none"> <li>– Construction Supervisor</li> <li>– Construction OHS Officer</li> <li>– Qualified operators.</li> </ul>	
4.	DEEP EXCAVATIONS AND TRENCHES	<ul style="list-style-type: none"> <li>• Excavate with excavator to the specific level</li> <li>• Trip and fall</li> <li>• Collapsing soil</li> <li>• Machine struck employees</li> <li>• Hand injuries by excavation by hand</li> <li>• Incorrect manual handling</li> <li>• Ergonomics</li> </ul>	<ul style="list-style-type: none"> <li>• Fatalities</li> <li>• Serious injuries</li> <li>• Lost times injuries</li> <li>• Accidents due to defective machines</li> <li>• Damaging services</li> <li>• Over excavation</li> <li>• Dust</li> <li>• Electrocution when damaging electrical services</li> <li>• Damage to services</li> <li>• Employees not visible to machine operator</li> </ul>	13	<ul style="list-style-type: none"> <li>• Method statements</li> <li>• Issue base risk assessments</li> <li>• Employees must be visible always</li> <li>• Direct supervision.</li> <li>• Well trained operators</li> <li>• Level on survey profiles clearly indicated</li> <li>• Proper communication between supervisor and operators</li> <li>• Induct employees on safe working procedures</li> <li>• All excavations must be inspected daily</li> <li>• Provide ladders ever 6 m for access in</li> </ul>	<ul style="list-style-type: none"> <li>– Construction Supervisor</li> <li>– Excavation Supervisor</li> <li>Construction OHS Officer</li> </ul>	

			<ul style="list-style-type: none"> <li>• Material falling in excavations while employees are working in excavations</li> <li>• Inadequate access and exit points Employees may strain muscles to get into or out of excavations</li> </ul>		<ul style="list-style-type: none"> <li>• and out of excavations deeper than 1.5 m</li> <li>• Excavated material to be placed away from side of excavation</li> <li>• Sides of excavation to be shored (if necessary) and barricaded immediately</li> <li>• Excavations should be backfilled as soon as possible after excavation</li> <li>• Keep area barricaded with hard barricading until backfill is done</li> <li>• Employees must not work in bended (unnatural posture) for prolong times</li> </ul>		
3. CONSTRUCTION							
NO	HAZARD/ITEM	RISK ASSOCIATED WITH HAZARD	CONSEQUENCES	RR	HOW IS HAZARD TO BE DEALT	BY WHOM	BY WHEN
1.	REINFORCING CONCRETE	<ul style="list-style-type: none"> <li>• Filling material</li> <li>• Concrete dust inhalation</li> <li>• Skin irritation (dermatitis)</li> <li>• Unsecure retaining wall</li> <li>• Sharp edges</li> </ul>	<ul style="list-style-type: none"> <li>• Cuts; bruises; hand injuries due to steel work activities</li> <li>• Medical treatment cases</li> <li>• Serious injuries to back due to</li> </ul>	13	<ul style="list-style-type: none"> <li>• Quailed steel fixers</li> <li>• Induct workers on MSDS for concrete dust</li> <li>• Correct PPE for task</li> <li>• Correct gloves for steel fixing</li> <li>• Toolbox talks</li> </ul>	<ul style="list-style-type: none"> <li>- Construction supervisor</li> <li>- Construction OHS Officer</li> <li>- Excavation Supervisor</li> <li>- Hazardous Chemical Supervisor</li> </ul>	

		<ul style="list-style-type: none"> <li>Ergonomics</li> </ul>	inadequate manual handling procedures <ul style="list-style-type: none"> <li>Lost time injuries</li> <li>First aid treatment cases.</li> </ul>		<ul style="list-style-type: none"> <li>Direct supervision</li> <li>Correct tools for the task.</li> <li>Employees shall as far as possible fix steel in a lifted position to limit the bending over to work</li> </ul>	
2.	FORMWORK AND SHUTTERING	<ul style="list-style-type: none"> <li>Concrete in contact with skin</li> <li>Sharp edges could cut body parts</li> <li>Heavy rebar could have potential back injuries</li> <li>.</li> </ul>	<ul style="list-style-type: none"> <li>Dermatitis</li> <li>Lost time injuries</li> </ul>	9	<ul style="list-style-type: none"> <li>Method statements</li> <li>Issue base risk assessments</li> <li>Toll box talks</li> <li>Proper induction in task</li> <li>Supervision</li> </ul>	<ul style="list-style-type: none"> <li>Health and Safety representative</li> <li>Construction Supervisor</li> <li>Construction OHS officer</li> </ul>
3.	Delivery of material	<ul style="list-style-type: none"> <li>Speed of delivery vehicles</li> <li>Dumping at the wrong place</li> <li>No pointer/banks man to assist when vehicle is reversing</li> </ul>	<ul style="list-style-type: none"> <li>Damage to equipment and or property</li> <li>Production loss</li> <li>Injuries and possible fatal incidents to employees.</li> </ul>	18	<ul style="list-style-type: none"> <li>Proper supervision when deliveries take place.</li> <li>Ensure that assistance is given to driver when reversing and or dumping materials.</li> </ul>	<ul style="list-style-type: none"> <li>Construction Manager</li> <li>Health and Safety Officer</li> </ul>
4.	Traffic Management	<ul style="list-style-type: none"> <li>Machinery in road reserve</li> <li>Employees working in the road reserve.</li> <li>Obstructions in road reserve</li> </ul>	<ul style="list-style-type: none"> <li>Injuries and possible fatal injuries to employees.</li> <li>Damage to equipment</li> <li>Traffic accidents</li> <li>Damage to public vehicles</li> </ul>	20	<ul style="list-style-type: none"> <li>Approved traffic management plan</li> <li>Proper training of flag personnel</li> <li>Sufficient temporary signs available</li> <li>Maintaining of signs after hours or when no work scheduled</li> <li>All temporary signs must be in a good</li> </ul>	<ul style="list-style-type: none"> <li>Construction Manager</li> <li>Construction Supervisor</li> <li>Traffic Safety Officer</li> </ul>

					condition and SABS standard. • Traffic Safety officer must be appointed		
5.	Demolition Work	<ul style="list-style-type: none"> <li>Falling Materials</li> <li>Premature collapse of Structure</li> </ul>	<ul style="list-style-type: none"> <li>LTI</li> <li>Medical Cases / 1<sup>st</sup> Aid Cases</li> <li>May result in overall project overrun.</li> <li>Trip slip and falls.</li> <li>Serious injuries or possible fatalities</li> </ul>	18	<ul style="list-style-type: none"> <li>Demolition current method statement</li> <li>Ensure all emergency procedures are in place and all details are displayed.</li> <li>Ensure that structure demolition has been approved by designer and Construction Manager.</li> <li>All personnel must have the necessary competencies.</li> <li>Ensure at all times there is a safe means of access and egress.</li> <li>Barricades are, no unauthorised entry.</li> <li>All employees must wear the relevant PPE</li> </ul>	<ul style="list-style-type: none"> <li>Demolition Supervisor</li> <li>Construction Manager</li> </ul>	During Demolition work
6.	Excavation filling Trenches	<ul style="list-style-type: none"> <li>Hard rock material</li> <li>Risk of collapsing excavations</li> <li>Seepage of subterranean water</li> <li>Employees inhaling dangerous fumes.</li> </ul>	<ul style="list-style-type: none"> <li>Manual handling injuries</li> <li>Lost time injuries</li> <li>First aid treatments</li> </ul>	18	<ul style="list-style-type: none"> <li>Method statements</li> <li>Issue base risk assessments</li> <li>Inspections by excavation supervisor</li> <li>Proper train operators</li> </ul>	<ul style="list-style-type: none"> <li>Construction supervisor</li> <li>Construction OHS Officer</li> <li>Excavation Supervisor</li> <li>Civil Engineer</li> </ul>	Before and During task

