



# INDEPENDENT DEVELOPMENT TRUST

Contract No.: DOEEC/02/2022/2023

A Tender for Category 4GB or higher CIDB Registered Contractors

## COMPLETION OF VUKAYIBAMBE SSS

LOCATED IN BIZANA IN ALFRED NDZO DISTRICT, EASTERN CAPE PROVINCE

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

NAME OF DULY AUTHORIZED PERSON: \_\_\_\_\_

ADDRESS : \_\_\_\_\_  
\_\_\_\_\_

TEL. NUMBER : \_\_\_\_\_

CELL NUMBER : \_\_\_\_\_

FAX NUMBER : \_\_\_\_\_

E-MAIL : \_\_\_\_\_

CRS NUMBER : \_\_\_\_\_

CSD NUMBER : \_\_\_\_\_

ISSUED BY:

**Independent Development Trust**  
Palm Square Business Park  
Silverwood House  
Bonza Bay Road, East London  
Tel: 043 711 6000.

PREPARED BY:

**BHC Built Environment Professionals.**  
2 Salisbury Ave.  
Mill Park Gqeberha  
Tel: 0413730736



# **INDEPENDENT DEVELOPMENT TRUST**

## **THE WORKS**

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

**AT**

## **VUKAYIBAMBE S S S**

**LOCATED BIZANA IN ALFRED NDZO DISTRICT, EASTERN CAPE PROVINCE**

**TENDER NO: DOEEC/02/2022/2023**

**CLOSING DATE: 23rd of May 2022 @ 11H00**

### **ISSUED**

**Independent Development Trust**  
Palm Square Business Park  
Silverwood House  
Bonza Bay Road, East London  
Tel: 043 711 6000.

### **PREPARED**

**BHC Built Environment Professionals.**  
2 Salisbury Ave.  
Mill Park Gqeberha  
Tel: 0413730736



# INDEPENDENT DEVELOPMENT TRUST

**BID NOTICE No: DoEEC/02/2022/2023: 22nd of April 2022**

**Note: BID closes on 23rd of May 2022 @ 11:00**

The Independent Development Trust on behalf of the Provincial Department of Education (DoE) hereby invites prospective service providers to submit bids for construction works on the projects in the Eastern Cape Province as listed below.

CIDB tender value range grading as reflected in the Register of Contractors will be used as indicated below:

Name of Projects	Town	IDT Project Number	EMIS Number	Compulsory Site Briefing Meeting	CIDB Grading	Principal Agent
<b>Vukayibambe SSS</b>  -31.01005100 South, 29.69540500 East	Bizana	DOE16EC AR003	200501278	11th of May 2022	4 GB or Higher	BHC Built Environment Professionals 041 373 0736

**Compulsory Site Briefing Meeting** will take place at **Vukayibambe SSS** in Bizana. Ward 11 Alfred Ndzo (-31.01005100 South, 29.69540500 East)

Bid Documents which must be completed and submitted are available for download on IDT website: [www.idt.org.za/business-opportunities/current tender bulletin](http://www.idt.org.za/business-opportunities/current-tender-bulletin), iTender, tenders or National Treasury eTender on: [www.treasury.gov.za](http://www.treasury.gov.za) from **22nd of April 2022**. All documents must be downloaded and printed by the bidders from the abovementioned sites.

**Bidders shall meet the following compulsory requirements before being evaluated further on functionality, price and B-BBEE:**

## **Mandatory Requirements/Documents:**

- Valid copy of a Letter of Good Standing (Workman's Compensation, COIDA) or FEM Letter of Good Standing; If a Joint Venture, then all partners must submit their own (COIDA) Registration Certificate.
- **Fully Completed and Signed Standard Bidding Documents:**

- ✓ Invitation to Bid (SBD 1)
  - ✓ Declaration of Interest (SBD 4)
  - ✓ Local Production and Content (SBD 6.2) (including all the annexures C. Bidders must return Annexure C. All blank spaces must be completed. Bidders to indicate items that are not applicable.)
- Signed and fully completed Original Certificate/Affidavit of Authority for Signatory(only if there is more than one director)
  - Signed Joint Venture or consortium Agreement Between Parties showing project sharing percentage (where applicable) signed by all parties.
  - Proof of valid and active CIDB grading designation certificate (Joint Ventures Must submit valid and active consolidated CIDB grading registration certificate)
  - Fully completed Signed Form of Offer and Acceptance.
  - Fully priced and completed Bills of Quantities, Electrical and Mechanical Installations.
  - Attendance of compulsory tender briefing meeting and signing of the attendance register.
  - Subcontracting proposal and methodology on how the Contractor is going to deal with possible community unrest.
  - No Copies, no correctional fluids, erasable pen or a lead pencil will be used on any of the submitted forms. Only black ink must be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties.
  - Proof of Central Supplier Database (CSD) registration – CSD Number (Joint Ventures must submit CSD both JV partners.

**NB: Failure to comply with any of the above-mentioned requirements will result in automatic disqualification of the bid response.**

**Non-Mandatory Returnable Documents:**

1. Tax Compliance Letter with a unique pin
2. A detailed CIPC document with all the original certified (not older than 3 months) ID's of all directors listed in CIPC.
3. Acknowledgement of Addenda to the tender document.

## Evaluation Criteria

### **STAGE 2– Functionality**

Bidders are to obtain a minimum of **70** points of the total functionality points to be considered for the next stage

#### **FUNCTIONALITY**

<b>Functionality area</b>	<b>Points</b>
Experience on similar scale projects	35points
Qualifications & competencies of key staff	20 points
Project Specific Programme schedule and cash flow	20 points
Client References	25 points
<b>Total</b>	<b>100 Points</b>

NB: Minimum qualifying functionality threshold is **70 points out 100**

### **STAGE 2 – Price**

The Point System to be applied will be 100 points allocated for price.

Only bidders who obtain 70 points or higher on the functionality threshold will be evaluated further.

Bidders that do not get a positive response from the IDT within a period of 90 days from the closing date, should understand that their Bids have not been successful.

#### **For enquiries, please contact:**

**Technical enquiries:** Mr A. Moyo

**Tel no:** 041 373 0736

**Email address:** [Admire@bhcbep.co.za](mailto:Admire@bhcbep.co.za)

**Supply Chain Management enquiries:** S. Makhura

**Tel no:** 043 711 6000

**Email address:** [SamM@idt.org.za](mailto:SamM@idt.org.za)

**RETURN OF BID DOCUMENTS:**

- Telegraphic, telephonic, telex, facsimile, electronic and/or late bids will not be accepted
- Requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Bid Data document
- All bids must be submitted on the official forms – (not to be re-typed)
- Bids will not be opened in public

<b>BID DOCUMENTS MAY BE POSTED TO:</b>  N/A	<b>OR</b>	<b>DEPOSITED IN THE BID BOX AT:</b>  <b>INDEPENDENT DEVELOPMENT TRUST, PALM SQUARE BUSINESS PARK, SILVERWOOD HOUSE, BONZA BAY ROAD, BEACON BAY, EAST LONDON</b>
---------------------------------------------------	-----------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------



