

## **THE CONTRACT**

**PART C1: AGREEMENTS AND CONTRACT DATA**

**PART C2: PRICING DATA**

**PART C3: SCOPE OF WORK**

**PART C4: SITE INFORMATION**

## **LIMPOPO ECONOMIC DEVELOPMENT AGENCY**

### **APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL PARK. CIDB GRADING:7GB OR HIGHER**

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## **LIMPOPO ECONOMIC DEVELOPMENT AGENCY**

### **APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL PARK. CIDB GRADING:7GB OR HIGHER**

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

##### **Offer**

The Employer, identified in the Acceptance Signature block, has solicited Offers to enter into a Contract for the procurement of:

**Contract No LEDA/KKP/2025/26-2C: APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL PARK. CIDB GRADING:7GB OR HIGHER**

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

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer Offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its Terms and Conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

##### **THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

..... Rand (in words);

R ..... (in figures)

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

<b>Signature Block: Tenderer</b>	
Signature .....	Date .....
Name .....	
Capacity .....	
Name of organization .....	
Address of organization .....	
.....	
Signature of witness .....	Date .....

Name of witness . . . . .

## Acceptance

By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall Form an Agreement between the Employer and the Tenderer upon the Terms and Conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the Contract, are contained in:

- Part C1: Agreements and Contract Data, (which includes this Agreement)
- Part C2: Pricing Data
- Part C3: Scope of work.
- Part C4: Site Information and Drawings and Documents or parts thereof, which may be incorporated by reference into Parts C1 to C4 above.

Deviations from and amendments to the Documents listed in the Tender Data and any addenda thereto as listed in the Tender Schedules as well as any changes to the Terms of the Offer agreed by the Tenderer and the Employer during this process of Offer and Acceptance, are contained in the Schedule of Deviations attached to and Forming part of this Agreement. No amendments to or deviations from said Documents are valid unless contained in this schedule.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) for delivery of any Bonds, Guarantees, proof of Insurance and any other Documentation to be provided in terms of the Conditions of Contract Identified in the Contract Data. Failure to fulfil any of these Obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this Document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the Contents of this Agreement, this Agreement shall constitute a binding Contract between the Parties.

### Signature Block: Employer

Signature ..... Date .....

Name .....

Capacity .....

**for the Employer** Limpopo Economic Development Agency

Signature of witness ..... Date .....

Name of witness .....

**Schedule of Deviations**

1 Subject .....

Details .....

2 Subject .....

Details .....

3 Subject .....

Details .....

4 Subject .....

Details .....

5 Subject .....

Details .....

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.

*[ONLY TO BE COMPLETED UPON ACCEPTANCE OF A TENDER]*

**For the Tenderer:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_ (Name and address of organisation)

Name &  
Signature of  
Witness

\_\_\_\_\_ Date \_\_\_\_\_

**For the Employer:**

Signature(s) \_\_\_\_\_

Name(s) \_\_\_\_\_

Capacity \_\_\_\_\_

\_\_\_\_\_ (Name and address of organisation)

## **LIMPOPO ECONOMIC DEVELOPMENT AGENCY**

### **APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL PARK. CIDB GRADING:7GB OR HIGHER**

#### **C1.2 CONTRACT DATA**

Section 1.01 The General Conditions of Contract for Construction Works (2010) published by the South African Institution of Civil Engineering, is applicable to this Contract. Copies of these Conditions of Contract may be obtained from the South African Institution of Civil Engineering (Tel: 011-805 5947).

The General Conditions of Contract for Construction Works make several references to the Contract Data for Specific Data, which together with these Conditions collectively describe the risks, liabilities and obligations of the Contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the General Conditions of Contract.

Each item of Data given below is cross-referenced to the clause in the General Conditions of Contract for Construction Works to which it mainly applies.

In the case where the Department upgrade to the latest version of the General Conditions of Contract while this contract is still ongoing, the Department reserves the rights to upgrade and adopt the latest version of the General Conditions of Contract and implement in accordance.

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#### **C1.2.1: CONDITIONS OF CONTRACT**

##### **GENERAL CONDITIONS OF CONTRACT**

##### **SPECIAL CONDITIONS OF CONTRACT**

###### **1. GENERAL**

###### **2. CONTRACT ABOVE R3M (THREE MILLION RAND)**

###### **3. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT**

###### **4. TRANSFER OF RIGHTS**

###### **5. SPECIAL NOTES TO BIDDERS**

## C1.2.1 CONDITIONS OF CONTRACT

### GENERAL CONDITIONS OF CONTRACT

This Contract will be based on the "General Conditions of Contract for Construction Works - 1st Edition 2010", issued by the South African Institution of Civil Engineering (Short title: "**General Conditions of Contract 2010**") and can be obtained from:

#### SAICE

Waterfall Park  
Howick Gardens  
Vorna Valley Half way House  
Becker Street  
MIDRAND  
1685  
Gauteng Province  
Tel: (011) 805-5947/8  
Fax: (011) 805-5971

It is agreed that the only variations from the General Conditions of Contract 2010 are those set out hereafter under "Special Conditions of Contract".

### SPECIAL CONDITIONS OF CONTRACT

#### 1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions shall amplify, modify or supersede, as the case may be, the General Conditions of Contract 2010 to the extent specified below, and shall take precedence and shall govern.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the General Conditions of Conditions 2010, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the General Conditions, and an appropriate heading.

#### 2. CONTRACT ABOVE R3M (THREE MILLION RAND)

The following special conditions apply:

- (a) (i) All bidders from outside the province must enter into a Consortium or Joint Venture with local SMMEs or suppliers.
  - (ii) Preference must be given to local bidders entering into Joint Ventures with local SMME's or suppliers.
  - (iii) The members of consortium or Joint Venture, formed in response to preferential procurement conditions, must share in the control and management of such consortium.
  - (iv) The percentage of the contract value managed or executed by the local partner must not be less than 40% of the project value.
  - (v) All white owned bidders must enter into joint venture with black owned local contractor and percentage of management and control for equity owned by black must not be less than 25% in the venture arrangement.
- (b) The AO/AA may, after consulting the departmental or public entities demand management unit, in the bid documentation, exempt bidders from complying with the provisions of clause (a), if there are no SMME's or suppliers in Limpopo with the skills or knowledge required to execute the project.
- (c) In the case of construction works, applicable to the construction industry;
- (d) (i) The Consortium or Joint Venture that benefits from the preference system, must within 30 days of receiving notice of the contract, must organize themselves into legal entity or provide with a working agreement between members of the Joint venture or consortium. Successful suppliers, both from in and outside the province, must upon implementation of the project, establish fully fledged office, branch or plant in the province. The department reserves the right to retain a percentage of contract value to ensure that the above condition is complied with.
  - (ii) The retained fee must be paid to the supplier or service provider on successfully completing

the contract and after having complied with the special conditions.

(iii) Where the supplier or service provider fails to successfully complete the contract or comply with any condition, such supplier or service provider will forfeit the retained percentage.

(iv) Notwithstanding the forfeiture of the retained percentage of the contract value, if the failure to comply with conditions in clause (i) amounts to breach of the contract, the department or public entity may invoke any remedy available to it in law.

(v) A performance guarantee of 10% is applicable to all contracts above R2 000 000.00 and must be obtained from either commercial bank or insurance company prior to award of bids. The performance security shall be denominated in the currency of the contract and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in South Africa. The accounting officer reserves the right to cancel the award of the bid when the bidder fails to present the required security as stipulated in the special conditions.

(e) In all labor-intensive projects, at least 70% of the laborers must be employed from the local community where the project will be executed.

(f) CIDB Standard for Enterprise Development – A minimum of 5% of the total project value to be undertaken by joint-venture partners or to be sub-contracted to developing contractors.

(g) The Contractor shall, in the performance of the Contract, achieve the CIDB Contract Skills Development Goal (established in the Standard for developing skills through infrastructure contracts (Gazette 48491 of 28 April 2023) and the CIDB Standard for Indirect Targeting for Enterprise Development through Construction Works Contracts (Gazette 36190 of 25 Feb 2013).

(h) The Contractor shall determine the CSDG, expressed in Rand, which shall not be less than the subtotal multiplied by a percentage (%) factor of 0,5% as given in Table 2 of the Standard for the Civil Engineering class of construction works. The Employer shall state the percentage (%) factor in the Final Tender Summary section under CSDG.