		<ul style="list-style-type: none"> <li>• Skin contacts with hazardous substances</li> </ul>			<ul style="list-style-type: none"> <li>• Location of services</li> <li>•</li> </ul>	<ul style="list-style-type: none"> <li>• Hazardous Chemical Supervisor</li> </ul>	
9.	Regulating traffic – flagmen operations:	<ul style="list-style-type: none"> <li>• Serious injuries/ fatalities</li> <li>• Heat exposure to workers</li> <li>• Hit &amp; run accidents.</li> <li>• Flying objects form loose stones.</li> <li>• Damage to construction vehicles</li> <li>• Damage to traffic signage               <ul style="list-style-type: none"> <li>•</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• Poor visibility could lead to vehicles ignoring traffic signs.</li> <li>• Poor lay-out of signs could lead to traffic accidents (major) or fatalities.</li> <li>• Standing time</li> <li>• Flagmen ran over by speeding traffic could lead to fatality</li> </ul>	21	<ul style="list-style-type: none"> <li>• Installation of road traffic signs &amp; regulating according to installation inventory.</li> <li>• Trained flagmen</li> <li>• Flagmen working in shifts.</li> <li>• Insure good visibility at all times.</li> <li>• Radio communication between flagmen</li> <li>• Implement: Advance warning are, transition area; buffer zone; work zone termination area</li> <li>• Correct high visibility vests &amp; PPE.</li> <li>• Correct symbolic signage.</li> <li>• Certificate of compliance for flagmen</li> <li>• Correct appointments</li> <li>• Traffic Control Officer</li> <li>• Direct supervision</li> </ul>	<ul style="list-style-type: none"> <li>• Construction Supervisor</li> <li>• Flagmen: Qualified</li> <li>• Traffic control officer</li> <li>• 1<sup>st</sup> Aider</li> <li>• Emergency Coordinator</li> </ul>	Before and During task.

					<ul style="list-style-type: none"><li>Planned Job Observations</li><li>Daily start-up procedures &amp; closure</li><li>Replacement of broken traffic signs &amp; traffic cones</li></ul>		
10.	Laying of Kerbs	<ul style="list-style-type: none"><li>Offloading of kerbs</li><li>Obstruction in road reserve / side walks</li><li>Wrong placement of kerbs</li></ul>	<ul style="list-style-type: none"><li>Damage to vehicles</li><li>Inhalation of dry cement and silica dust</li><li>Hand and foot injuries</li><li>Manual handling injuries</li></ul>	18	<ul style="list-style-type: none"><li>Placement of kerbs close as possible to needed area.</li><li>Proper pvc gloves</li><li>Steel toe – capped safety shoes</li><li>Proper induction on lifting methods</li><li>Dust mask to be wear when any dust is visible.</li></ul>	<ul style="list-style-type: none"><li>Construction Supervisor</li><li>Health and safety officer</li></ul>	During the task
11.	Fire Protection	<ul style="list-style-type: none"><li>Inadequate and wrongly placed fire equipment can cause delay in dealing with fire should it occur.</li><li>Poor housekeeping</li><li>Falling objects</li><li>Hand Injuries</li><li>Back Injuries</li><li>Strains</li><li>Non-availability of fire equipment's</li><li>Untrained personnel using wrong type of equipment to extinguish the fire</li></ul>	<ul style="list-style-type: none"><li>LTI</li><li>Medical Cases / 1<sup>st</sup> Aid Cases</li><li>May result in overall project overrun.</li><li>Trip slip and falls.</li><li>Serious injuries or possible fatalities when fire gets out of control.</li><li>Damage to property</li><li>Medical treatment</li></ul>	18	<p>Riscon Recommendation</p> <ul style="list-style-type: none"><li>Adequate fire equipment to be provided and placed at suitable location.</li><li>Monthly checklist of all fire equipment's</li><li>Provide training and have fire drills periodically.</li><li>Store material in demarcated areas</li><li>Cigarettes to be extinguished properly and thrown into rubbish bins.</li></ul>	<ul style="list-style-type: none"><li>Construction Supervisor</li><li>Foreman</li><li>Fire Fighting Team</li><li>First Aider</li><li>Fire prevention supervisor</li></ul>	Ongoing

		delays in searching for fire extinguisher. • Fire alarm not functional or inaudible • Access blocked and people trapped inside, firefighting team not able to obtain access. • Shortage or non-operation of firefighting equipment • Overcrowding an exit point during fire	• Bruises, cuts, broken limb • 1 <sup>st</sup> aid case treatment • Loss of life		• Ashtrays and waste bins to be emptied daily. • Fire escape routes and assembly points to be determined and clearly marked. • All workers must use appropriate PPE, • Close supervision • Discuss risk assessment with workers. • Induction training • Toolbox talks training		
14.	Carpentry	• Working in bending positions • Ergonomic hazards to employees • Use of sharp hand tools. • Cut related injuries. • Unskilled workers	• Cuts to hands leading to minor to serious injuries. • Back injuries due to working in a bending position. • Material waste due to unskilled workers.	13	• Proper planning • Ensure sufficient rest periods. • Only used skilled employees. • Ensure tools and equipment is inspected before shift commence. Inspection registers must be completed and kept up to date.	• Site supervisor • OHS Officer – Health and Safety Reps	Ongoing
17.	Ergonomic	• Repetition movements resulting in MSD'S. • Grip force with hands, wrist, arms resulting in muscle fatigue and inflammation of the muscles and tendons.	• Lost time injury • Medical treatment incidents • Body injuries • Heat exhaustion	18	Riscon Recommendation • Employees trained to recognise MSD symptoms. • Encourage early reporting of MSD symptoms.	– Construction Supervisor – Construction OHS Officer – All employees – First aider	Ongoing



		<ul style="list-style-type: none"> <li>• Lift /lower force activities that could result in lower back injuries.</li> <li>• Working in awkward positions</li> <li>• Extreme temperatures</li> <li>• Activities that result in hand arm vibration that could result in MSD and white finger syndrome.</li> </ul>			<ul style="list-style-type: none"> <li>• Re-evaluate work procedures.</li> <li>• Ensure regular resting periods.</li> <li>• Employees need proper training in lifting practises.</li> <li>• Job task observations</li> <li>• Mechanical lifting where possible</li> <li>• Redesigned tasks</li> <li>• Trained first aider.</li> <li>• Sufficient fresh water hourly (600 ml)</li> <li>• Sunscreen should also be available.</li> <li>• Equipment with lowest vibration be used.</li> <li>• Proper maintenance schedules must be in place.</li> <li>• Proper medical surveillance program in place</li> <li>• Vibrating reducing hand gloves must be used.</li> </ul>		
18.	COVID-19	<ul style="list-style-type: none"> <li>• Public/Professional Team and employees expose to COVID – 19 Virus</li> </ul>	<ul style="list-style-type: none"> <li>• Fever</li> <li>• Tiredness</li> <li>• Dry Cough</li> <li>• Runny nose</li> <li>• Sore Throat</li> <li>• Aches and Panes</li> </ul>	22	<ul style="list-style-type: none"> <li>• COVID-19 policy in place</li> <li>• All the new works areas must be disinfected and recorded.</li> </ul>	<ul style="list-style-type: none"> <li>– COVID – 19 Compliance officers</li> <li>– Construction Manager</li> <li>– Health and Safety Officer</li> </ul>	Ongoing