## INDEPENDENT DEVELOPMENT TRUST

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

# Contents

Number | Heading

## The Tender

### Part T1: Tendering procedures

Copy of the tender Advert

T1.1 | Tender Notice and Invitation to Tender

T1.2 | Tender Data

### Part T2: Returnable documents

T2.1 | List of Returnable Documents

T2.2 | Returnable Schedules

## The Contract

### Part C1: Agreement and Contract Data

C1.1 | Form of Offer and Acceptance

C1.2 | Contract Data

C1.3 | Construction Guarantee

C1.4 | Adjudicators appointment

### Part C2: Pricing data

C2.1 | Pricing Instructions

C2.2 | Bills of Quantities

### Part C3: Scope of Work

C3 | Scope of Work

### Part C4: Site information

C4.1 | Site Information

C4.2 | Project Health and Safety Specification

C4.3 | COVID-19 Specification

C4.4 | HIV/AIDS Specification

**Part C5: Annexures**

- C5.1 Annexure A – Profoma agreement in terms of OHS Act 1993
- C5.2 Annexure B – Notification of Construction Work
- C5.3 Annexure C – List of Drawings & Drawings
- C5.4 Annexure D – The JBCC Principal Building Agreement

# INDEPENDENT DEVELOPMENT TRUST

## T1.1 Tender Notice and Invitation to Tender

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

It is estimated that tenderers should have a CIDB contractor grading of **4GB or higher**

The physical address for **collection** of tender documents is:

### Independent Development Trust

Palm Square Business Park  
Silverwood House  
Bonza Bay Road, East London  
Tel: 043 711 6000.

**22nd of April 2022**

**Tender document to be downloaded from IDT Website [www.idt.org.za/](http://www.idt.org.za/) business opportunities/current bulletin, iTender, eTender or National Treasury as per tender Advert**

Queries relating to the issues of these documents may be addressed to:

**Sam Makhura**

**Tel no:** 043 711 6000

**Email address:** [SamM@idt.org.za](mailto:SamM@idt.org.za)

Tender documents to be submitted at the tender box of the IDT office:

### INDEPENDENT DEVELOPMENT TRUST OFFICES

Palm Square Business Park  
Silverwood House,  
Bonza Bay Road, East London  
Tel:0437116000

**A compulsory clarification meeting with representatives of the Employer will take place on the 6<sup>th</sup> of May on site at Vukayibambe SSS, in Bizana. Ward 11 Alfred Ndzo. -31.01005100 South, 29.69540500 East**

The closing date and time for receipt of tenders is **23rd May 2022 at 11h00.**

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

<b>PLEASE NOTE THE FOLLOWING IMPORTANT DATES</b>
--------------------------------------------------

- **Tender Closing Date: 23rd of May 2022 at 11h00hrs**

## INDEPENDENT DEVELOPMENT TRUST

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

### T1.2 Tender Data

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

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender. Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

#### The additional conditions of tender are:

Clause number	Tender Data for BID NO: BID No: DOEEC/02/2022/2023
F.1.1	The employer is the <b>Independent Development Trust, Eastern Cape Region</b>
F.1.2	The tender documents issued by the employer comprises: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules <b>Part 1: Agreements and contract data</b> C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's appointment <b>Part 2: Pricing data</b> C2.1 Pricing instructions C2.2 Bills of Quantities <b>Part 3: Scope of work</b> C3 Scope of work <b>Part 4 : Site information</b> C4.1 Site Information C4.2Project Health and Safety Specification C4.3COVID-19 Specification C4.4HIV/AIDS Specification <b>Part C5 :Annexures</b> C5.1Annexure A – Profoma agreement in terms of OHS Act 1993 C5.2Annexure B – Notification of Construction Work C5.3Annexure C – List of Drawings C5.4Annexure D – The JBCC Principal Building Agreement

F.1.4 The employer's agent is:

**BHC Built Environment Professionals.**

2 Salisbury Ave.  
Mill Park Gqeberha  
Tel: 0413730736  
[info@bhcbep.co.za](mailto:info@bhcbep.co.za)

F.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **Grade 4GB or higher class** of construction work, are eligible to submit tenders.

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 has a contractor grading designation in the Grade 4GB or higher class of construction work; and
3. the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor grading designation determined in accordance with the sum tendered for a **(4GB or higher ) General Building** class of construction work.

F.2.7 A compulsory briefing with representatives of the employer will be held at **Vukayibambe SSS(-31.01005100 South, 29.69540500 East)** on the **11th of May 2022** .

F.2.12 No alternative tender offers will be considered

F.2.13.3 Parts of each tender offer communicated on paper shall be submitted as one original (i.e. no copies should be submitted).

F.2.13.5 The employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:

F2.15.1

**Location of tender box: Physical address: -**

**INDEPENDENT DEVELOPMENT TRUST OFFICES**

Palm Square Business Park  
Silverwood House,  
Bonza Bay Road, East London  
0700

**Identification details:**

**Project no: BID No: DOEEC/02/2022/2023**

**Title:** The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

**Postal address: P O Box 55386, Silverwood House, Bonza Bay Road, East London , 0700**

F.2.15 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

**Closing date: 23rd May 2022**  
**Closing time: 11h00**

- F.2.15 Telephonic, Telegraphic, Telex, Facsimile or E-mailed tender offers will not be accepted.
- F.2.16 The tender offer validity period is **90 (Ninety) days**.
- F.2.17 The contract duration is **4 Months from** date of Site Handover.
- F.2.23 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board; Compensation of Injury Diseases Act certificate (COIDA) and a valid Tax Clearance Certificate issued by the South African Revenue Services.  
Where a tenderer tenders through joint venture formation, such tenderers should include a joint venture agreement duly signed by each partner and stamped by commissioner of oath.
- F.3.4 Tenders will not be opened immediately after the closing time, they will be posted on the IDT Website within 7 days of closure.