### 3. AMENDMENTS TO THE GENERAL CONDITIONS OF CONTRACT

Clause no.	Description
<b>SCC 4.5.2</b>	Replace the term "Safety" with "Occupational Health and Safety"
<b>SCC 42.2</b>	Add the following to the sub-clause: Extension of time in respect of abnormal rainfall shall be calculated using the rainfall (Formula 1) for each calendar month or part thereof.
<b>SCC 49.6.1 to 4.9.6.3</b>	Replace the term "Bank" with "Bank or Insurance Company"
<b>SCC 55.1.8</b>	Replace sub-clause with: The Contractor or anyone on his behalf or in his employ would pay, offer or offer as payment to any person in the employ of the Employer, or in the employ of the Engineer, a gratuity or reward or commission.
<b>SCC 50</b>	Replace the Heading with " <b>VARIATIONS EXCEEDING 20 PERCENT</b> "
<b>SCC 50.1</b>	Replace the wording: " <i>greater than 15 percent</i> " with " <i>greater than 20 percent</i> ".  <u><b>The following additional clauses to the General Conditions of Contract shall apply:</b></u>
<b>SCC 59</b>	<b>LABOUR INTENSIVE WORKS</b>
<b>SCC 59.1</b>	<b>Payment for the labour-intensive component of the works</b>  Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the scope of work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in Contract or in delict.

<b>SCC 59.2</b>	<p><b>Applicable labour laws</b></p> <p>The Ministerial Determination, Special Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice No R63 of 25 January 2002, as reproduced below, shall apply to work which are undertaken by unskilled or semi-skilled workers.</p>
<b>SCC 59.3.1</b>	<p><b>Introduction</b></p> <p>(a) This document contains the Standard Terms and Conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and Conditions do NOT apply to persons employed in the supervision and management of a SPWP.</p> <p>(b) In this document –</p> <ul style="list-style-type: none"> <li>(i) “Department” means any department of State, implementing Agent or Contractor;</li> <li>(ii) “Employer” means any Municipality, implementing Agency or Contractor that hires workers to work in elementary occupations on a SPWP;</li> <li>(iii) “worker” means any person working in an elementary occupation on a SPWP.;</li> <li>(iv) “elementary occupation” means any occupation involving unskilled or semi-skilled work;</li> <li>(v) “Management” means any person employed by a Municipality or implementing Agency to administer or execute an SPWP;</li> <li>(vi) “task” means a fixed quantity of work;</li> <li>(vii) “task-based work” means work in which a worker is paid a fixed rate for performing a task;</li> <li>(viii) “task-rated worker” means a worker paid on the basis of the number of tasks completed;</li> <li>(ix) “time-rated worker” means a worker paid on the basis of the length of time worked.</li> </ul>
<b>SCC 59.3.2</b>	<p><b>Terms of Work</b></p> <p>(a) Workers on a SPWP are employed on a temporary basis.</p> <p>(b) A worker may NOT be employed for longer than 24 months in any five year cycle on a SPWP.</p> <p>(c) Employment on a SPWP does not qualify as employment as a contributor for the purpose of the Unemployment Insurance Act 30 of 1966.</p>
<b>SCC 59.3.3</b>	<p><b>Normal Hours of Work</b></p> <p>(a) An Employer may not set tasks or hours of work that require a worker to work–</p> <ul style="list-style-type: none"> <li>(i) more than forty hours in any week</li> <li>(ii) on more than five days in any week; and</li> <li>(iii) for more than eight hours on any day.</li> </ul> <p>(b) An Employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.</p> <p>(c) A task-rated worker may not work more than a total of 55 hours in any week to complete the tasks allocated (based on a 40-hour week) to that worker.</p>

<b>SCC 59.3.4</b> <b>SCC 59.3.5</b> <b>SCC 59.3.6</b> <b>SCC 59.3.7</b> <b>SCC 59.3.8</b> <b>SCC 59.3.9</b>	<p><b>Meal Breaks</b></p> <p>(a) A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.</p> <p>(b) An Employer and worker may agree on longer meal breaks.</p> <p>(c) A worker may not work during a meal break. However, an Employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be performed by another worker. An Employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.</p> <p>(d) A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.</p> <p><b>Special Conditions for Security Guards</b></p> <p>(a) A security guard may work up to 55 hours per week and up to eleven hours per day.</p> <p>(b) A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.</p> <p><b>Daily Rest Period</b></p> <p>Every worker is entitled to a daily rest period of at least eight consecutive hours. The daily rest period is measured from the time the worker ends work on one day until the time the worker starts work on the next day.</p> <p><b>Weekly Rest Period</b></p> <p>Every worker must have two days off every week. A worker may only work on their day off to perform work which must be done without delay and cannot be performed by workers during their ordinary hours of work ("emergency work").</p> <p><b>Work on Sundays and Public Holidays</b></p> <p>(a) A worker may only work on a Sunday or Public holiday to perform emergency or security work.</p> <p>(b) Work on Sundays is paid at the ordinary rate of pay.</p> <p>(c) A task-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> <li>(i) the worker's daily task rate, if the worker works for less than four hours;</li> <li>(ii) double the worker's daily task rate, if the worker works for more than four hours.</li> </ul> <p>(d) A time-rated worker who works on a public holiday must be paid –</p> <ul style="list-style-type: none"> <li>(i) the worker's daily rate of pay, if the worker works for less than four hours on the public holiday;</li> <li>(ii) double the worker's daily rate of pay, if the worker works for more than four hours on the public holiday.</li> </ul> <p><b>Sick Leave</b></p>

	<ul style="list-style-type: none"> <li>(a) Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.</li> <li>(b) A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a Contract.</li> <li>(c) A worker may accumulate a maximum of twelve days' sick leave in a year.</li> <li>(d) Accumulated sick-leave may not be transferred from one Contract to another Contract.</li> <li>(e) An Employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.</li> <li>(f) An Employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.</li> <li>(g) An Employer must pay a worker sick pay on the worker's usual payday.</li> <li>(h) Before paying sick-pay, an Employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is— <ul style="list-style-type: none"> <li>(i) absent from work for more than two consecutive days; or</li> <li>(ii) absent from work on more than two occasions in any eight-week period.</li> </ul> </li> <li>(i) A medical certificate must be issued and signed by a Medical Practitioner, a qualified Nurse or a Clinic staff member authorised to issue medical certificates indicating the duration and reason for incapacity.</li> <li>(j) A worker is not entitled to paid sick-leave for a work-related injury or occupational disease for which the worker can claim compensation under the Compensation for Occupational Injuries and Diseases Act.</li> </ul>
<b>SCC 59.3.10</b>	<p><b>Maternity Leave</b></p> <ul style="list-style-type: none"> <li>(a) A worker may take up to four consecutive months' unpaid maternity leave.</li> <li>(b) A worker is not entitled to any payment or employment-related benefits during maternity leave.</li> <li>(c) A worker must give her Employer reasonable notice of when she will start maternity leave and when she will return to work.</li> <li>(d) A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.</li> <li>(e) A worker may begin maternity leave – <ul style="list-style-type: none"> <li>(i) four weeks before the expected date of birth; or</li> <li>(ii) on an earlier date – <ul style="list-style-type: none"> <li>(1) if a medical Practitioner, Midwife or Certified Nurse certifies that it is necessary for the health of the worker or that of her unborn child; or</li> <li>(2) if agreed to between Employer and worker; or</li> </ul> </li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>(iii) on a later date, if a medical Practitioner, Midwife or Certified nurse has certified that the worker is able to continue to work without endangering her health.</li> <li>(f) A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.</li> <li>(g) A worker who returns to work after maternity leave has the right to start a new cycle of twenty-four months employment, unless the SPWP on which she was employed has ended.</li> </ul>
<b>SCC 59.3.11</b>	<p><b>Family responsibility leave</b></p> <p>Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances –</p> <ul style="list-style-type: none"> <li>(a) when the employee's child is born;</li> <li>(b) when the employee's child is sick;</li> <li>(c) in the event of a death of – <ul style="list-style-type: none"> <li>(i) the employee's spouse or life partner;</li> <li>(ii) the employee's parent, adoptive parent, grandparent, child, adopted child, grandchild or sibling.</li> </ul> </li> </ul>
<b>SCC 59.3.12</b>	<p><b>Statement of Conditions</b></p> <ul style="list-style-type: none"> <li>(a) An Employer must give a worker a statement containing the following details at the start of employment – <ul style="list-style-type: none"> <li>(i) the Employer's name and address and the name of the SPWP;</li> <li>(ii) the tasks or job that the worker is to perform; and</li> <li>(iii) the period for which the worker is hired or, if this is not certain, the expected duration of the Contract;</li> <li>(iv) the worker's rate of pay and how this is to be calculated;</li> <li>(v) the training that the worker will receive during the SPWP.</li> </ul> </li> <li>(b) An Employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.</li> <li>(c) An Employer must supply each worker with a copy of these Conditions of employment.</li> </ul>
<b>SCC 59.3.13</b>	<p><b>Keeping Records</b></p> <ul style="list-style-type: none"> <li>(a) Every Employer must keep a written record of at least the following – <ul style="list-style-type: none"> <li>(i) the worker's name and position;</li> <li>(ii) in the case of a task-rated worker, the number of tasks completed by the worker;</li> <li>(iii) in the case of a time-rated worker, the time worked by the worker;</li> <li>(iv) payments made to each worker.</li> </ul> </li> <li>(b) The Employer must keep this record for a period of at least three years after the completion of the SPWP.</li> </ul>