			<ul style="list-style-type: none"> <li>• Business interruption</li> <li>• Financial loss</li> </ul>	<ul style="list-style-type: none"> <li>• MSDS must be available of the disinfection chemicals used.</li> <li>• All employees must be trained and inducted in terms of COVID-19.</li> <li>• Sufficient posters and information displayed at the workplace.</li> <li>• Adequate hand wash stations with soap and water and paper towels.</li> <li>• In areas where hand wash stations are not possible, hand sanitation stations should be available.</li> <li>• Sanitation chemicals should have an alcohol content of 70%</li> <li>• MSDS must be available of these sanitation chemicals.</li> <li>• Hands must be sanitised when arriving at work.</li> <li>• All visitors to the site must also be screened and sanitised.</li> <li>• This must also be recorded.</li> </ul>	<ul style="list-style-type: none"> <li>– All Employees</li> </ul>	
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					<ul style="list-style-type: none"> <li>• Social distancing of at least 1.5m must always be applied where possible.</li> <li>• Eating facilities must also arrange in such manner that 1.5m can be applied.</li> </ul>		
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RisCon Consultants



## **ADDENDUM TO CONTRACT DATA**

To the

## **THE JBCC PRINCIPAL BUILDING AGREEMENT**

**NAME OF PROJECT: PROCUREMENT OF CONTRACTOR FOR  
POWERHOUSE FENCING AND BUILDING AT  
TAUNG SKULL HERITAGE SITE FOR THE  
DEPARTMENT: ECONOMIC DEVELOPMENT,  
ENVIRONMENT, CONSERVATION AND TOURISM,  
NORTH WEST PROVINCE**

## **INTRODUCTION**

**WHEREAS**, the Independent Development Trust (“IDT”) as the Implementing Agent and on behalf of the Department: Economic Development, Environment, Conservation and Tourism, North West Province (“DEDECT”) made an Offer of Appointment and the Contractor has accepted such appointment subject to the conditions stipulated in the aforesaid Offer of Appointment Letter, which conditions include signing of the JBCC Agreement, Edition 6.2 (hereinafter referred to as “Main Agreement”).

**AND WHEREAS**, this addendum shall form part of the Main Agreement between the Employer and the Contractor.

### **1. ADDENDUM TO THE MAIN AGREEMENT**

- 1.1 This Agreement will constitute an Addendum to the Main Agreement as contemplated herein;
- 1.2 The Terms of Reference, Accepted Proposal or Tender, Standard Conditions of Tender, Special Conditions of Tender and adjusted Priced Bills of Quantities shall form part of the agreement between the Contractor and the Employer;
- 1.3 This Addendum will be deemed to incorporate, with or without variation, all the provisions of the Main Agreement, unless the context clearly requires otherwise;
- 1.4 All words and phrases used in this Addendum which are defined in the Main Agreement, will bear the same meaning assigned to them in the Main Agreement; and
- 1.5 All references in the Main Agreement to “the/this Agreement” itself, will be deemed to be references also to the Main Agreement duly amended by this Addendum.

## **1.6 Interpretations and Definition**

1.6.01 **Financial Implications** shall mean the variation amount over and above the awarded contract sum.

## **2. SPECIAL CONDITION**

If there is any conflict between the contents or any part of this Addendum and the contents or any part of the Main Agreement and other annexures, the content of this Addendum shall prevail.

## **3. WAIVER OF CONTRACTOR'S LIEN**

3.1 The Contractor hereby waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site.

3.2 The Employer, as an Organ of State, shall not be required to provide payment guarantees.

## **4. ASSIGNMENT OF RIGHTS OR OBLIGATIONS**

4.1 Neither **party** shall assign or cede rights or obligations without the written consent of the other **party**, which consent shall not be unreasonable withheld.

4.2 Where the Contractor intend to cedes any right to monies due or to become due under this agreement as security in favour of a financial institution, a written consent in accordance with clause 4.1 above, shall be obtained from the Employer prior to entering into such cession.

4.3 Any cession entered into without the necessary written consent from the either party, shall be null and void.

- 4.4 The Employer shall not consent to a cession of monies due or to become due under this agreement as security in favour of a financial institution, unless such financial institution submitted to the IDT a Valid Tax Clearance Certificate, is registered as a credit provider in terms of the National Credit Act and as a vendor in the IDT's Vendor Management System.

## **5 INTERIM PAYMENT**

- 5.1 The **Employer** shall, in accordance with clause 8.2.3 of the treasury regulation of March 2005, pay to the **Contractor** the amount certified in an interim **payment certificate** within **thirty (30) calendar days** of the date of submission of the **payment certificate**".
- 5.2 Default interest, where applicable, shall only be effective after the 31 calendar days of the date of receipt of the interim **payment certificate from the Principal Agent**.
- 5.3 The Employer shall be entitled to apply a set-off against a legitimate and liquid claim against the Contractor from which a valid invoice has been received.
- 5.4 The employer shall not make/effect any advance payment to the contractor.

## **6 TAX COMPLIANCE MEASURES**

- 6.1 The Contractor hereby grant confirmation that SARS may, on on-going basis during the contract term, disclose the Contractor's tax compliance status to the employer.
- 6.2 Should the Contractor appoint a sub-contractor to execute a portion of a work in excess of the threshold (currently 25%) prescribed by the National Treasury, the Contractor must ensure that a sub-contractor is tax complaint and remains tax compliant for the full duration of the contract. The contractor shall obtain a written consent from its sub-contractors confirming that SARS may on on-going basis

during the contract term, disclose the sub-contractor's tax compliance status to the employer.

- 6.3 The Contractor shall submit a valid tax clearance certificate or tax compliance letter with a valid pin within 10 working days from the date of expiry of the tax clearance certificate. The Employer reserve the right to demand a valid Tax Clearance Certificate or Tac Compliance Letter prior to making any payment to the Contractor, should it become aware that the tax clearance certificated has expired.
- 6.4 Unless the Employer receive a written confirmation that the Contractor has challenged its tax compliance status with SARS, the Employer shall not process any payment to the Contractor, if 30 days has lapsed since the written notice by the Employer and the Contractor has failed to remedy its tax compliance status.
- 6.5 Employer's non-payment of the Contractor's invoice in accordance with clause 6.4 above shall not absolve the contractor from performing its obligation in terms of the contract.
- 6.6 Unless the Employer receives a written confirmation that the Contractor or sub-Contractor has challenged its tax compliance status with SARS, the Employer shall be entitled to cancel the contract with the Contractor or instruct the Contractor to cancel its contract with the Sub-Contractor.
- 6.7 Where a Contractor is a JV, each party to a JV must be tax complaint and remains tax compliant for the full duration of the contract, failing which, the Employer shall invoke paragraph 6.4 or 6.6 above.