**F.3.11 Tender offers will only be accepted if the following are submitted**

No	Gate Keeper (Compulsory) Criteria	Gate Keeper Criteria Description
1	Proof of authority to sign the document must be submitted e.g. company resolution.( Only if the company has more than one Director)	Proof of authority to sign the document must be submitted on Company Letterhead e.g. company resolution.
2	Letter of good standing/Copy of registration (COIDA/FEM) from the Department of Labour	Valid Letter of Good Standing (Workman's Compensation, COIDA) or FEM Letter of Good Standing. If JV all partners must submit
3	CIDB Grading Certificate.	Required valid and active CIDB Grading equivalent for the works. JV's to submit consolidated CIDB Grading.
4	Fully & Duly Completed Detailed Bills of Quantities (BOQ), Written In Black Ink	All items in the original Bill of Quantities must be priced (rates and amounts and totals) with the exception of preliminaries (contractor can select options in line with the PBA JBCC March 2005 Edition 4.1), written in Ink. No Copies, no correctional fluids, erasable pen or a lead pencil must be used in the BOQ. Only black ink must be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties. All blanks spaces to be completed.
5	Consortium / Joint Venture Agreement	<b>If Applicable</b> , JV Agreement signed by all parties of the JV. and signed & stamped by the commissioner of oaths.
6	Duly Completed Form of Offer	Fully & Duly Completed and Signed form of offer and witnessed. All blanks spaces must be completed.
7	Duly completed and signed Invitation to BID, Part A and B (SBD 1)	Fully & Duly Completed and signed Invitation to BID, Part A and B (SBD 1). All blank spaces must be completed. Bidders to indicate items that are not applicable.
8	Duly completed Declaration of Interest (SBD 4)	Fully & Duly Completed and Signed Declaration of Interest Form (SBD 4). All blank spaces must be completed. Bidders to indicate items that are not applicable.
9	Subcontracting Proposal and Methodology	Tenderers must submit a methodology statement detailing how they intend to implement subcontracting and also how they intend to contribute towards the community empowerment. The Methodology statement must: <ul style="list-style-type: none"> <li>➤ clearly show the percentage extent of the intended total subcontracting.</li> <li>➤ Clearly outline how the Bidder will deal with civil unrest/protest which may arise in this regard.</li> </ul> <b>NB:</b> The Tenderers who will fail to comply with this requirement will be considered unresponsive, and will not be considered for further evaluation or award.
10	Duly Completed and Signed Local content form (SBD 6.2)	Fully & Duly Completed and Signed Local content form (SBD 6.2) including all the annexures C, D & E. Bidders must return Annexure C. Annexure D & E to be kept by the bidder for verification/audit upon appointment. All blanks spaces must be completed. Bidders to indicate items that are not applicable.  Only locally (South Africa) manufactured product that meet the stipulated minimum threshold for local content will be considered (Preferential Procurement Regulations 2017).  A Bid that fails to meet the stipulated threshold for local production and content is unacceptable and will be disqualified

11	No Copies, no correctional fluids, erasable pen or a lead pencil will be used on any of the submitted forms. Only black ink must be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties.	No Copies, no correctional fluids, erasable pen or a lead pencil will be used on any of the submitted forms. Only black ink must be used to complete documents. Any mistakes must be neatly crossed out and countersigned by all relevant parties.
----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

**Instruction notes:**

- **All blanks spaces must be completed on all the SBD forms.**
- **Bidders to indicate items that are not applicable to them on all the forms.**
- **Bidders are advised to fill in the correct information on all the SBD forms.**
- **Bidders are encouraged to familiarize themselves with the project site in order to assist them in planning, pricing and executing the project.**

**4.3.3 Functionality Criteria**

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

Scoring Quality (Functionality)

A maximum equal to **100 tender evaluation points** will be awarded for quality. Only bidders who score 70% and above (i.e. 70 points and above out of a total of 100 points) will be further evaluated for price.

The functionality will be scored using the following values:

- 100 points – Quality
  - 35points – Experience on similar scale projects
  - 20 points – Qualifications & competencies of key staff
  - 20 points – Project Specific Programme schedule and cash flow
  - 25 points – Client References

**Notes:**

1. **Bidders are required to score minimum points of 70 (70%) for Functionality stated in tender data.**
2. **Bidders who fail to meet the required minimum number of points for functionality stated in the tender data will not be evaluated further.**
3. **Bidders who fail to submit information as per the returnable schedules will not be allocated points.**

## ALLOCATION OF FUNCTIONALITY POINTS

### Relevant Experience on Similar Construction Projects (35 points):

Points are allocated for relevant experience on similar construction projects completed in the past 5 years. The similarity refers to the project of similar kind, complexity and value in terms of the CIDB categorization. In support tenderers are to complete the "Project Experience" returnable schedule.

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

<b>Number of Similar Construction Projects completed in the last 5 years</b>	<b>Number of points</b>
5	35
4	28
3	21
2	14
1	7
0	0

**Qualifications and Key Personnel (20 points):**

Points are allocated for educational qualifications and professional registration of allocated key personnel for the project under consideration. For each key personnel allocated to the project, the bidders shall submit for following: Curriculum Vitae together with certified proof of qualifications and professional registration (as per returnable schedule B 3.1 and B 3.2)

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

**Highest qualifications and Professional Registration (8 points)**

Category	Qualification		Professional Registration		Total Points
	Degree	Diploma	Yes	No	
Contract Director	3	2	1	0	
Site Agent/Manager	3	2	1	0	
<b>Subtotal number of points</b>	<b>6</b>	<b>4</b>	<b>2</b>	<b>0</b>	

**Competence of Key Personnel (Subtotal 12 Points)**

Category	Experience			
	Between 1- 4 years	Between 4-7 years	Between 7-10 years	Over 10 years
Contract Director	2	4	5	6
Site Agent/Manager	2	4	5	6
<b>Subtotal number of points</b>	<b>4</b>	<b>8</b>	<b>10</b>	<b>12</b>

**Project Schedule (20 points):**

Points are awarded for project duration undertaking as per returnable activity schedule B1.2. This represents only key project deliverables and runs from the assumed start date indicated, for purposes of uniformity and ease of comparison. Failure to populate returnable schedule B1.2 in full will result in zero points awarded (NB: Bidders reminded that penalty clause is applicable in the event that bidders offer unrealistically short duration just to score higher points) The shortest realistic project duration will receive 20 points, with comparative duration awarded points in line with the formula below:

$$\text{PrSc} = 20 \times (\text{Dm}/\text{D})$$

Where:

PrSC = No. of points scored for project schedule

Dm = lowest acceptable comparative project duration in Days

D = Comparative project duration in Days of tender under consideration

**Client References (25 points):**

Points are allocated for performance on previous projects executed in terms of the respective completed “Client Reference Scorecards” (see returnable schedules) for the projects listed on the abovementioned “Relevant Project Experience” returnable schedule and attach thereto copies of relevant completion certificates (appointment letter, practical completion or works completion or final completion or an original certified letter from the client confirming completion of such a project).

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

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Project management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

**Contracting Document**

JBCC Series 2000 PBA March 2005, Edition 4.1

**4.3.4. Financial Offer Points**

Variables	Total Points	Criteria	Description Of Criteria	Points
Financial Offer / Price:				
Financial Offer/Price	100	Formula=2 Option 1, $A=(1-\frac{p-p_m}{p_m})$	Formula used to calculate financial offer/price points	
		$P_m$ =The comparative Price offer of the mean/average qualifying tenderer		
		$P$ =The comparative offer of the tender under consideration		
	100			

## 1. LIST OF RETURNABLE SCHEDULES

Returnable Schedules required only for tender evaluation purposes (certified copies not older than six months or originals of the following documents):

No	Non Statutory (Non Compulsory) Requirements	Non Statutory (Non Compulsory) Requirements Description
1	Checklist for Tender Submission	Checklist for Tender Submission
2	Details of Tender	Details of Tender
3	Letter of Intent to Provide Security / Guarantee	Letter of Intent to Provide Security/ Guarantee from accredited financial institution
4	Contractor's Health and Safety Declaration	Contractor's Health and Safety Declaration
5	Litigation History	Litigation History – bidder to disclose all the pending litigations against their company
6	<b>Past Projects undertaken by the Tenderer in the last 10 years</b>	Past Completed Projects undertaken by the Tenderer in the last 10 years
8	<b>Tenderer's Competence &amp; Performance on Similar Projects</b>	Tenderer's Competence & Performance on Similar Projects
9	Record of Addenda to Tender Documents	Record of Addenda to Tender Documents
10	Proposed amendments and Qualifications	Proposed amendments and Qualifications
11	Detailed Cash-Flow	Detailed Cash-Flow
12	<b>Key Personnel</b>	Curriculum Vitae of Key Personnel and Certified Qualifications that are not older than 6 months
13	Proposed Project Organogram	Proposed Project Organogram
14	Detailed Resourcing schedule	Detailed Resourcing schedule
15	Tax Clearance certificate	Submission of valid Tax compliance status form (PIN)

### Notes:

1. Tenderers are required to score minimum points of 70 for Functionality stated in tender data.
2. Tenderers who fail to meet the required minimum number of points for functionality stated in the tender data will not be evaluated further.
3. Tenderers who fail to submit information as per the returnable schedules will not be allocated points.