SCC 59.3.14	<p><b>Payment</b></p> <ul style="list-style-type: none"> <li>(a) An Employer must pay all wages at least monthly in cash or by cheque or into a bank account.</li> <li>(b) A task-rated worker will only be paid for tasks that have been completed.</li> <li>(c) An Employer must pay a task-rated worker within five weeks of the work being completed and the work having been approved by the manager or the Contractor having submitted an invoice to the Employer.</li> <li>(d) A time-rated worker will be paid at the end of each month.</li> <li>(e) Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.</li> <li>(f) Payment in cash or by cheque must take place – <ul style="list-style-type: none"> <li>(i) at the workplace or at a place agreed to by the worker;</li> <li>(ii) during the worker's working hours or within fifteen minutes of the start or finish of work;</li> <li>(iii) in a sealed envelope which becomes the property of the worker.</li> </ul> </li> <li>(g) An Employer must give a worker the following information in writing – <ul style="list-style-type: none"> <li>(i) the period for which payment is made;</li> <li>(ii) the numbers of tasks completed or hours worked;</li> <li>(iii) the worker's earnings;</li> <li>(iv) any money deducted from the payment;</li> <li>(v) the actual amount paid to the worker.</li> </ul> </li> <li>(h) If the worker is paid in cash or by cheque, this information must be recorded on the envelope and the worker must acknowledge receipt of payment by signing for it <ul style="list-style-type: none"> <li>(i) If a worker's employment is terminated, the Employer must pay all monies owing to that worker within one month of the termination of employment.</li> </ul> </li> </ul>
SCC 59.3.15	<p><b>Deductions</b></p> <ul style="list-style-type: none"> <li>(a) An Employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.</li> <li>(b) An Employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.</li> <li>(c) An Employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.</li> <li>(d) An Employer may not require or allow a worker to – <ul style="list-style-type: none"> <li>(i) repay any payment except an overpayment previously made by the</li> </ul> </li> </ul>

	<p>Employer by mistake;</p> <p>(ii) state that the worker received a greater amount of money than the Employer actually paid to the worker; or</p> <p>(iii) pay the Employer or any other person for having been employed.</p>
<b>SCC 59.3.16</b>	<p><b>Health and Safety</b></p> <p>(a) Employers must take all reasonable steps to ensure that the working environment is healthy and safe.</p> <p>(b) A worker must –</p> <p>(i) work in a way that does not endanger his/her health and safety or that of any other person;</p> <p>(ii) obey any health and safety instruction;</p> <p>(iii) obey all health and safety rules of the SPWP;</p> <p>(iv) use any personal protective equipment or clothing issued by the Employer;</p> <p>(e) report any accident, near-miss incident or dangerous behaviour by another person to their Employer or manager.</p>
<b>SCC 59.3.17</b>	<p><b>Compensation for Injuries and Diseases</b></p> <p>(a) It is the responsibility of the Employers (other than a Contractor) to arrange for all persons employed on a SPWP to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.</p> <p>(b) A worker must report any work-related injury or occupational disease to their Employer or manager.</p> <p>(c) The Employer must report the accident or disease to the Compensation Commissioner.</p> <p>(d) An Employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The Employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.</p>
<b>SCC 59.3.18</b>	<p><b>Termination</b></p> <p>(a) The Employer may terminate the employment of a worker for good cause after following a fair procedure.</p> <p>(b) A worker will not receive severance pay on termination.</p> <p>(c) A worker is not required to give notice to terminate employment. However, a worker who wishes to resign should advise the Employer in advance to allow the Employer to find a replacement.</p> <p>(d) A worker who is absent for more than three consecutive days without informing the Employer of an intention to return to work will have terminated the Contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p>

	<p>(e) A worker who does not attend required training events, without good reason, will have terminated the Contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.</p>
<b>SCC 59.3.19</b>	<p><b>Certificate of Service</b></p> <p>On termination of employment, a worker is entitled to a certificate stating –</p> <ul style="list-style-type: none"> <li>(i) the worker's full name;</li> <li>(ii) the name and address of the Employer;</li> <li>(iii) the SPWP on which the worker worked;</li> <li>(iv) the work performed by the worker;</li> <li>(v) any training received by the worker as part of the SPWP;</li> <li>(vi) the period for which the worker worked on the SPWP;</li> <li>(vii) any other information agreed on by the Employer and worker.</li> </ul>
<b>SCC 59.3.20</b>	<p><b>Reporting</b></p> <p>The Contractor shall report the breakdown of each payment certificate into the broad categories of:</p> <ul style="list-style-type: none"> <li>a) Overheads,</li> <li>b) Supervision,</li> <li>c) Materials,</li> <li>d) Plant, and</li> <li>e) Labour.</li> </ul> <p>The Contractor shall further report for each payment certificate the person-days of employment as set out in the Pro Forma, Schedule X: Monthly Labour Report.</p> <p>In the calculation of person-days, a day shall be taken as 8 hours and no time over and above 8 hours per day shall be used to contribute to the number of person-days reported.</p>
<b>SCC 59.3.21</b>	<p><b>Source of Labour</b></p> <p>The Contractor shall source his labour from the local area through the services of an appropriate Councillor or Community Liaison Officer or another appointed person who has contact with a labour pool in the area.</p>

#### 4. TRANSFER OF RIGHTS

The successful tenderer should complete and submit a Transfer of Rights Form to claim for materials on site with every progress payment for the project. No payment for materials on site would be granted if this Document is not submitted with the progress payment being considered.

#### TRANSFER OF RIGHTS

##### TRANSFER OF RIGHTS AND INDEMNITY (To be completed during construction by successful Tenderer only)

**Claim for materials on site, Payment Certificate No. .... Date: .....**

**Contract No: ..... For (Contract title) .....**

I, the undersigned (name of signatory) ..... in my capacity as .....  
..... of (name of Contractor) .....

duly authorised hereto on behalf of the Contractor hereby transfer, cede and assign all the Contractor's rights, title and interest in and to the materials and goods, for which evidence of bona fide ownership is attached hereto, unto and in favour of (name of Employer) ..... insofar as the Contractor retains actual control of the materials and goods, the right of ownership thereof passes to the Employer by *constitutum possessorium*.

I herewith indemnify the Employer against any claim to and in respect of said materials by reason of the Contractor's sequestration or liquidation or of any defect in the Contractor's title to the materials and agree that no payment for materials on site will be made by the Employer until such time as I have submitted documentary proof of bona fide ownership of the said materials and goods.

This transfer shall become effective upon conclusion of the Contractor receiving payment from the Employer or from any other person on behalf of the Employer for the materials and goods as Materials on Site, payment of retention money thereon excluded.

I further confirm that I am fully responsible for all materials and goods listed under this Transfer of Rights and that they have been insured adequately against all risks and will remain insured until they are built into or used in the permanent works and taken over by the Employer.