## **7. APPROVAL OF VARIATION ORDERS**

- 7.1 Upon receipt of the Variation Order (VO), the Principal Agent must professionally consider the merits of the Variation Order and make a recommendation to the Employer.



- 7.2 The Principal Agent shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.
- 7.3 The Employer must communicate the approval of a Variation Order in writing to the Principal Agent and the Principal Agent shall, upon receipt of confirmation of the approval of the VO, issue the necessary Contract Instruction to the contractor to undertake the works.
- 7.4 The Contractor shall not commence with any Variation Order Works without the written approval of the Variation Order from the Employer, except under circumstances mentioned in paragraph 7.2 above.
- 7.5 Should the Contractor undertake the Variation Order Works without the necessary written approval of the Variation Order from the Employer, the Contractor shall be entirely liable for any financial and any related implications and hereby indemnify and hold harmless the Employer from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including and without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the Employer arising out of the Contractor's performance or non-performance of unauthorized works, but only to the extent caused by the negligent acts, errors or omissions of the Contractor.
- 7.6 The Contractor shall not accept any instructions from any party, including beneficiary Department, other than the Principal Agent.

## **8. JOINT VENTURE AGREEMENT**

- 8.1 Should the Joint Venture Agreement be dissolved or any of the JV partner pull out of the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.
- 8.2 Should the Employer decide not to terminate the contract upon the dissolution of the JV Agreement and the replacement JV partner does not meet the BBBEE threshold stipulated in the tender document, the IDT shall be entitled to cancel the contract with immediate effect.
- 8.3 Should the BBBEE status of the Joint Venture be changed to a lower rate than the bidding rate, based on legislation applicable at the closing date of the tender, the IDT shall be entitled to cancel the contract.

## **9. BREACH**

- 9.1 In the event that the contractor: -
  - 9.1.1 commits an act of insolvency; or
  - 9.1.2 is placed under a provisional or final winding-up or judicial management order; or
  - 9.1.3 is placed under or applied for business rescue; or
  - 9.1.4 makes an assignment of more than 25% of either its right and/or its obligation for the benefit of the third party without the written consent of the employer; or

9.1.5 the Contractor is registered or fails to renew his registration with the CIDB or changes directorship during the course of the project, resulting in the contravention of BBBEE statutory requirement; or

9.1.6 fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice,

then the Employer will be entitled to terminate the Agreement on written notice.

## 10. SECURITY

10.1 The **employer** has selected the **security, in terms of clause 11.0**, which is a variable **construction guarantee**. This guarantee is to be issued by the **contractor**:

10.1.1 The **contractor** shall furnish the **employer** with a variable **construction guarantee** equal in value to ten per cent (10%) of the **contract sum** within twenty-one (21) **calendar days** from the offer of appointment **date**;

10.1.2 Within twenty-one (21) **calendar days** of the date of **practical completion** of the **works** the **employer** shall reduce the variable **construction guarantee** to an amount equal to two per cent (2%) of the **contract value**;

10.1.3 Within twenty-one (21) **calendar days** of the date of **final completion** of the **works** the **employer** shall release the variable **construction guarantee** to the **contractor**;

10.1.4 Where the **employer** has a right of recovery against the **contractor**, the **employer** may issue a written demand in terms of the variable **construction guarantee**.

10.1.5 A variable **construction guarantee** shall only expire at **final completion** date.

10.1.6 In the event that the value of the **works** were to increase during the course of the contract by an amount of 15% or more of the **contract sum**, upon written request from the **principal agent**, the **contractor** shall immediately arrange to have the **construction guarantee** guaranteed sum increased accordingly, the verified cost of which shall be added to the **contract sum**.

Signed at ..... on this the ..... day of .....**2022**

**AS WITNESSES:**

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

\_\_\_\_\_

For and on behalf of the **Employer:**  
(.....), in his/her  
capacity as the -----

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

\_\_\_\_\_

For and on behalf of the **Employer:**  
(.....), in his/her  
capacity as the -----  
-----

Signed at ..... on this the ..... day of .....**2021**

**AS WITNESSES:**

3. \_\_\_\_\_

4. \_\_\_\_\_

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

.....

in his/her capacity as

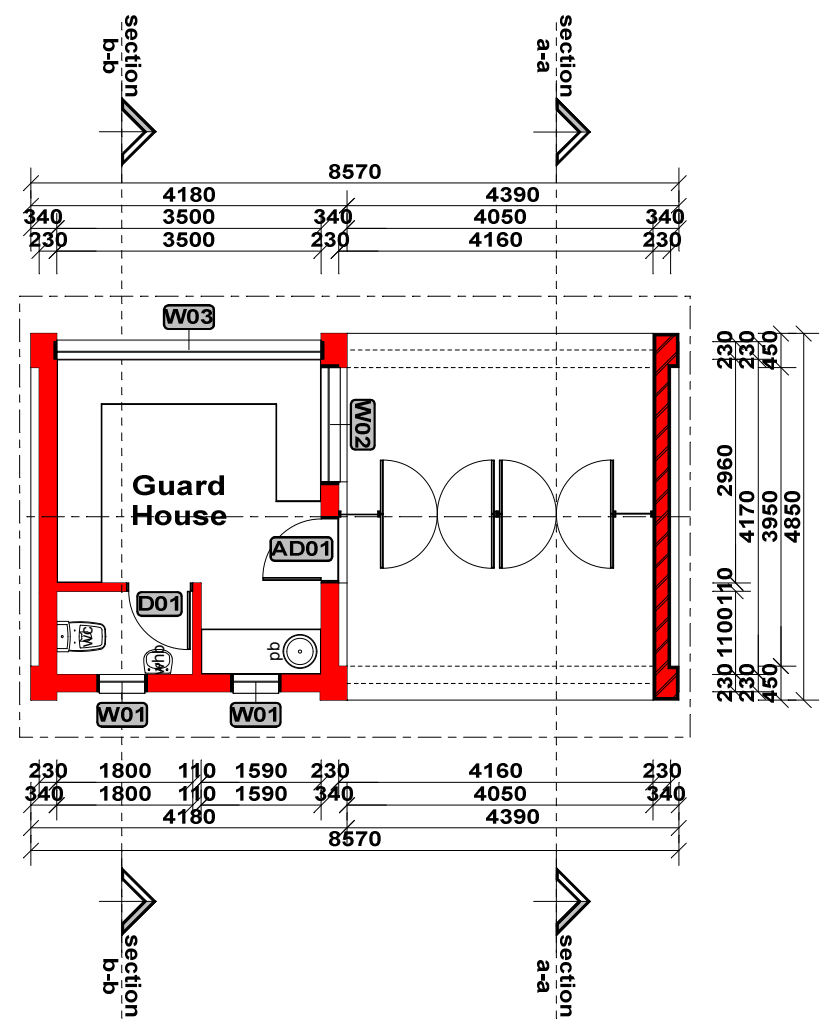
.....

, who hereby confirm that he/she is  
duly authorized.