**Relevant Experience (Returnable schedule)**

The Tenderer shall provide details of his performance on each of the previous relevant projects. Failure to complete the table below will result in no points allocated. No “see attached” will be accepted

<b>LIST THE FIVE(5) LARGEST PROJECTS COMPLETED BY YOUR FIRM IN THE LAST TEN YEARS</b>			
<i>Name of Project Completed and Scope of work</i>	<i>Name of Project Manager &amp; Telephone no.</i>	<i>Name of Client &amp; Telephone no.</i>	<i>Value of Project</i>

**T2.1.20 EVALUATION SCHEDULE: CLIENT REFERENCES**

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

The following are to be **completed by the Client or Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Client or Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points.

<b>PROJECT NAME &amp; SCOPE OF WORK:</b>
------------------------------------------

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

**Client:** ..

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

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

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

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Project management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

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

.....

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

**Telephone:**.....

**PA Signature:** .....

**Date:** .....

<b>Stamp</b>
--------------

**Client Signature:** .....

**Date:** .....

<b>Stamp</b>
--------------

**T2.1.20 EVALUATION SCHEDULE: CLIENT REFERENCES**

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

The following are to be **completed by the Client or Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Client or Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points.

**PROJECT NAME & SCOPE OF WORK:**

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

**Client:** ..

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

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

Actual Contract Duration: .....

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

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

.....

.....

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

**Telephone:**.....

**PA Signature:** .....

**Date:** .....



**Client Signature:** .....

**Date:** .....



**T2.1.20 EVALUATION SCHEDULE: CLIENT REFERENCES**

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

The following are to be **completed by the Client or Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Client or Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points.

<b>PROJECT NAME &amp; SCOPE OF WORK:</b>
------------------------------------------

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

**Client:** ..

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

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

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

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

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

.....

.....

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

**Telephone:**.....

**PA Signature:** .....

**Date:** .....

<b>Stamp</b>
--------------

**Client Signature:** .....

**Date:** .....

<b>Stamp</b>
--------------

**T2.1.20 EVALUATION SCHEDULE: CLIENT REFERENCES**

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

The following are to be **completed by the Client or Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Client or Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points.

<b>PROJECT NAME &amp; SCOPE OF WORK:</b>
------------------------------------------

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

**Client:** ..

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

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

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

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

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

.....

.....

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

**Telephone:**.....

**PA Signature:** .....

**Date:** .....

<b>Stamp</b>
--------------

**Client Signature:** .....

**Date:** .....

<b>Stamp</b>
--------------

**T2.1.20 EVALUATION SCHEDULE: CLIENT REFERENCES**

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

The following are to be **completed by the Client or Principal Agent** and is to be supported in each case by a letter of award and the works completion certificate. Client or Principal Agent must sign and stamp the documents, failure to obtain both signatures and stamps will result in no allocation of points.

<b>PROJECT NAME &amp; SCOPE OF WORK:</b>
------------------------------------------

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

**Client:** ..

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

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

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

Description / Performance	Very poor (1)	Poor (2)	Fair (3)	Good (4)	Excellent (5)
Quality of office administration					
Quality of site management					
Competence of foreman					
Co-operation during contract					
Quality of workmanship					
Quality of materials					
Programme management					
Rectification of condemned work					
Tidiness of site					
Adequacy of equipment					
Adequacy of labour force					
Procurement of materials					
Labour relations					

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

.....

.....

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

**Telephone:**.....

**PA Signature:** .....

**Date:** .....



**Client Signature:** .....

**Date:** .....



B1.2 Project Shedule				
Project Start Date		A		
		27-July-22		
<b>B1.2 (a) Site preparation</b>				
Item No.	Description of activity	Start Date	Finish Date	No. of Calendar days
		B	C	D
1	Site Handover			1
2	Site Establishment			
<b>B1.2 (b) Construction of new school facility</b>				
Item No.	Description	Start Date	Finish Date	No. of Calender days
		E	F	G
3	Borehole drilling			
4	Water Testing (onsite Testing & Lab testing)			
5	Elevated Tank stand			
6	Ablutions Block Masonry/Brickwork			
7	Roofing			
8	Inspections			
9	Landscaping			
10	Prefabricated Structures Refurbishment,installation of steps(Weekends)			
<b>B1.2 (c)</b>				

<b>Finishing</b>				
<b>Item No.</b>	<b>Description of activity</b>	<b>Start Date</b>	<b>Finish Date</b>	<b>No. of Calendar days</b>
		<b>H</b>	<b>I</b>	<b>J</b>
1	Practical Completion			
2	Snagging			
3	Works Completion			
	<b>Project Start Date</b>	<b>Project Finish / Hand Over Date (P)</b>	<b>Total Number of Calendar Days (I - A)</b>	
	<b>A</b>	<b>I</b>	<b>K</b>	
	27-July-22			

**Record of Addenda to tender documents**

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed	Date
.....	.....
Name	Position
.....	.....
Identity number	.....
.....	
Tenderer	
.....	

## SCHEDULE OF PLANT AND EQUIPMENT

The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract if my / our tender is accepted. **(Please attach proof of ownership of plant owned)**

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

PLANT AND EQUIPMENT	DESCRIPTION ( <i>type, size, capacity etc</i> )	LICENSE NUMBER	YEAR OF MANUFACTURE
<i>Plant and Equipment 1</i>			
<i>Plant and Equipment 2</i>			
<i>Plant and Equipment 3</i>			
<i>Plant and Equipment 4</i>			
<i>Plant and Equipment 5</i>			
<i>Plant and Equipment 6</i>			

***Attach additional pages if more space is required***

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

PLANT AND EQUIPMENT	DESCRIPTION ( <i>type, size, capacity etc</i> )	LICENSE NUMBER	HOW ACQUIRED	
			HIRE/BUY	SOURCE
<i>Plant and Equipment 1</i>				
<i>Plant and Equipment 2</i>				
<i>Plant and Equipment 3</i>				
<i>Plant and Equipment 4</i>				
<i>Plant and Equipment 5</i>				
<i>Plant and Equipment 6</i>				

***Attach additional pages if more space is required***

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

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

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

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

DATE:.....