**This certificate of Transfer of Rights applies only to the materials and goods as listed in the following table.**

Description of Item	Unit	Quantity	Rate	Amount	Supplier
<b>Total Value of Materials and goods</b>					

**Signed by: ..... Date: .....**  
for and on behalf of the Contractor.

**Witnessed by: ..... Date: .....**

**NOTE:** This form, together with the documentary proof of ownership or proof of payment by the Contractor to the supplier, shall accompany the Contractor's claim for payment for materials on site in terms of Clause 49.1.5 of the General Conditions of Contract 2004.

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## 5. SPECIAL NOTES TO BIDDERS

The following special conditions are for compliance and attention to bidders:

- 1.1. CIDB reserve the right to call interviews with short-listed bidders before final selection.
- 1.2. CIDB reserve the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include surprise site visits.
- 1.3. CIDB reserve the right to appoint the bidder that proves to be fully capable and qualified to handle and execute the job.
- 1.4. The proposals submitted must be in line with the detailed specification.
- 1.5. CIDB reserve the right to cancel or withdraw this bid if:
  - i. Due to changed circumstances, there is no longer a need for these services; or
  - ii. Funds are no longer available to cover the total envisaged expenditure; or
  - iii. No acceptable bids are received; or
  - iv. There is a material irregularity in the Bid process.
- 1.6. In the case of sub-contracting or joint venture agreement, CIDB will enter into a single contract with the principal bidder.
- 1.7. Bidders who are not registered on Central Supplier Database (CSD) must register before submission of bids.
- 1.8. Any completion of the bid document in pencil or erasable ink will not be acceptable and will automatically disqualify the submitted bid.
- 1.9. Successful bidder will be required to sign and enter into a formal contract upon the award.
- 1.10. Notwithstanding shortcomings and/or inconsistencies, if any, in this specification, which is only a minimum specification, a bidder shall make provision for a complete solution that will deliver the required service efficiently and cost-effectively.
- 1.11. Bid documents must be submitted physically to the closing address as reflected on the Tender document.
- 1.12. Bids received after the closing date and time will not be accepted for consideration.
- 1.13. This request for bid document contains confidential information about CIDB, which has been provided to supply potential bidders with the data necessary to provide a holistic response.
- 1.14. No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party, in any manner whatsoever without the prior written permission of CIDB.
- 1.15. Any reproduction or transmission of information contained in this document except for the sole purpose of responding to this bid is strictly prohibited.

**Clause C.2.1** Only those tenderers who are registered with the CIDB, or are capable of being so prior to the closing date of the tender, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) or 25(7A) of the Construction Industry Development Regulations, for the advertised grading class of construction work, are eligible to have their tenders evaluated.

**Joint ventures are eligible to submit tenders provided that:**

1. Every member of the joint venture is registered with the CIDB;
2. The lead partner contractor's grading designation should not be lower than one level below the required minimum grading designation in the class of works construction works under considerations and possess the required recognition status. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations should be equal to or higher than a contractor grading designation as per the tender's advert.

**C1.2.2 PART A: DATA PROVIDED BY THE EMPLOYER**

The following Contract Specific Data are applicable to this Contract.

**REFERENCE** **CONTRACT SPECIFIC DATA BY THE EMPLOYER**

Clause 1.1.14: **Name of Employer:** Limpopo Economic Development Agency

Clause 1.2.2: **Address of Employer:**

Physical: Postal:

Limpopo Economic Development Agency  
Enterprise Development House  
Main Road  
Lebowakgomo  
0737

E-Mail: [suzan.mabeba@lieda.co.za](mailto:suzan.mabeba@lieda.co.za)

Telephone No: (015) 633 4700 / 066 484 1939

Clause 1.1.15: **Name of Engineer:** Sibuyi DE

Clause 1.2.2: **Address of Engineer:**

Physical: Postal:

Limpopo Department of Agriculture & Rural Development  
67/69 Biccard Street  
Polokwane  
0700

Limpopo Department of Agriculture & Rural Development  
Private Bag X9487  
Polokwane  
0700

[SibuyiDE@agric.limpopo.gov.za](mailto:SibuyiDE@agric.limpopo.gov.za)

Telephone No: (015) 294 3429/ 079 895 4313

Clause 1.6 & 38.1: Special non-working days are Sundays and the following statutory public holidays as declared by National or Regional Government:

New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers day, Youth Day, National Women's Day, Heritage Day, Day of Reconciliation, Christmas Day and the Day of Goodwill including the construction industry year end break.

Clause 1.6: The year end break commences on the first working day after 15 December and ends on the first working day after 5 January of the next year.

Clause 2.3: The Engineer is required to obtain the specific approval of the Employer for the following:

The Engineer requires Departmental approval in order to authorise any expenditure in excess of the Tender Sum plus 15% Contingencies.

Clause 7: Performance Guarantee to be delivered within 14 days of the Commencement Day.

The total liability under the guarantee should not be less than 10% of the tender amount, excluding VAT.

Clause 10.1: The Contractor shall commence executing the work within 14 days of the Commencement date.

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Clause 12.2: The Contractor shall deliver his programme of work within 14 days of the Commencement date.

Clause 35.1.1.2.2: The value of material to be supplied by the Employer is nil.

Clause 35.1.1.2.3: The amount to cover Professional fees for repairing damage and loss to be included in the Insurance sum is R 150 000.00

Clause 35.1.3: The limit of indemnity for Liability Insurance is R 5 000 000.00 for any single liability claim. Liability insurance shall include spread of fire risk.

Clause 37.2.2.3: The percentage allowance to cover overhead charges is 15%.

Clause 42.1: The Works shall be completed as per task order, excluding special non-working days and the year-end break.

Clause 43.1: The penalty for failing to complete the works is 0.05% of the Total Tender Sum per Calendar Day.

Clause 46: No Contract Price Adjustment will be allowed for this Contract.

Clause 49.1.5: The percentage advance on materials not yet built into the Permanent Works is: 80%

Clause 49.3: The percentage retention on the amounts due to the Contractor is 10 %, excluding Contract Price Adjustment, Contingencies and VAT, and limited to 5% of the Contract amount, excluding Contract Price Adjustment, Contingencies and VAT.

Clause 49.6: A Retention money Guarantee will not be permitted.

Clause 53.1: The Defects Liability Period is 12 months measured from the date of the Certificate of Completion. And a guarantee of 12 months.

Clause 58.1.4 Dispute resolution shall be by Adjudication.

Clause 58.3: Dispute Resolution shall be by Adjudication.

**C1.2.2: PART B: DATA PROVIDED BY THE CONTRACTOR**

The following Contract Specific Data are applicable to this Contract:

**REFERENCE** **CONTRACT SPECIFIC DATA BY THE CONTRACTOR**

Clause 1.1.8: **Name of Contractor:** .....

Clause 1.2.2: **Address of the Contractor:**

Physical:

Postal:

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

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

**E-Mail:** .....

**Telephone No:** ..... **Fax No:** .....

Clause 46.3: The variation in cost of all special materials is to be provided in the table SM 1 for special materials.

The rates and prices for the special materials shall be furnished by the Tenderer, which rates and prices shall not include VAT but shall include all other obligatory taxes and levies.  
**The quoted price is the ruling price on the Month prior to close of tender.**

**TABLE: SM1**

<b>Special material</b>	<b>Unit on which variation will be determined</b>		<b>Price for base month ex factory, excluding transport, labour or any other costs.</b>
	<b>Containers</b>	<b>Delivered in bulk</b>	

\* Contractor to indicate the type, unit and rate of special material to be listed. When called upon to do so, the Contractor shall substantiate the above rates or prices with acceptable documentary evidence. Contractor to provide any other Special Materials if deemed necessary

### C1.3 FORM OF GUARANTEE - PRO FORMA

Contract No.

WHEREAS The Limpopo Economic Development Agency (hereinafter referred to as the Employer") entered into, a Contract with:

.....  
(Hereinafter called "the Contactor") on the ..... day of ..... 20.....

**for APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL PARK. CIDB GRADING:7GB OR HIGHER**

AND WHEREAS it is provided by such Contract that the Contractor shall provide the Employer with security by way 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 execution 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 Guaranteed Sum of:

..... Rand (in words);

R. .... (in figures)

6. The Guarantor reserves the right to withdraw from this Guarantee by depositing the Guaranteed Sum with the beneficiary, whereupon our liability hereunder shall cease.
7. 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 .....

Signature .....

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

Address .....

As witnesses:

1 .....

2 .....