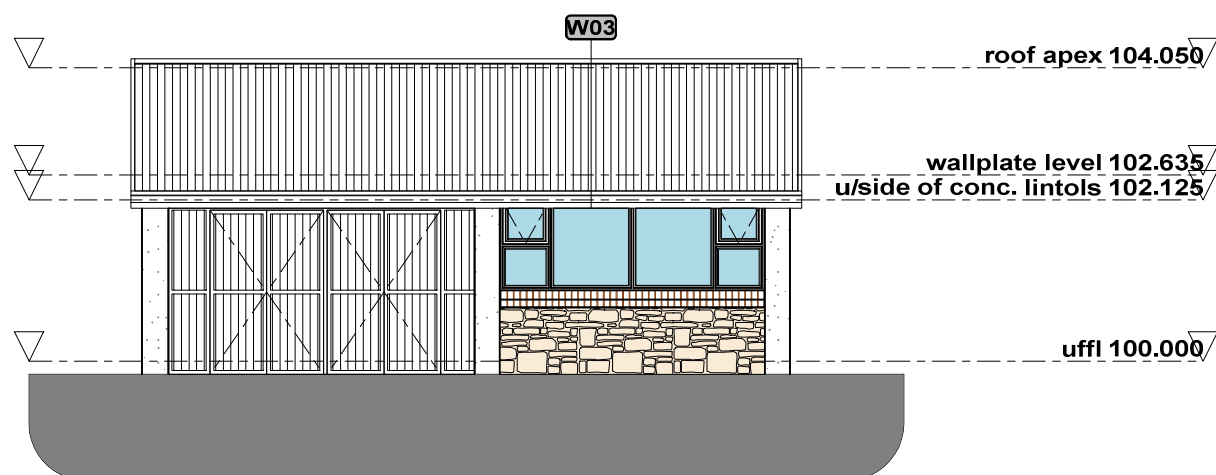
# **ANNEXURE A**

## **DRAWINGS**

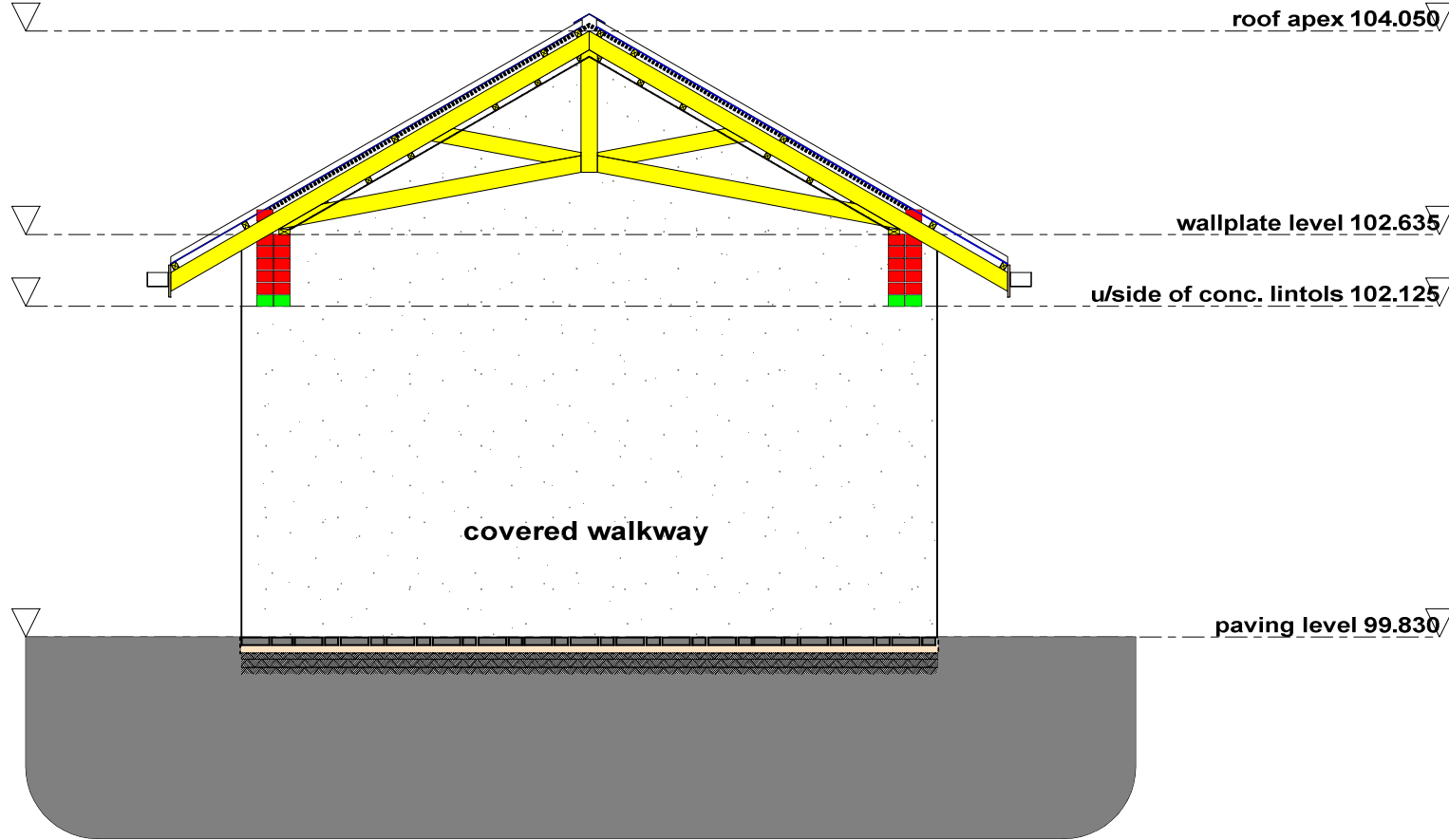




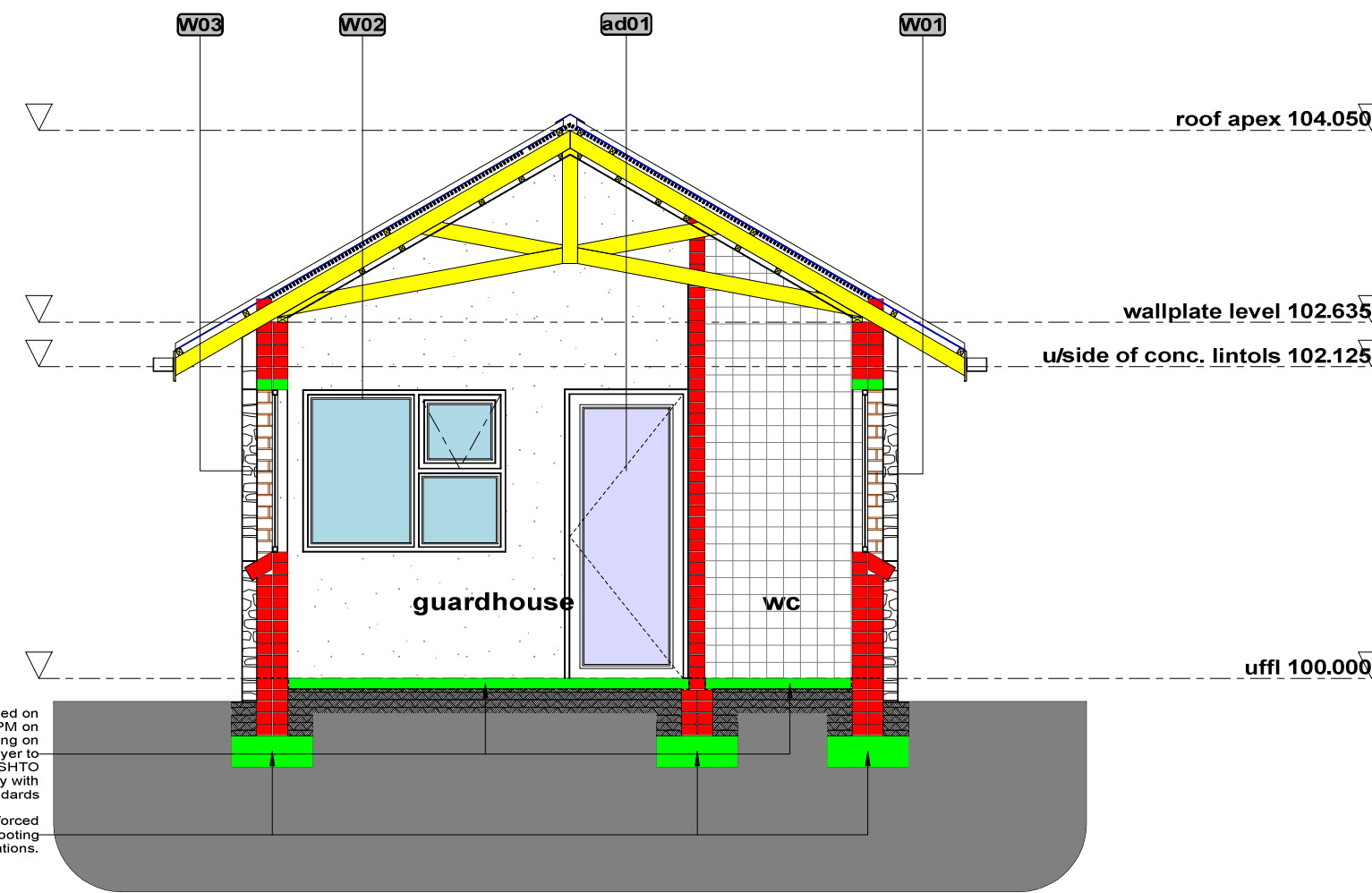
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scale 1:100



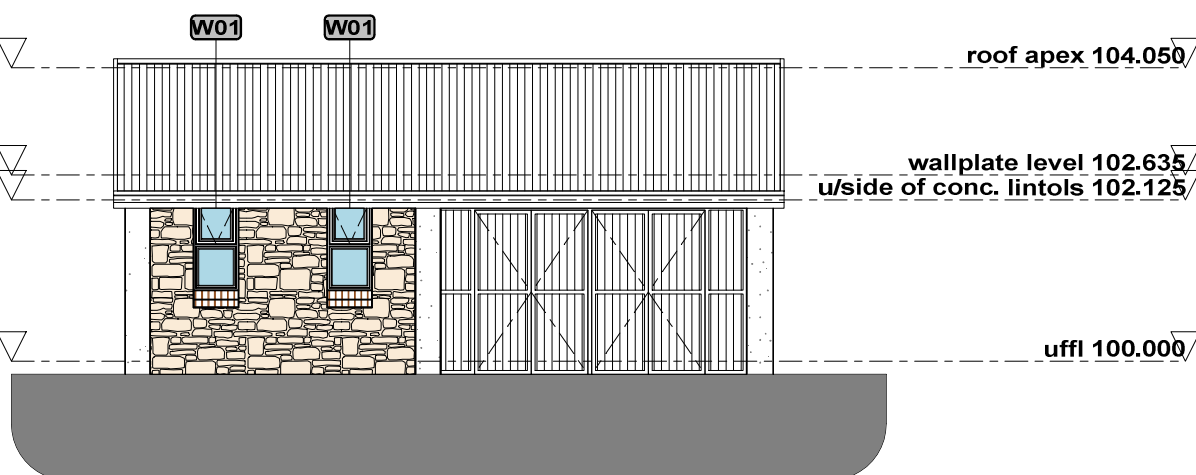