## KEY PERSONNEL

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

**The Tenderer shall list below the personnel which he intends to utilize on the Works, including key personnel which may have to be brought in from outside if not available locally.**

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

The Tenderer shall attach hereto the *curricula vitae*, in the form included hereafter, of at least the site agent and the project manager. The information is necessary for evaluation of the tender.

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

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

DATE:.....









**PRELIMINARY PROGRAMME**

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

<b>NOTE: ONLY COMPUTER GENERATED PRELIMINARY PROGRAM WILL BE CONSIDERED</b>
-----------------------------------------------------------------------------

**PROGRAMME (EXAMPLE ONLY)**

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

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

The following aspects of the preliminary programme will be considered:

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

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

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

DATE:.....

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE INDEPENDENT DEVELOPMENT TRUST</b>					
BID NUMBER:	<b>DOEEC/02/2022/2023</b>	CLOSING DATE:	<b>23rd of May 2022</b>	CLOSING TIME:	<b>11h00</b>
DESCRIPTION	<p>The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats  Male Students x 6 seats.  Female Students x 10 seats.  Electrical reticulation to the ablutions.  External Works consists of the following:  Walkways, aprons . Borehole drilling and Construction of an elevated water tank.  General Landscaping and filling.</p>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED</b>					
Palm Square Business Centre, Silverwood House, Bonza Bay Road, Beacon Bay					
East London					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Sam Makhura		CONTACT PERSON	Admire Moyo	
TELEPHONE NUMBER	043 711 6000		TELEPHONE NUMBER	041 373 0736	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	<a href="mailto:SamM@idt.org.za">SamM@idt.org.za</a>		E-MAIL ADDRESS	<a href="mailto:admire@bhcbep.co.za">admire@bhcbep.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

<p><b>a) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES ENCLOSE PROOF]</p>	<p><b>b) ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b></p>	<p><input type="checkbox"/>Yes <input type="checkbox"/>No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]</p>
----------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  
 NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?  YES  
 NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  
 YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?   
YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  YES  
 NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

## PART B

### TERMS AND CONDITIONS FOR BIDDING

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED- (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE JOINT BUILDING CONTRACT COMMITTEE (JBCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A JBCC AGREEMENT.**

**2. TAX COMPLIANCE REQUIREMENTS**

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise, employed by the state?

YES / NO

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

Full Name	Identity Number	Name of State institution

**2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution?**

**YES / NO**

**2.2.1 If so, furnish particulars:**

.....  
.....

**2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?**

**YES / NO**

**2.3.1 If so, furnish particulars:**

.....  
.....

**3 DECLARATION**

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

**3.1 I have read, and I understand the contents of this disclosure.**

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

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

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

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

**3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.**

**3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.**

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

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

.....

**Signature**

**Date**

.....

**Position**

**Name of bidder**

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

1.1 Name of company/firm:.....

1.2 VAT registration number:.....

1.3 Company registration number:.....

**1.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**1.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**1.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

WITNESSES	
1.	.....
2.	.....

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:	.....
ADDRESS	.....

## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

### 1. General Conditions

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

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

Where

x is the imported content in Rand

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

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

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

1.6 A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

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

3.

Item	Description of Service	Stipulated Threshold	Minimum
A	Roof Sheeting	100%	
B	Reinforcing bars	100%	
C	Window Frames	100%	
D	Door Frames	100%	
E	Gutters and Downpipes	100%	
F	Wire Products	100%	
G	Fasteners	100%	
H	School Furniture	100%	

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

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

**IN RESPECT OF BID NO.** .....

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

.....  
 NB

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

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

I, the undersigned, ..... (full names),

do hereby declare, in my capacity as .....

of .....(name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - (ii) the declaration templates have been audited and certified to be correct.
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R

Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

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

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

**WITNESS No. 1** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_ **DATE:** \_\_\_\_\_



**Annex D**

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) Tender No. DoEEC/02/2022/2023  
 (D2) Tender description: Vukayibambe SSS  
 (D3) Designated Products:  
 (D4) Tender Authority:  
 (D5) Tendering Entity name:  
 (D6) Tender Exchange Rate:

Note: VAT to be excluded from all calculations

Pula  EU R 9.00 GBP R 12.00

**A. Exempted imported content**

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

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

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

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

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

**D. Other foreign currency payments**

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

Signature of tenderer from Annex B

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above R 0

Date:

This total must correspond with Annex C - C 23

**Annex E**

**Local Content Declaration - Supporting Schedule to Annex C**

(E1)	<b>Tender No.</b>	DoEEC/02/2022/2023
(E2)	<b>Tender description:</b>	Vukayibambe SSS
(E3)	<b>Designated products:</b>	
(E4)	<b>Tender Authority:</b>	
(E5)	<b>Tendering Entity name:</b>	

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

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
	<b>(E9) Total local products (Goods, Services and Works)</b>		R -

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

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

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

**(E13) Total local content** R -

**This total must correspond with Annex C - C24**

Signature of tenderer from Annex B

Date:

# INDEPENDENT DEVELOPMENT TRUST

## 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:

Completion of Vukayibambe Senior Secondary School, ablution blocks, prefabricated classrooms and construction of an elevated steel tank with a borehole.

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

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

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

.....

..... Rand (in words);

R ..... (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature ..... Date .....  
Name ..... Identity number .....  
Capacity .....

#### for the tenderer

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

Name and .....  
signature .....  
of witness .....

**NOTE: Failure of a Bidder to complete and sign this part of the tender form (offer) in full including witnessing will invalidate the tender. Any blank spaces left will invalidate this offer.**

By signing this part of this form of offer and acceptance, the employer identified below accepts the

tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

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

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

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

Name ..... Identity number .....

Capacity .....

**for the Employer** INDEPENDENT DEVELOPMENT TRUST  
 Idt East London Office  
 Palm Square Business Park  
 Silverwood House, Bonza Bay Road, East London  
 0699

Name and signature .....  
 of witness ..... Date .....

# Schedule of Deviations

- 1 Subject .....
- Details .....
- .....
- .....
- .....
- 2 Subject .....
- Details .....
- .....
- .....
- .....
- 3 Subject .....
- Details .....
- .....
- .....
- 4 Subject .....
- Details .....
- .....
- .....
- 5 Subject .....
- Details .....
- .....

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

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender 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.