## **C1.4: AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993**

THIS AGREEMENT is made between **The Limpopo Economic Development Agency**

(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 Mandatory of the EMPLOYER in consequence of an Agreement between the CONTRACTOR and the EMPLOYER in respect of

**CONTRACT No: LEDA/KKP/2025/26-2D APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL PARK. CIDB GRADING:7GB OR HIGHER**

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 it 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. .....

## **PART C2: PRICING DATA**

### **C2.1: PRICING INSTRUCTIONS**

### **C2.2: BILL OF QUANTITIES**

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## LIMPOPO ECONOMIC DEVELOPMENT AGENCY

### APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL PARK. CIDB GRADING:7GB OR HIGHER

#### C2.1 Pricing Instructions

1. Measurement and payment shall be in accordance with the relevant provisions of the General Conditions of Contract (2010 edition) as amended in the Scope of Works.

2. The units of measurement described in this Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
kl	=	kilolitre
km	=	kilometre
km-pass	=	kilometre-pass
kPa	=	kilopascal
kW	=	kilowatt
l	=	litre
m	=	metre
mm	=	millimetre
m <sup>2</sup>	=	square metre
m <sup>2</sup> -pass	=	square metre-pass
m <sup>3</sup>	=	cubic metre
m <sup>3</sup> -km	=	cubic metre-kilometre
MN	=	meganewton
MN.m	=	meganewton-metre
MPa	=	megapascal
No.	=	number
Prov sum	=	Provisional sum
PC sum	=	Prime Cost sum
R/only	=	Rate only
sum	=	lump sum
t	=	ton (1000 kg)
W/day	=	Work day

3. For the purpose of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the Specifications

Quantity: The number of units of work for each item.

Rate: The agreed payment per unit of measurement.

Amount: The product of the quantity and the agreed rate for an item.

Lump sum: An agreed amount for an item, the extent of which is described in the Bills of Quantities but the quantity of work of which is not measured in any units.

4. Unless otherwise stated, items are measured net in accordance with the Drawings, and no allowance is made for waste.

5. The prices and rates in this Bill of Quantities are fully inclusive prices for the Work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional Work that may have to be carried out.

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6. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for Tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on Standards)
7. Where the Scope of Work requires detailed Drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amount Tendered such items
8. This contract is rate-based thus the Bidder is required to rate all the items in the Bill of Quantities, Amounts, Sub-totals and Totals as per the provided pricing data, using black ink. Failure to comply will lead to the bid being disqualified.
9. The quantities set out in this Bill of Quantities are approximate and do not necessarily represent the actual amount of Work to be done. The quantities of work accepted and Certified for Payment will be used for determining payments due and not the quantities given in this Bill of Quantities.
10. The short descriptions of the items of payment given in this Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
11. The item numbers appearing in the Bills of Quantities refer to the corresponding item numbers in the Specifications were applicable.
12. Those parts of the contract to be constructed using labour-intensive methods have been marked in the Bills of Quantities with the letters "LI" in a separate column filled in against every item so designated. The works, or parts of the works so designated are to be constructed using labour-intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labour intensive specification in the Scope of Works.
13. Payment for items which are designated to be constructed labour-intensively (either in this schedule or in the Scope of Works) will not be made unless they are constructed using labour-intensive methods. Any unauthorised use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.

## **LIMPOPO ECONOMIC DEVELOPMENT AGENCY**

### **APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL PARK CIDB GRADING:7GB OR HIGHER**

#### **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 D: Environmental Management**

**PART E: OHSA 1993 Health & Safety**

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**C5. OPERATION AND MAINTENANCE MANUALS**

The contractor prior to commissioning shall provide three copies of the Operation and Maintenance Manual. These manuals shall be of a standard acceptable to the Engineer and shall be subject to his approval. At least one set of manuals shall contain original copies.

Manuals shall be in English, shall be easy to use, practically and neatly presented, bound between plastic protected covers, clearly titled, well indexed and sectionalised and specifically applicable to the equipment supplied. Where standard manuals are used these shall be marked up to be unambiguously applicable to the equipment supplied. Drawings shall be held in plastic envelopes in the manual.

The manuals must contain the following:

- a) A description of the equipment supplied giving full details of name, manufacturer, model number, size design duty and design and performance data. This shall, inter alia, include the information called for in the Pump and Motor Data Forms – part of the bill of quantities.
- b) Descriptive and technical literature including clear and comprehensive performance curves specifically applicable to the equipment supplied. Re Pump curves and test certificates)
- c) Operating instructions supported by drawings, flow diagrams, explanatory sketches etc as may be necessary and including details of control and protection systems incorporated, and safety precautions which must be observed.
- d) Dimensional arrangement and layout drawings.
  
- e) A comprehensive lubricating schedule covering all equipment supplied with full details of recommended lubricants, initial fill lubricants used, capacities and lubrication periods.
- f) A comprehensive schedule of routine maintenance with timelines, for all equipment supplied.
- g) Assembly and disassembly instructions, supported by clear assembly and/or exploded view drawings.
- h) A comprehensive spare list for the equipment, complete referenced cross sectional drawings and indicating recommended spares. All information required for the ordering of spares to be given including manufacturer's part numbers, supplier's name and all identification information.
- i) Electrical circuit drawings.
- j) Copies of all Test Certificates.
  
- k) Documents, information and charts providing a full record of the results of the Tests on Completion.

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## C6. INSPECTION AND TESTING

### C6.1 GENERAL

- a) The equipment supplied under this Contract shall be subject to inspection by the Engineer or his Nominated Agent at all stages of manufacture.
- b) The tests and commissioning procedure laid down below and such additional tests as the Engineer may reasonably require to prove compliance with the Specification shall be carried out at the Contractor's Works and at Site.
- c) The Contractor shall give reasonable notice of time and place in writing to enable the Engineer to inspect and witness tests of materials and equipment. He shall provide the Engineer with facilities for witnessing these tests and for any additional tests or inspection of any portion of the Works as required by the Engineer.
- d) The Contractor shall at his own cost render all assistance and supply all labour appliance and any other materials as the Engineer may require to check the setting out, measure up and inspect any portions of the Works at any stage during fabrication, construction, erection or painting. During such operations the Contractor shall if required suspend any or all of the Works without having claim for loss or damage as a result thereof.
- e) The testing of the plant (or a part thereof) supplied under this Contract shall be carried out through its full operating range (or part thereof) as required by the Engineer. All such tests and inspections and the necessary inspection facilities shall be provided at the Contractor's expense.
- f) At the commencement of and during the whole of Commissioning and Testing Periods, the Contractor shall have available on site all essential spares and tools considered necessary to enable repair work of defective parts to be carried out immediately in the event of a breakdown.
- g) The Contractor shall be responsible for the proper operation and maintenance of the plant throughout the period of the tests.
- h) Acceptance by the Engineer of any plant item, following such inspection or tests, shall not relieve the Contractor of any obligations under this Contract.

### C6.2 TESTING BEFORE DELIVERY

- a) All items of plant are subject to inspection at the manufacturer's works before despatch.
- b) Materials, components and electric motors shall be tested for compliance with relevant British or South African standards and certificates submitted in triplicate.

### C6.3 TESTING AT SITE

- a) Welds

Welds shall be tested as required by the relevant Code of Practice.

Where the test pressure specified for individual items of equipment is less than the test pressure specified for the connecting pipe line the equipment shall be disconnected for the test and suitable make-up lengths of pipe work or plugged connections shall be installed to enable the pipe line tests to be carried out.

b) Draining and cleaning

Upon completion of the pressure test on a section of pipe work the water used for testing shall be drained away as quickly as possible to remove as much dirt and dross. After completion of a pipe work circuit the circuit shall be flushed through to remove all pipe scale, dross and similar material.

The Contractor shall provide all necessary connections, by-pass pipes, temporary strainers, temporary make-up pieces, to enable the systems to be drained and cleaned.

d. Alignment

Alignment checks of all driven machinery are required and shall be witnessed by the Engineer and the results recorded.

e. Controls

All automatic control functions, alarm and safety cut-out devices shall be tested by operational or simulated tests and set-points and calibrations set and their settings recorded, all in the presence of the Engineer.

f. Performance Tests

Tests shall be carried out on all plant items to check that they are capable of their rated performance.

Each test shall be witnessed by the Engineer and a signed certificate of approval shall be issued by the Engineer upon completion of the tests to his satisfaction.