front elevation  
scale 1:100



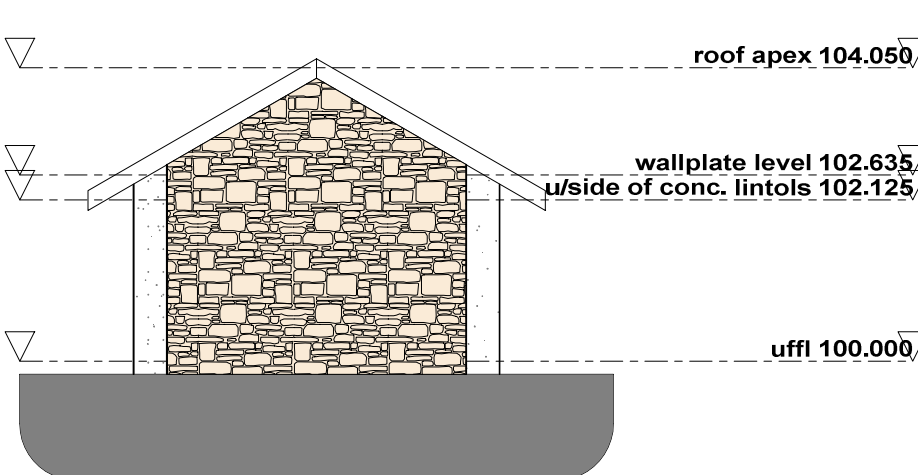
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scale 1:50



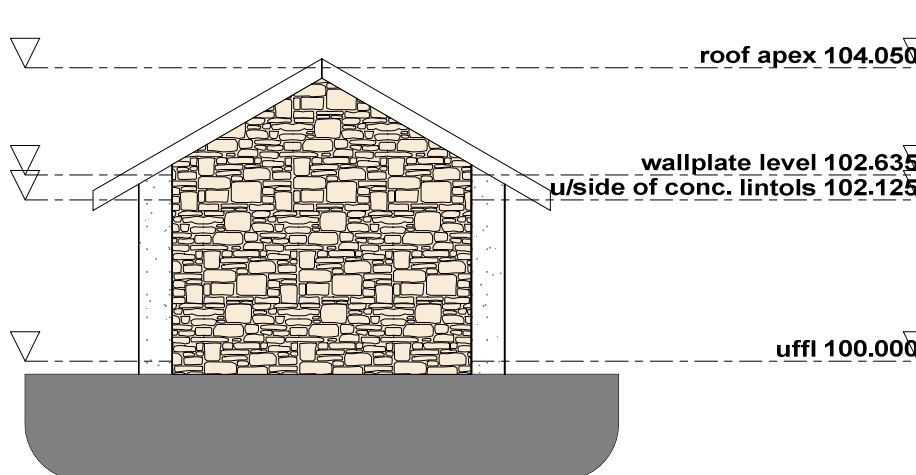
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scale 1:50