## INDEPENDENT DEVELOPMENT TRUST

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

### C1.2 Contract Data for BID NO: DOEEC/02/2022/2023

The Conditions of Contract are clauses 1 to 41 of the **JBCC Series 2000 Principal Building Agreement (Edition 4.1 March 2005)** published by the Joint Building Contracts Committee.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (011-3154140), Master Builders Association (011-205-9000; 057-3526269) South African Association of Consulting Engineers (011-4632022) or South African Institute of Architects (051-4474909; 011-4860684; 053-8312014;)

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

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

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

##### Clause Additions, deletions and alterations

- 1.1 Replace the following definitions in **DEFINITIONS AND INTERPRETATIONS** with the following wording:  
**AGREEMENT** means the agreement arising from the signing of the Form of Offer and Acceptance by the parties.  
**BILLS OF QUANTITIES** means the document drawn up in accordance with the Pricing Instructions contained in the Pricing Data.  
**CONSTRUCTION PERIOD** means the period commencing on the date of site hand over and ending on the date of practical completion.  
**CONTRACT DOCUMENTS** means the Agreement and all documents referenced therein.  
**CONTRACT DRAWINGS** means the drawings listed in the Scope of Work.  
**CONTRACT SUM** means the total of prices in the Form of Offer and Acceptance.  
**SCHEDULE** means the variables listed in the Contract Data.  
**CORRUPT PRACTICE** means the offering, giving, receiving and soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution  
**FRAUDULENT PRACTICE** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any tenderer, and includes collusive practice among tenderers (prior to or after the tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the tenderer of the benefits of free and open competition.  
**INTEREST** means the interest rates applicable to this contract, whether specifically indicated in the relevant clauses or not, will be the rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No. 1 of 1999).  
**SECURITY** means the form of security provided by the **employer** or **contractor**, as stated in the **schedule**, from which the **contractor** or **employer** may recover expense or loss.
- 1.6 Any notice given may be delivered by hand, sent by prepaid registered post or telefax. Notice shall be presumed to have been duly given when:  
Delete sub-clause 1.6.4

3.5 Delete sub-clause 3.5

3.6 Delete sub-clause 3.6.

3.7 Add to the end thereof:

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

3.9 Delete sub-clause 3.9

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

4.3 No clause

5.1.2 Under clause 41 – include reference 32.6.3; 34.3; 34.4 and 38.5.8 in terms of which the **employer** has retained its authority and has not given a mandate to the **principal agent** and in terms of which the **employer** shall sign all documents.

9 Clause 9.0 is amended by adding Clause 9.1.4:

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

10.5 Add the following as 10.5:

**Damage to the works**

(a) Without any way limiting the **contractor's** obligations in terms of the contract, the **contractor** shall

bear the full risk of damage to and/or destruction of the **works** by whatever cause during construction of the **works** and hereby indemnifies and holds harmless the **employer** against any such damage. The **contractor** shall take such precautions and security measures and other steps for the protection and security of the **works** as the **contractor** may deem necessary.

(b) The **contractor** shall at all times proceed immediately to remove or dispose of any debris arising from damage or destruction of the **works** and to rebuild, restore, replace and/or repair the **works**.

(c) The **employer** shall carry the risk of damage to or destruction of the **works** and materials paid for by  
The **employer** that is the result of the expected risks as set out in 10.6.

(d) Where the **employer** bears the risk in terms of this contract, the **contractor** shall, if requested to do so, reinstate any damage or destroyed portions of the **works** and the costs of such reinstatement shall be measured and valued in terms of 32.0 hereof.

10.6 Add the following as 10.6:

**Injury to Persons or loss of or damage to Properties**

(a) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss,

claim or proceeding whether arising in common law or by statute, consequent upon personal injuries

to or the death of any person whomsoever arising out of or in the course of or caused by the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.

(b) The **contractor** shall be liable for and hereby indemnifies the **employer** against any liability, loss, claim or proceeding consequent upon loss of or damage to any moveable, or immoveable property or personal property or property contiguous to the **site**, whether belonging to or under the control of the **employer** or any other body or person, arising out of or in the course of or by reason of the execution of the **works** unless due to any act or negligence of any person for whose actions the **employer** is legally liable.

(c) The **contractor** shall upon receiving a **contract instruction** from the **principal agent** cause the same to be made good in a perfect and workmanlike manner at his own cost and in default thereof the **employer** shall be entitled to cause it to be made good and to recover the cost therefore from the **contractor** or to deduct the same from amounts due to the **contractor**.

(d) The **contractor** shall be responsible for the protection and safety of such portions of the premises placed under his control by the **employer** for the purpose of executing the **works** until the issue of the **certificate of practical completion**.

(e) Where the execution of the **works** involves the risk of removal of or interference with support to adjoining properties including land or structures or any structures to be altered or added to, the **contractor** shall obtain adequate insurance and will remain adequately insured or insured to the specific limit stated in the contract against the death of or injury to persons or damage to such property consequent on such removal or interference with the support until such portion of the **works** has been completed.

(f) The **contractor** shall at all times proceed immediately at his own cost to remove or dispose of any debris and to rebuild, restore, replace and / or repair such property and to execute the **works**.

10.7 Add the following as 10.7:

#### **HIGH RISK INSURANCE**

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

##### 10.7.1 **Damage to the works**

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

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

##### 10.7.2 **Injury to persons or loss of or damage to property**

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

mentioned above.

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

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

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

15.1.4 Add 15.1.4 as follows:

An acceptable health and safety plan, required in terms of the Occupational Health and Safety Act, 1993 (Act 85 of 1993), within twenty-one (21) **calendar days** of date of acceptance of the tender.

15.2.1 Under 41: Amend to read as follows:

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

20.1.3 No clause.

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

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

29 Clause 29.0 is amended by: -

i) The addition of the following clauses: -

Clause 29.9

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

ii) Clause 29.10 – Acceleration

Clause 29.10.1

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

Clause 29.10.2

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

Clause 29.10.3

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

adjudicated strictly in terms of clause 32.

- 30.1 Replace reference to 36.3 at end of sentence with 36.0
- 31.12 Delete “Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due.”
- 32.5.1 Add the following to the end of each of these clauses: “... due to no fault of the **contractor**.”  
32.5.4  
32.5.7
- 32.12 Delete sub-clause
- 34.2 Add # next to 34.2
- 34.13 Replace “seven (7) **calendar days**” with “thirty-one (31) **calendar days**” and delete the words “subject to the **employer** giving the **contractor** a **tax** invoice for the amount due”
- 36.1 Add the following clauses 36.1.3 to 36.1.5 under 36.1 to read as follows:
- 36.1.3 The **contractor’s** refusal or neglect to comply strictly with any of the conditions of contract.
- 36.1.4 The **contractor’s** estate being sequestrated, liquidated or surrendered in terms of the insolvency laws in force with the Republic of South Africa.
- 36.1.5 The **contractor**, in the judgment of the **employer**, has engaged in **corrupt** or **fraudulent practices** in competing for or in executing the contract.
- 36.3 Replace “**principal agent**” with “**employer**”.
- 37.3.5 Replace “ninety (90)” with “one hundred and twenty (120)”.  
38.5.4
- 39.3.5 Add the following words at the end thereof: “within one hundred and twenty (120) **working days** of completion of such a report.”
- 1.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 41.1.3 the definitions for  
(41.1.3) **CONSTRUCTION PERIOD** and **INTEREST**. Sub-clause 1.1 definitions will apply (see contract data)
- 10.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 10.1, 10.2 and 10.4 so that the  
10.2 provisions of sub-clauses 10.1, 10.2 and 10.4 of the non-**state** clauses will apply to the **state**.  
10.4  
(41.0)
- 11.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 11.1 so that the provisions of clause  
(41.0) 11.1 of the non-**state** clause will apply to the **state**.
- 12.1 Delete in the Substitute Provisions (41.0 State Clauses) clause 12.1 so that the provisions of clause  
(41.0) 12.1 of the non-**state** clause will apply to the **state** and replace “**contractor**” in clause 10.1 in the Substitute Provisions (41.0 State Clauses) with “The party responsible in terms of 12.1”
- 12.2 Amend the first part of the first sentence in clause 12.2 of the Substitute Provisions (41.0 State  
(41.0) Clauses) to read “Where the **contractor** is responsible for insurances, the **contractor** shall .....
- 31.11.1 Delete in the Substitute Provisions (41.0 State Clauses) sub-clauses 31.11.1 and 31.11.2 so that the  
31.11.2 provisions of sub-clause 31.11.1 of the non-**state** clause will apply to the **state**.  
(41.0)
- 36.7 Add in the Substitute Provisions (41.0 State Clauses) as clauses 36.7, 37.5 and 39.5, the following:  
37.5 Notwithstanding any clause to the contrary, on cancellation of this agreement either by the **employer**  
39.5 or the **contractor**, or for any reason whatsoever, the **contractor** shall on written instruction,  
(41.0) discontinue with the **works** on a stated date and withdraw himself from the **site**. The contractor shall not be entitled to refuse to withdraw from the **works** on the grounds of any lien or right of retention or