#### C6.4 TESTS ON COMPLETION

During completion of the balancing and commissioning of equipment the plant shall be brought into normal operation and the final adjustments of the equipment shall be made.

Thereafter the Tests on Completion in terms of the Conditions of Contract shall be carried out to ensure that the plant will fulfil the functions for which it has been designed.

Such tests shall include the following:

- a) Simulated tests for all alarm and safety cut out equipment to prove the operation of the equipment.
- b) Simulation tests on automatic controls to prove the ability of the controls to correct the conditions outside the required design parameters needs to be done by the Contractor. The tests shall be carried out by manually changing the desired values to produce an incorrect condition and then re-setting the controls to the design conditions and checking the operation of valves, etc, to restore the design conditions.

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The Contractor shall provide all necessary temporary measuring and recording equipment. The equipment shall be of a type generally used for this type of testing and shall be to the approval of the Engineer. All instruments shall be accurately calibrated before the tests begin.

On completion of the whole of the tests and when the Contractor is satisfied that the entire plant is operating satisfactorily and will fulfil the function for which it has been supplied, he shall submit to the Engineer triplicate copies of all test records and charts together with reports on all the tests called for in this Specification.

The Engineer shall reserve the right to ask for any reasonable additional tests or for the repetition of previous tests in order to prove that the operation of the plant is satisfactory and in accordance with the Specification and Drawings.

#### **C6.5 TEST CERTIFICATES**

The Contractor shall provide three copies of test certificates for the installed pumps and materials and equipment specified for testing. Further copies are to be bound into the manuals to be supplied.

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## PART D: ENVIRONMENTAL MANAGEMENT SPECIFICATION

### D.1 General

In order to ensure that the construction works is carried out in an environmentally sensitive manner, 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.

### D.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.

### D.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 give 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.

### D.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.

**D.5 Access**

- Access to existing roads, schools, buildings, shop and residential properties must not be impeded during construction.
- Access roads utilised by the Contractor must be maintained in good condition.

**D.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.

**D.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.

**D.8 Fauna**

- Contractor staff may not chase, catch or kill animals encountered during construction.

**D.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.

**D.10 Grave sites**

- Gravesites in close proximity to the road must not be disturbed during construction.

**D.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.

#### **D.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 conditions 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.

#### **D.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.

#### **D.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.

#### **D.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.

#### **D.16 Soil Management**

- Storm water 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.

#### **D.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.

#### **D.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.

#### **D.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.

#### **D.20 Waste Management**

- All general, non-hazardous waste must be placed in a skip container and disposed of at a registered waste disposal site.
- The container 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, plant empty lime bags, contaminated wash water, etc) must be stored in leakproof containers and disposed of 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.

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## PART E: OHSA 1993 HEALTH AND SAFETY SPECIFICATION

### E1 SCOPE

This specification covers the health and safety requirements to be met by the Contractor to ensure a continued safe and healthy environment for all workers, employees and subcontractors under his control and for all other persons entering the site of works.

This specification shall be read with the Occupational Health and Safety Act (Act No 85 and amendment Act No 181) 1993, and the corresponding Construction Regulations 2003, and all other safety codes and specifications referred to in the said Construction Regulations.

In terms of the OHSA Agreement in Section C1.2.4 of the Contract document, the status of the Contractor as mandatory to the Employer (client) is that of an employer in his own right, responsible to comply with all provisions of OHSA 1993 and the Construction Regulations 2003.

This safety specification and the Contractor's own Safety Plan as well as the Construction Regulations 2003, shall be displayed on site or made available for inspection by all workers, employees, inspectors and any other persons entering the site of works.

The following are possible risks associated with this project:

- Working with electrically powered equipment in the pump stations, with potential for electrical shock and fire.
- Working on the side of the tar road with the necessity of persons and equipment having to cross the road in face of oncoming traffic.
- Erection of travelling gantry, with potential of electrical shock due to faulty electrical installations etc.
- Dusty conditions resulting from land clearing and preparation activities.
- Possibility of lightning strikes when electrical storms are prevalent during the summer months.
- Possibility of runaway veld fires resulting from burning of de-bushed vegetation.
- Potentially dangerous existing services, i.e. gas lines, water and sewage mains, electrical high voltage cables, buried and overhead
- Deep excavations in soils requiring shoring or reducing of slopes
- Blasting of hard rock or demolition of concrete
- High pressure during testing of the pipe lines, which could result in potentially dangerous situations in the event of the pipeline or fittings failing
- Movement of construction vehicles on site, taking into consideration steep slopes, other traffic and existing services
- Exposure to possible injuries due to mishandling or failure of power and hand tools
- Non-conformance to specifications with regards to fasteners and materials
- Risks related to general safety and security on site

Additional risks may arise from specific methods of construction selected by the Contractor which are not necessary covered in the above.

### E2 DEFINITIONS

For the purpose of this contract the following shall apply:

- (a) **Employer**" where used in the contract documents and in this specification, means the Employer as defined in the General Conditions of Contract and it shall have the exact same meaning as "**client**" as defined in the Construction Regulations 2003. "**Employer**" and "**client**" is therefore interchangeable and shall be read in the context of the relevant document.
- (b) "**Contractor**" wherever used in the contract documents and in this specification, shall have the same meaning as "**Contractor**" as defined in the General Conditions of Contract.

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In this specification the terms “**principal contractor**” and “**contractor**” are replaced with “**Contractor**” and “**subcontractor**” respectively.

For the purpose of this contract the **Contractor** will, in terms of OHSA 1993, be the mandatory, without derogating from his status as an employer in his own right.

(c) “**Engineer**” where used in this specification, means the Engineer as defined in the General Conditions of Contract. In terms of the Construction Regulations the Engineer may act as agent on behalf of the Employer (the client as defined in the Construction Regulations).

### **E3 TENDERS**

The Contractor shall submit the following with his tender:

- (a) a documented Health and Safety Plan as stipulated in Regulation 5 of the Construction Regulations. The Safety Plan must be based on the Construction Regulations 2003 and will be subject to approval by the Employer;
- (b) a declaration to the effect that he has the competence and necessary resources to carry out the work safely in compliance with the Construction Regulations 2003;
- (c) a declaration to the effect that he made provision in his tender for the cost of the health and safety measures envisaged in the Construction Regulations.
- (d) Failure to submit the foregoing with his tender, will lead to the conclusion that the Contractor will not be able to carry out the work under the contract safely in accordance with the Construction Regulations.

### **E4 NOTIFICATION OF COMMENCEMENT OF CONSTRUCTION WORK**

After award of the contract, but before commencement of construction work, the Contractor shall, in terms of Regulation 3, notify the Provincial Director of the Department of Labour in writing if the following work is involved:

- (a) the demolition of structures and dismantling of fixed plant of height of 3,0m or more;
- (b) the use of explosives;
- (c) construction work that will exceed 30 days or 300 person-days;
- (e) excavation work deeper than 1,0m; or
- (f) working at a height greater than 3,0m above ground or landings.

The notification must be done in the form of the pro forma included under Section 9 (Forms to be completed by Successful Tenderer) of the tender document.

A copy of the notification form must be kept on site, available for inspection by inspectors, Employer, Engineer, employees and persons on site.

### **E5 RISK ASSESSMENT**

Before commencement of any construction work during the construction period, the Contractor shall have a risk assessment performed and recorded in writing by a competent person. (Refer Regulation 7 of the Construction Regulations 2003).

The risk assessment shall identify and evaluate the risks and hazards that may be expected during the execution of the work under the contract, and it shall include a documented plan of safe work procedures to mitigate, reduce or control the risks and hazards identified.

The risk assessment shall be available on site for inspection by inspectors, Employer, Engineer, subcontractors, employees, trade unions and health and safety committee members, and must be monitored and reviewed periodically by the Contractor.

## E6 APPOINTMENT OF EMPLOYEES AND SUBCONTRACTORS

### E6.1 Health and Safety plan

The Contractor shall appoint his employees and any subcontractors to be employed on the contract, in writing, and he shall provide them with a copy of his documented Health and Safety Plan, or relevant sections thereof. The Contractor shall ensure that all subcontractors and employees are committed to the implementation of his Safety Plan.

### E6.2 Health and safety induction training

The Contractor shall ensure that all employees under his control, including subcontractors and their employees, undergo a health and safety induction training course by a competent person before commencement of construction work. No visitor or other person shall be allowed or permitted to enter the site of the works unless such person has undergone health and safety training pertaining to hazards prevalent on site.