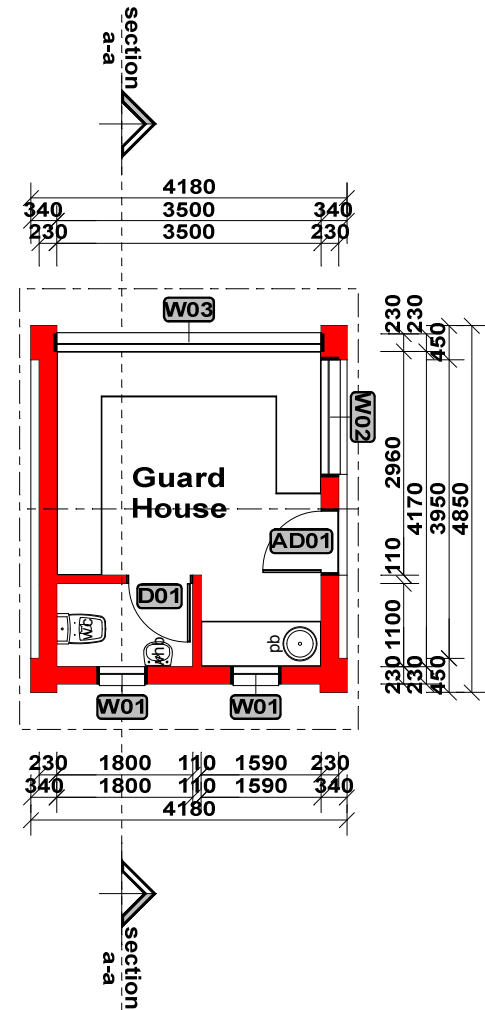
back elevation  
scale 1:100



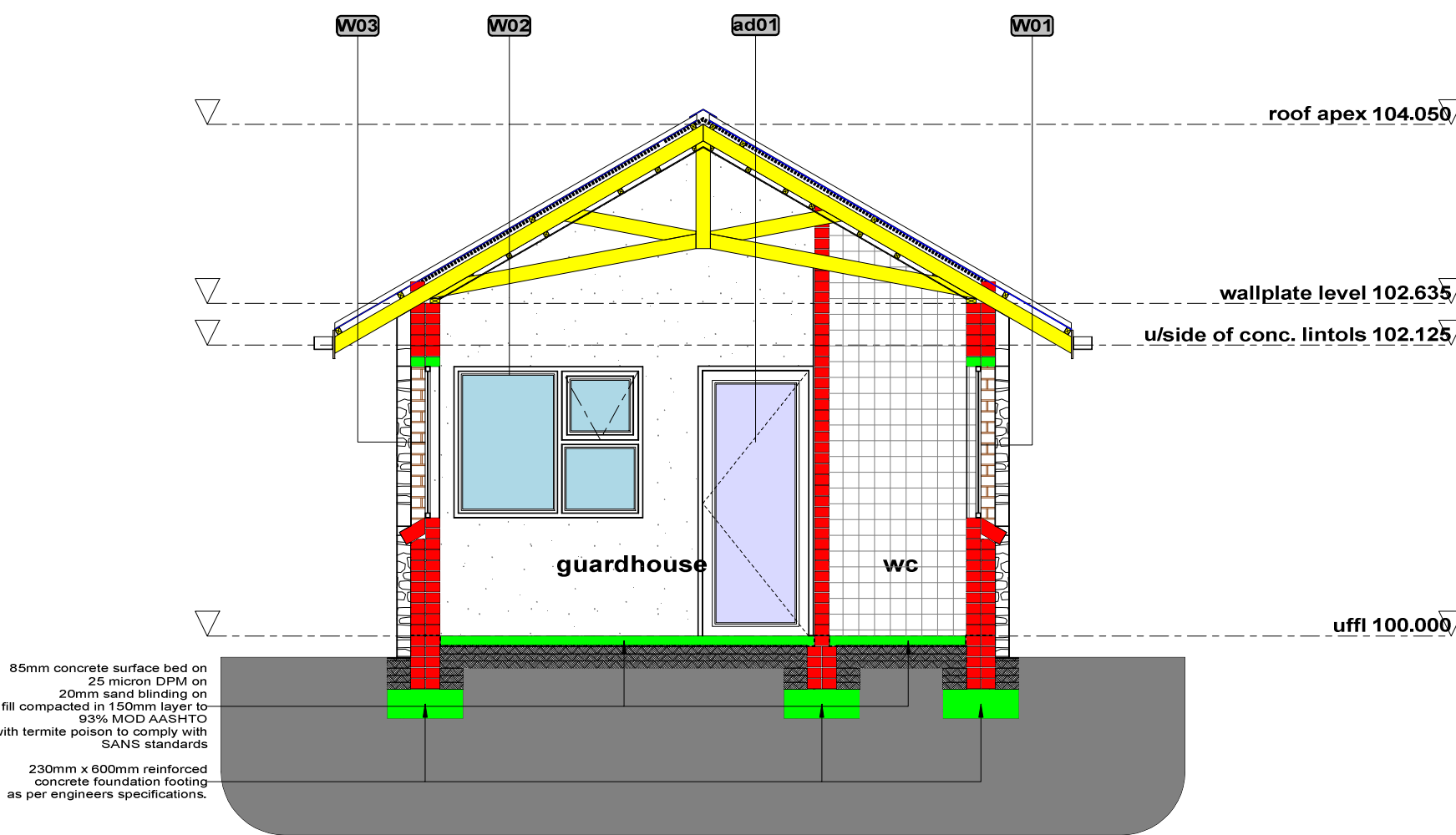
side elevation  
scale 1:100



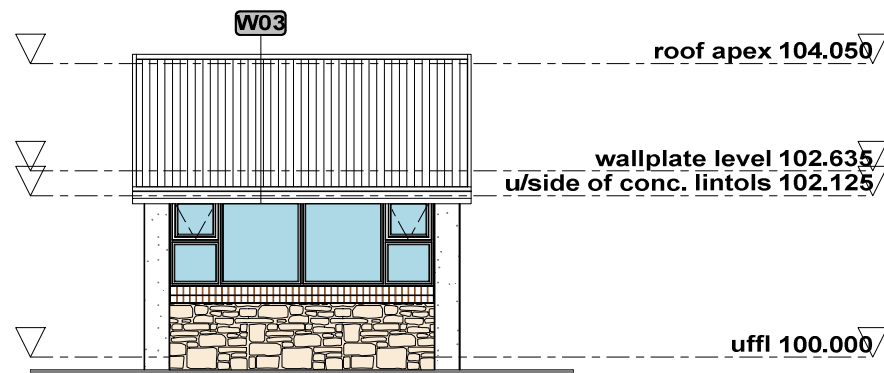
side elevation  
scale 1:100



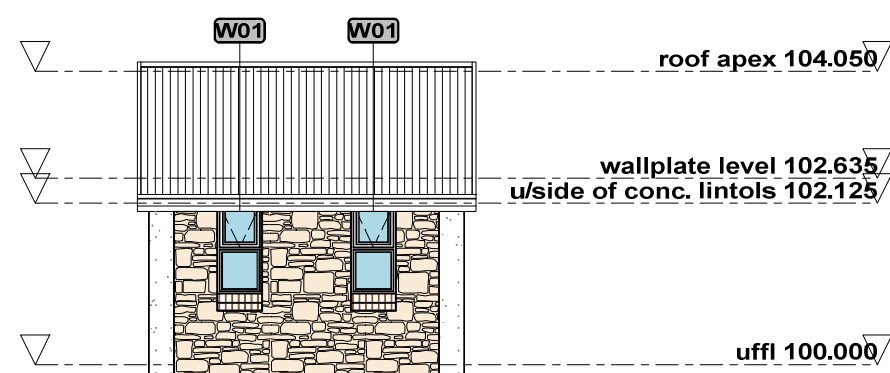
groundfloor plan  
scale 1:100



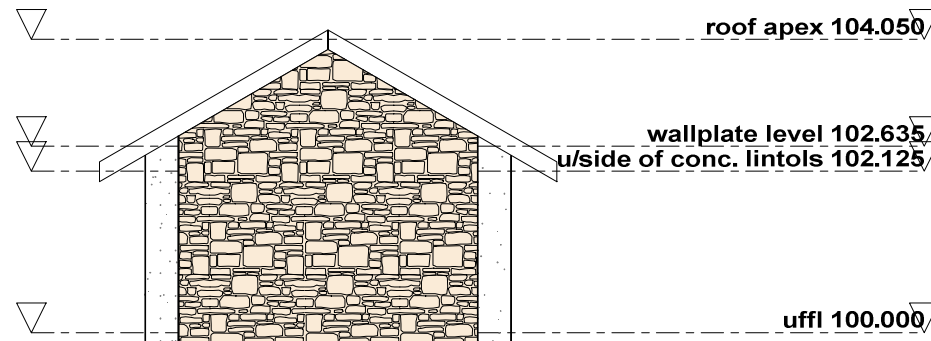
guardhouse section a-a  
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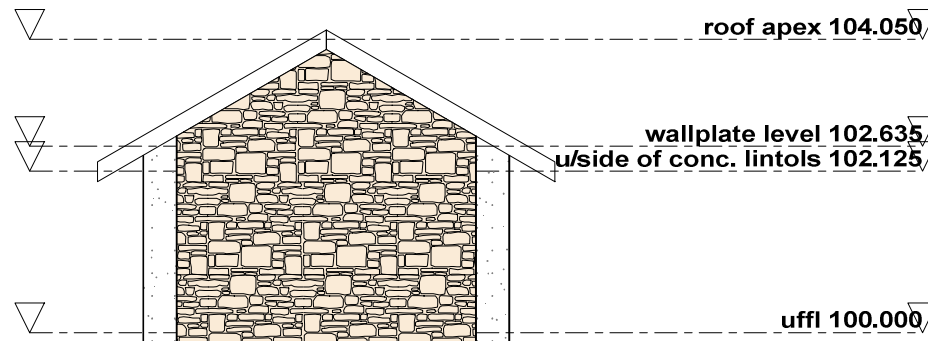
front elevation  
scale 1:100



back elevation  
scale 1:100



side elevation  
scale 1:100



side elevation  
scale 1:100

construction notes:

- 01 internal floorfinish:  
ceramic tile as per approved sample
- 02 dpc:  
Gundie® API A.T USB Green 250µm damp proof membrane under concrete surface beds conforming to SANS 952-1:2011 laid with minimum 150mm overlaps and sealed with Gunplas pressure sensitive tape.
- 03 internal wall finish 1:  
plaster and paint as per architects specification
- 04 internal wall finish 2:  
ceramic tile to later specification with to ceiling height.
- 05 external wall finish 1:  
bagwash plaster and paint as per architects specification
- 06 external wall finish 2:  
natural stone cladding as found on site
- 07 ceiling specification:  
Gyproc 60min fire rated Firestop ceiling fitted against battens between rafter, ceilings to be flush plastered with a matt white finish.
- 08 ceiling insulation (below roof sheeting):  
Sisalation: Sheeting & purlins to have fixed Laminated aluminium, Sisalation®410 Reflective Foil Insulation with reinforced with fiberglass & flame retardant additives as per Manufacturers specifications.
- 09 new floor surface beds:  
concrete surface bed to sizes shown with ref 193 mesh on 250 micron DPC on 20mm sand blinding on fill compacted in 150mm layers to 93% MOD AASHTO, fill to be treated with ant and termite poison to comply to SANS standards.
- 10 new foundation footings:  
concrete foundation strip footings to sizes shown on foundation plan.  
all to engineers specifications.
- 11 roof sheeting:  
Global Roofing Solutions 0,80mm thick 762mm cover Corrugated profile Z275 spelter ISO550 galvanised steel roof sheeting, fixed to steel existing purlins using Hex Flange Head + EPDM Seal self drilling No. 3 drill point, No. 12-14 x 53mm long fasteners. Purlin fixed to first, fourth and eighth crest of each sheet and at all crests at sheet ends, all in accordance with the manufacturer's specifications.  
All existing steel truss sections to be painted as per architect.  
existing wood trusses to be cleaned and sealed with a clear wood sealer.
- 12 ceiling insulation (above ceiling):  