on the grounds of any other right whatsoever.

- 40.2.1 Delete in the Substitute Provisions (41.0 State Clauses) clauses 40.2.1, 40.2.2, 40.3, 40.4, 40.5 and  
40.2.2 40.6 and replace with the following:  
40.3  
40.4  
40.5  
40.6  
(41.0)
- 40.1 Should any dispute between the **employer**, his **agents** or **principal agent** on the one hand and the contractors on the other arise out of this **agreement**, such dispute shall be referred to adjudication.
- 40.2 Adjudication shall be conducted in accordance with the edition of the JBCC Rules for Adjudication current at the time when the dispute is declared. The party, which raises the dispute, shall select three adjudicators from the panel of adjudicators published by the South African Institution of Civil Engineering or Association of Arbitrators (Southern Africa), determine their hourly fees and confirm that these adjudicators are available to adjudicate the dispute in question. The other party shall then select within 7 days one of the three nominated adjudicators, failing which the chairman for the time being of the Association of Arbitrators (Southern Africa) shall nominate an adjudicator. The **adjudicator** shall be appointed in terms of the Adjudicators Agreement set out in C1.4.
- 40.3 If provided in the **schedule**, a dispute shall be finally settled by a single Arbitrator to be agreed on between the parties or, failing such agreement within 28 days after referring the dispute to Arbitration, an Arbitrator nominated by the chairman for the time being of the Association of Arbitrators (Southern Africa). Any such reference shall be deemed to be a submission to the arbitration of a single arbitrator in terms of the Arbitration Act (Act No 42 of 1965, as amended), or any legislation passed in substitution therefore. In the absence of any other agreed procedure, the arbitration shall take place in accordance with the Rules for the Conduct of Arbitrations issued by the Association of Arbitrators (Southern Africa) which are current at the time of the referral to arbitration. The Arbitrator shall, in his award, set out the facts and the provisions of the contract on which his award is based.
- 40.4 If the **schedule** provides for court proceedings to finally resolve disputes, disputes shall be determined by court proceedings.

The additions to the JBCC Principal Agreement are:

Clause	Additions		
A1	<b>A1.0</b>	<b>Labour intensive component of the works</b>	
	<b>A1.1</b>	<b>Payment of labor-intensive component of the works.</b> Payment for works identified in the Scope of Work as being labor-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>A1.2</b>	<b>Applicable labour laws</b> The Ministerial Determination, Special Public Works Programme, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice N° 35310 04 May 2012, as reproduced below, shall apply to works described in the Scope of Work as being labour intensive and which are undertaken by unskilled or semi-skilled workers.	
		<b>1</b>	<b>Introduction</b>
		1.1	This document contains the standard terms and conditions for workers employed in elementary occupations on a Special Public Works Programme (SPWP). These terms and conditions do NOT apply to persons employed in the supervision and management of a SPWP.
		1.2	In this document – (a) “department” means any department of the State, implementing agent or contractor; (b) “employer” means any department, implementing agency or contractor that hires workers to work in elementary occupations on a SPWP; (c) “worker” means any person working in an elementary occupation on a SPWP; (d) “elementary occupation” means any occupation involving unskilled or semi-skilled work; (e) “management” means any person employed by a department or implementing agency to administer or execute an SPWP; (f) “task” means a fixed quantity of work; (g) “task-based work” means work in which a worker is paid a fixed rate for performing a task; (h) “task-rated worker” means a worker paid on the basis of the number of tasks completed (i) “time-rated worker” means a worker paid on the basis of the length of time worked.
		<b>2</b>	<b>Terms of Work</b>
		2.1	Workers are employed on a temporary basis or contract basis.
		<b>3</b>	<b>Normal Hours of Work</b>
		3.1	An employer may not set tasks or hours of work that require a worker to work– (a) more than forty hours in any week; (b) on more than five days in any week; and (c) for more than eight hours on any day.
		3.2	An employer and worker may agree that a worker will work four days per week. The worker may then work up to ten hours per day.
		<b>4</b>	<b>Meal Breaks</b>
		4.1	A worker may not work for more than five hours without taking a meal break of at least thirty minutes duration.
		4.2	An employer and worker may agree on longer meal breaks.
		4.3	A worker may not work during a meal break. However, an employer may require a worker to perform duties during a meal break if those duties cannot be left unattended and cannot be

		performed by another worker. An employer must take reasonable steps to ensure that a worker is relieved of his or her duties during the meal break.
	4.4	A worker is not entitled to payment for the period of a meal break. However, a worker who is paid on the basis of time worked must be paid if the worker is required to work or to be available for work during the meal break.
	<b>5</b>	<b>Special Conditions for Security Guards</b>
	5.1	A security guard may work up to 55 hours per week and up to eleven hours per day.
	5.2	A security guard who works more than ten hours per day must have a meal break of at least one hour or two breaks of at least 30 minutes each.
	<b>6</b>	<b>Daily Rest Period</b>
		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.
	<b>7</b>	<b>Weekly Rest Period</b>
		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").
	<b>8</b>	<b>Sick Leave</b>
	8.1	Only workers who work four or more days per week have the right to claim sick-pay in terms of this clause.
	8.2	A worker who is unable to work on account of illness or injury is entitled to claim one day's paid sick leave for every full month that the worker has worked in terms of a contract.
	8.3	A worker may accumulate a maximum of twelve days' sick leave in a year.
	8.4	Accumulated sick-leave may not be transferred from one contract to another contract.
	8.5	An employer must pay a task-rated worker the worker's daily task rate for a day's sick leave.
	8.6	An employer must pay a time-rated worker the worker's daily rate of pay for a day's sick leave.
	8.7	An employer must pay a worker sick pay on the worker's usual payday.
	8.8	Before paying sick-pay, an employer may require a worker to produce a certificate stating that the worker was unable to work on account of sickness or injury if the worker is –
		(a) absent from work for more than two consecutive days; or (b) absent from work on more than two occasions in any eight-week period.
	8.9	A medical certificate must be issued and signed by a medical practitioner, a qualified nurse or a clinic staff member authorized to issue medical certificates indicating the duration and reason for incapacity.
	8.10	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.
	<b>9</b>	<b>Maternity Leave</b>
	9.1	A worker may take up to four consecutive months' unpaid maternity leave.
	9.2	A worker is not entitled to any payment or employment-related benefits during maternity leave.
	9.3	A worker must give her employer reasonable notice of when she will start maternity leave and when she will return to work.
	9.4	A worker is not required to take the full period of maternity leave. However, a worker may not work for four weeks before the expected date of birth of her child or for six weeks after the birth of her child, unless a medical practitioner, midwife or qualified nurse certifies that she is fit to do so.
	9.5	A worker may begin maternity leave –