The Contractor shall ensure that every employee on site shall at all times be in possession of proof of the health and safety induction training issued by a competent person prior to commencement of construction work.

## E7. APPOINTMENT OF SAFETY PERSONNEL

### E7.1 Construction Supervisor

The Contractor shall appoint a full-time **Construction Supervisor** with the duty of supervising the performance of the construction work.

He may also have to appoint one or more competent employees to assist the construction supervisor where justified by the scope and complexity of the works.

### E7.2 Construction safety officer

Taking into consideration the size of the project and the hazards or dangers that can be expected, the Contractor shall appoint in writing a full-time or part-time **Construction Safety Officer** if so decided by the Inspector of the Department of Labour. The Safety Officer shall have the necessary competence and resources to perform his duties diligently.

Provision shall be made by the Contractor in his rates, to cover the cost of this dedicated construction safety officer appointed after award of the contract.

### E7.3 Health and safety representatives

In terms of **Section 17 and 18 of the Act (OHSA 1993)** the Contractor, being the employer in terms of the Act for the execution of the contract, shall appoint a **health and safety representative** whenever he has more than 20 employees in his employment on the site of the works. The health and safety representative must be selected from employees who are employed in a full-time capacity at a specific workplace.

The number of health and safety representatives for a workplace shall be at least one for every 100 employees.

The function of health and safety representative(s) will be to review the effectiveness of health and safety measures, to identify potential hazards and major incidents, to examine causes of incidents (in collaboration with his employer, the Contractor), to investigate complaints by employees relating to health and safety at work, to make representations to the employer (Contractor) or inspector on general matters affecting the health and safety of employees, to inspect the workplace, plant, machinery etc. on a regular base, to participate in consultations with inspectors and to attend meetings of the health and safety committee.

#### **E7.4 Health and safety committee**

In terms of Sections **17 and 18 of the Act (OHSA 1993)** the Contractor (as employer), shall establish one or more **health and safety committee(s)** where there are two or more health and safety representatives at a workplace. The persons selected by the Contractor to serve on the committee shall be designated in writing.

The function of the health and safety committee shall be to hold meetings at regular intervals, but at least once every three months, to review the health and safety measures on the contract, to discuss incidents related to health and safety with the Contractor and the inspector, and to make recommendations regarding health and safety to the Contractor and to keep record of recommendations and reports made by the committee.

#### **E7.5 Competent persons**

In accordance with the Construction Regulations the Contractor has to appoint in writing **competent persons** responsible for supervising construction work on each of the following work situations that may be expected on the site of the works.

- (a) Risk assessment and induction training as described in Regulation 7 of the Construction Regulations;
- (b) Fall protection as described in Regulation 8;
- (c) Formwork and support work as described in Regulation 10;
- (f) Excavation work as described in Regulation 11;
- (g) Demolition work as described in Regulation 12;
- (h) Scaffolding work as described in Regulation 14;
- (i) Suspended platform operations as described in Regulation 15;
- (j) Material hoists as described in Regulation 17;
- (k) Batch plant operations as described in Regulation 18;
- (l) Explosive powered tools as described in Regulation 19;
- (m) Cranes as described in Regulation 20;
- (n) Construction vehicle and mobile plant inspections on a daily basis by a competent person as described in Regulation 21(1);
- (o) Control of all temporary electrical installation on the construction site as described in Regulation 22;
- (p) Stacking and storage on construction sites as described in Regulation 26; and
- (q) Inspections of fire equipment as described in Regulation 27.

A competent person may be appointed for more than one part of the construction work with the understanding that the person must be suitably qualified and able to supervise at the same time the construction work on all the work situations for which he has been appointed.

The appointment of competent persons to supervise parts of the construction work does not relieve the Contractor from any of his responsibilities to comply with **all** requirements of the Construction Regulations.

### **E8. RECORDS AND REGISTERS**

In accordance with the Construction Regulations the Contractor is bound to keep records and registers related to health and safety on site for periodic inspection by inspectors, the Engineer, the Employer, trade union officials and subcontractors and employees. The following records and registers must be kept on site and shall be available for inspection at all times.

- (a) A copy of the OHSA 1993 Construction Regulations 2003;
- (b) A copy of this Health and Safety Specification;
- (c) A copy of the Contractor's Health and Safety Plan (Regulation 4);
- (d) A copy of the Notification of Construction Work (Regulation 3);
- (e) A health and safety file in terms of Regulation 5(7) with inputs by the Construction Safety Officer (Regulation 6(7));

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- (f) A copy of the risk assessment described in Regulation 7;
- (g) A full protection plan and the corresponding records of evaluation and training of employees working from elevated positions as described in Regulation 8;
- (h) Drawings pertaining to the design of structures (Regulation 9(3)) and formwork and support work structures (Regulation 10(d)) must be kept on site;
- (i) Pronouncement of the safety of excavations must be recorded in a register to be kept on site (Regulation 11(3)(h));
- (j) A copy of the certificate of the system design for suspended platforms (Regulation 15(3));
- (k) A notice must be affixed around the base towers of material hoists to indicate the maximum mass load, which may be carried at any one time by material hoists (Regulation 7(5));
- (l) Maintenance records of material hoists and inspection results must be kept in a record book to be kept on site (Regulation 17(8));
- (m) A record of any repairs to or maintenance of a batch plant must be kept on site (Regulations 18(9));
- (n) A warning notice must be displayed in a conspicuous manner when and wherever an explosive powered tool is used (Regulation 19(2));
- (o) A register for recording of findings by the competent person appointed to inspect construction vehicles and mobile plant (Regulation 21(1)(j)).

## **E9. CONTRACTORS RESPONSIBILITIES**

For this contract the Contractor will be the mandatory of the Employer (Client), as defined in the Act (OHSA 1993), which means that the Contractor has the status of employer in his own right in respect of the contract. The Contractor is therefore responsible for all the duties and obligations of an employer as set out in the Act (OHSA 1993) and the Construction Regulations 2003.

Before commencement of work under the contract, the Contractor shall enter into an agreement with the Employer (Client) to confirm his status as mandatory (employer) for the contract under consideration.

The Contractor's duties and responsibilities are clearly set out in the Construction Regulations 2003, and are not repeated in detail but some important aspects are highlighted hereafter, without relieving the Contractor of any of his duties and responsibilities in terms of the Construction Regulations.

(a) Contractor's position in relation to the Employer (Client) (Regulation 4)

In accordance with Section 4 of the Regulations, the Contractor shall liaise closely with the Employer or the Engineer on behalf of the Employer, to ensure that all requirements of the Act and the Regulations are met and complied with.

(b) The Principal Contractor and Contractor (Regulation 5)

The Contractor is in terms of the definition in Regulation 2(b) the equivalent of Principle Contractor as defined in the Construction Regulations, and he shall comply with all the provisions of Regulation 5.

Any subcontractors employed by the Contractor must be appointed in writing, setting out the terms of the appointment in respect of health and safety. An independent subcontractor shall however provide and demonstrate to the Contractor a suitable, acceptable and sufficiently documented health and safety plan before commencement of the subcontract. In the absence of such a health and safety plan the subcontractor shall undertake in writing that he will comply with the Contractor's safety plan, the health and safety specifications of the Employer and the Construction Regulations 2003.

(c) Supervision of construction work (Regulation 6)

The Contractor shall appoint the safety and other personnel and employees as required in terms of Regulation 6 and as set out in paragraph 7 above. Appointment of those personnel and employees does not relieve the Contractor from any of the obligations under Regulation 6.

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(d) Risk assessment (Regulation 7)

The Contractor shall have the risk assessment made as set out in paragraph 7 above before commencement of the work and it must be available on site for inspection at all times. The Contractor shall consult with the health and safety committee or health and safety representative(s) etc. on a regular basis to ensure that all employees, including subcontractors under his control, are informed and trained by a competent person regarding health hazards and related work procedures.

No subcontractor, employee or visitor shall be allowed to enter the site of works without prior health and safety induction training, all as specified in Regulation 7.

(e) Fall protection (Regulation 8)

Fall protection, if applicable to this contract shall comply in all respects with Regulation 8 of the Construction Regulations.