'Iso-Therm': Insulation of heavy duty light weight cellulose fibre insulation, manufactured in accordance with SANS 1381-6:1994, evenly laid/blown to a depth of min135mm THK in roof spacings above ceilings.  
All work according to SABS Standards & Regulations.

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Copyright subsists in this drawing. The person or entity whose name appears in the title block of this drawing, is hereby granted a non-exclusive licence to use, display, print and/or reproduce this drawing to the extent necessary to carry out and complete the project described in the title block of this drawing. This licence in respect of the copyright is expressly limited as aforesaid and the person and / or entity referred to above shall not be entitled to grant sub-licences in respect of the copyright in this drawing to any other entity. This licence confers no ownership rights in the copyright vesting in the drawing and this drawing and the copyright subsisting therein will, at all times, remain the property of Bakopane Architects cc. Any unauthorised reproduction, publication, transmission, adaption and/or inclusion of this drawing in a cinematograph film or television broadcast is an act of copyright infringement which will render the doer of the act liable for civil law copyright infringement and may in certain circumstances render the doer liable to criminal prosecution. Requests and enquiries concerning this drawing and the rights subsisting therein should be addressed to the copyright owner.

No:	Date:	Notes:	Drawn:
Rev 08	05/02/19	Concept drawing started	

Area schedule	
Guardhouse :	
Ground Floor :	18.731 sq.m
Covered Porch :	21.330 sq.m
Total Ground Floor:	40.061 sq.m

GENERAL NOTES:

1. Check all measurements, levels and details on site before commencement with work.
2. Refer any discrepancies to architect
3. All work to be done in accordance with SANS-10400 from architect
4. Nothing to be scaled from drawing: request measurement from architect
5. Architect's & engineer's drawings to be read together
6. Drawing to be used for intention as mentioned in Drawing description.



CLIENTS SIGNATURE:



DEPARTMENTS SIGNATURE:



PRINCIPAL AGENT SIGNATURE:



Office Building,  
23 Concorde Crescent,  
Route N4 Business Park,  
Ben Four East 111  
Post: P.O. Box 540, Erasmolen, 1035  
Tel: 018 653 1521 / 653 1506  
Fax: 086 567 5564  
Email: bakopane@gmail.com

ARCHITECTS SIGNATURE:

TITLE:  
**PROPOSED ALTERATIONS  
& ADDITIONS TO TAUNG SKULL  
HERITAGE SITE  
FOR NORTH-WEST RURAL,  
ENVIRONMENTAL &  
AGRICULTURE DEPARTMENT  
PROVINCE OF NORTH-WEST**

DRAWING DESCRIPTION:

Taung  
guardhouse  
concept drawing

ORIGINAL  
DRG. SIZE

A1

REV.



DRG No.: TAUNG - 42017 - ARC - PHGHC01





ORG No.: TAUNG - 42017 - ARC - PH00