(f) Structures (Regulation 9)

The Contractor will be liable for all claims arising from collapse or failure of structures if he failed to comply with all the specifications, project specifications and drawings related to the structures, unless it can be proved that such collapse or failure can be attributed to faulty design or insufficient design standards on which the specifications and the drawings are based.

In addition the Contractor shall comply with all aspects of Regulation 9 of the Construction Regulations.

(g) Formwork and support work (Regulation 10)

The Contractor will be responsible for the adequate design of all formwork and support structures by a competent person.

All drawings pertaining to formwork shall be kept on site and all equipment and materials used in formwork, shall be carefully examined and checked for suitability by a competent person.

The provisions of Regulation 10 of the Construction Regulations shall be followed in every detail.

(h) Excavation work (Regulation 11)

It is essential that the Contractor shall follow the instructions and precautions in the Standard Specifications and Project Specifications as well as the provisions of the Construction Regulations to the letter as unsafe excavations can be a major hazard on any construction site. The Contractor shall therefore ensure that all excavation work is carried out under the supervision of a competent person, that inspections are carried out by a Professional Engineer or Technologist, and that all work is done in such a manner that no hazards are created by unsafe excavations and working conditions.

Supervision by a competent person will not relieve the Contractor from any of his duties and responsibilities under Regulation 11 of the Construction Regulations.

(i) Demolition work (Regulation 12)

Whenever demolition work is included in a contract, the Contractor shall comply with all the requirements of Regulation 12 of the Construction Regulations. The fact that a competent person has to be appointed by the Contractor does not relieve the Contractor from any of his responsibilities in respect of safety of demolition work.

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(j) Tunnelling (Regulation 13)

The Contractor shall comply with Regulation 13 wherever tunnelling of any kind is involved.

(k) Scaffolding (Regulation 14)

The Contractor shall ensure that all the provisions of Regulation 14 of the Construction Regulations are complied with. [Note: Reference in the Regulations to "Section 44 of the Act" should read "Section 43 of the Act"].

(l) Suspended platforms (Regulation 15)

Wherever suspended platforms will be necessary on any contract, the Contractor shall ensure that copies of the system design issued by a Professional Engineer are submitted to the Engineer for inspection and approval. The Contractor shall appoint competent persons as supervisors and competent scaffold erectors, operators and inspectors and ensure that all work related to suspended platforms are done in accordance with Regulation 15 of the Construction Regulations.

(m) Boatswain's chains (Regulation 16)

Where boatswain's chains are required on the construction site, the Contractor shall comply with Regulation 16.

(n) Material Hoists (Regulation 17)

Wherever applicable, the Contractor shall comply with the provisions of Regulation 17 to the letter.

(o) Batch plants (Regulation 18)

Wherever applicable, the Contractor shall ensure that all lifting machines, lifting tackle, conveyors, etc. used in the operation of a batch plant shall comply with, and that all operators, supervisors and employees are strictly held to the provisions of Regulation 18. The Contractor shall ensure that the General Safety Regulations (Government Notice R1031 of 30 May 1986), the Driven Machinery Regulations (Government Notice R295 of 26/2/1988) and the Electrical Installation Regulations (Government Notice R2271 of 11/10/1995) are adhered to by all involved.

In terms of the Regulations, records of repairs and maintenance shall be kept on site.

(p) Explosive powered tools (Regulation 19)

The Contractor shall ensure that, wherever explosive-powered tools are required to be used, all safety provisions of Regulation 19 are complied with.

It is especially important that warning notices are displayed and that the issue and return of cartridges and spent cartridges be recorded in a register to be kept on site.

(q) Cranes (Regulation 20)

Wherever the use of tower cranes becomes necessary, the provisions of Regulation 20 shall be complied with.

(r) Construction vehicles And mobile plant (Regulation 21)

The Contractor shall ensure that all construction vehicles and plant are in good working condition and safe for use, and that they are used in accordance with their design and intended use. The vehicles and plant shall only be operated by workers or operators who have received appropriate training, all in accordance with all the requirements of Regulation 21.

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All vehicles and plant must be inspected on a daily basis, prior to use, by a competent person and the findings must be recorded in a register to be kept on site.

(s) Electrical installation and machinery on construction sites (Regulation 22)

The Contractor shall comply with the Electrical Installation Regulations (Government Notice R2920 of 23 October 1992) and the Electrical Machinery Regulations (Government Notice R1953 of 12 August 1993). Before commencement of construction, the Contractor shall take adequate steps to ascertain the presence of, and guard against dangers and hazards due to electrical cables and apparatus under, over or on the site.

All temporary electrical installations on the site shall be under the control of a competent person, without relieving the Contractor of his responsibility for the health and safety of all workers and persons on site in terms of Regulation 22.

(t) Use of temporary storage of flammable liquids on construction sites (Regulation 23)

The Contractor shall comply with the provisions of the General Safety Regulations (Government Notice R1031 of 30 May 1986) and all the provisions of Regulation 23 of the Construction Regulations to ensure a safe and hazard-free environment to all workers and other persons on site.

(u) Water environments (Regulation 24)

Where construction work is done over or in close proximity to water, the provisions of Regulation 24 shall apply.

(v) Housekeeping on Construction sites (Regulation 25)

Housekeeping on all construction sites shall be in accordance with the provisions of the environment Regulations for workplaces (Government Notice R2281 of 16 October 1987) and all the provisions of Regulation 25 of the Construction Regulations.

(w) Stacking and storage on construction sites (Regulation 26)

The provisions for the stacking of articles contained in the General Safety Regulations (Government Notice R1031 of 30 May 1986) as well as all the provisions Regulation 26 of the Construction Regulations shall apply.

(x) Fire precautions on construction sites (Regulation 27)

The provisions of the Environmental Regulations for Workplaces (Government Notice R2281 of 16 October 1987) shall apply.

In addition the necessary precautions shall be taken to prevent the incidence of fires, to provide adequate and sufficient fire protection equipment, sirens, escape routes etc. all in accordance with Regulation 27 of the Construction Regulations.

(y) Construction welfare facilities (Regulation 28)

The Contractor shall comply with the construction site provisions as in the Facilities Regulations (Government Notice R1593 of 12 August 1988) and the provisions of Regulation 28 of the Construction Regulations.

(z) Non-compliance with the Construction Regulations 2003

The foregoing is a summary of parts of the Construction Regulations applicable to all construction projects.

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The Contractor, as employer for the execution of the contract, shall ensure that all provisions of the Construction Regulations applicable to the contract under consideration are complied with to the letter.

Should the Contractor fail to comply with the provisions of the Regulations 3 to 28 as listed in Regulation 30, he will be guilty of an offence and will be liable, upon conviction, to the fines or imprisonment as set out in Regulation 30.

***The Contractor is advised in his own interest to make a careful study of the Act and the Construction Regulations as ignorance of the Act and the Regulations will not be accepted in any proceedings related to non-conformance to the Act and the Regulations.***

## **E10. MEASUREMENT AND PAYMENT**

### **E10.1 Principles**

It is a condition of this contract that Contractors, who submit tenders for this contract, shall make provision in their tenders for the cost of all health and safety measures during the construction process. All associated activities and expenditure are deemed to be included in the Contractor's tendered rates and prices.

#### **(a) Safety personnel**

The Construction Supervisor, the Construction Safety Officer, Health and Safety Representatives, Health and Safety Committee and Competent Persons referred to in clauses 7.1 to 7.5 shall be members of the Contractor's personnel, and no additional payment will be made for the appointment of such safety personnel.

#### **(b) Records and Registers**

The keeping of health and safety-related records and registers as described in 8 is regarded as a normal duty of the Contractor for which no additional payment will be considered, and which is deemed to be included in the Contractor's tendered rates and prices.



**ROOTED IN THE FUTURE**

**TENDER NO. LEDA/KKP/2025/26-2D**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE DESIGN, CONSTRUCTION, REFURBISHMENT AND UPGRADE OF EXISTING BUILDING FACILITY AND INSTALLATION OF SWEET POTATO YOGHURT PROCESSING MACHINERY FOR KGAROSE KGAROS PTY LTD AT SESHEGO INDUSTRIAL PARK. CIDB GRADING:7GB OR HIGHER**

## **PART C 4: SITE INFORMATION**

### **C4.1: LOCALITY MAP**

**Co-ordinates:** S 22°27'9.93"; E 30°30'13.99"

#### **C4.2: CONSTRUCTION NOTICE BOARD**

**See attached Drawing in Schedule**