		<ul style="list-style-type: none"> <li>(a) four weeks before the expected date of birth; or</li> <li>(b) on an earlier date – <ul style="list-style-type: none"> <li>(i) if a medical practitioner, midwife or certified nurse certifies that it is necessary for the health of the worker or that of her unborn child; or</li> <li>(ii) if agreed to between employer and worker; or</li> </ul> </li> <li>(c) on a later date, if a medical practitioner, midwife or certified nurse has certified that the worker is able to continue to work without endangering her health.</li> </ul>
	9.6	A worker who has a miscarriage during the third trimester of pregnancy or bears a stillborn child may take maternity leave for up to six weeks after the miscarriage or stillbirth.
	<b>10</b>	<b>Family responsibility leave</b>
	10.1	Workers, who work for at least four days per week, are entitled to three days paid family responsibility leave each year in the following circumstances -
		<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>11</b>	<b>Statement of Conditions</b>
	11.1	An employer must give a worker a statement containing the following details at the start of employment – <ul style="list-style-type: none"> <li>(a) the employer's name and address and the name of the SPWP;</li> <li>(b) the tasks or job that the worker is to perform; and</li> <li>(c) the period for which the worker is hired or, if this is not certain, the expected duration of the contract;</li> <li>(d) the worker's rate of pay and how this is to be calculated;</li> <li>(e) the training that the worker will receive during the SPWP.</li> </ul>
	11.2	An employer must ensure that these terms are explained in a suitable language to any employee who is unable to read the statement.
	11.3	An employer must supply each worker with a copy of these conditions of employment.
	<b>12</b>	<b>Keeping records</b>
	12.1	Every employer must keep a written record of at least the following – <ul style="list-style-type: none"> <li>(a) the worker's name and position;</li> <li>(b) in the case of a task-rated worker, the number of tasks completed by the worker;</li> <li>(c) in the case of a time-rated worker, the time worked by the worker;</li> <li>(d) payments made to each worker.</li> </ul>
	12.2	The employer must keep this record for a period of at least three years after the completion of the SPWP.
	<b>13</b>	<b>Payment</b>
	13.1	An employer must pay all wages at least monthly in cash or by cheque or into a bank account.
	13.2	A worker may not be paid less than the minimum wage rate of R173.52 per day or per task. This will be adjusted annually on the 1 <sup>st</sup> of November in line with inflation (available CPI as provided by Stats SA six (6) weeks before implementation)
	13.3	A task-rated worker will only be paid for tasks that have been completed.

	13.4	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.
	13.5	A time-rated worker will be paid at the end of each month.
	13.6	Payment must be made in cash, by cheque or by direct deposit into a bank account designated by the worker.
	13.7	Payment in cash or by cheque must take place –
		(a) at the workplace or at a place agreed to by the worker; (b) during the worker's working hours or within fifteen minutes of the start or finish of work; (c) in a sealed envelope which becomes the property of the worker.
	13.8	An employer must give a worker the following information in writing –
		(a) the period for which payment is made; (b) the numbers of tasks completed or hours worked; (c) the worker's earnings; (d) any money deducted from the payment; (e) the actual amount paid to the worker.
	13.9	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.
	13.10	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.
	<b>14</b>	<b>Deductions</b>
	14.1	An employer may not deduct money from a worker's payment unless the deduction is required in terms of a law.
	14.2	An employer must deduct and pay to the SA Revenue Services any income tax that the worker is required to pay.
	14.3	An employer who deducts money from a worker's pay for payment to another person must pay the money to that person within the time period and other requirements specified in the agreement law, court order or arbitration award concerned.
	14.4	An employer may not require or allow a worker to –
		(a) repay any payment except an overpayment previously made by the employer by mistake; (b) state that the worker received a greater amount of money than the employer actually paid to the worker; or (c) pay the employer or any other person for having been employed.
	<b>15</b>	<b>Health and Safety</b>
	15.1	Employers must take all reasonable steps to ensure that the working environment is healthy and safe.
	15.2	A worker must –
		(a) work in a way that does not endanger his/her health and safety or that of any other person; (b) obey any health and safety instruction; (c) obey all health and safety rules of the SPWP; (d) use any personal protective equipment or clothing issued by the employer; (e) report any accident, near-miss incident or dangerous behavior by another person to their employer or manager.
	<b>16</b>	<b>Compensation for Injuries and Diseases</b>

	16.1	It is the responsibility of the employers (other than a contractor) to arrange for all persons employed to be covered in terms of the Compensation for Occupational Injuries and Diseases Act, 130 of 1993.
	16.2	A worker must report any work-related injury or occupational disease to their employer or manager.
	16.3	The employer must report the accident or disease to the Compensation Commissioner.
	16.4	An employer must pay a worker who is unable to work because of an injury caused by an accident at work 75% of their earnings for up to three months. The employer will be refunded this amount by the Compensation Commissioner. This does NOT apply to injuries caused by accidents outside the workplace such as road accidents or accidents at home.
	<b>17</b>	<b>Termination</b>
	17.1	The employer may terminate the employment of a worker for good cause after following a fair procedure.
	17.2	A worker will not receive severance pay on termination.
	17.3	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.
	17.4	A worker who is absent for more than three consecutive days without informing the employer of an intention to return to work will have terminated the contract. However, the worker may be re-engaged if a position becomes available for the balance of the 24-month period.
	17.5	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.
	<b>18</b>	<b>Certificate of Service</b>
	18.1	On termination of employment, a worker is entitled to a certificate stating-  (a) the worker's full name; (b) the name and address of the employer; (c) (d) the work performed by the worker; (e) any training received by the worker as part of the SPWP; (f) the period for which the worker worked on the SPWP; (g) any other information agreed on by the employer and worker.
<b>A2</b>	<b>A2.1</b>	Where the Contractor will sub-contract part of the work to Domestic Sub-Contractors. The Sub-Contractors shall have a CIDB grading.  The Contractor shall, directly after appointment and without delay, enter into domestic sub-contracts with the Domestic Sub-Contractors and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.  The Contractor will be responsible for all assistance and training required by the Sub-Contractor/s to complete the Project successfully. Irrespective of the mandatory sub-contracting requirement of this contract, the Contractor will at all times be the responsible party in accordance with the conditions of contract.
<b>A3</b>	<b>A3.0</b>	<b>Attendance to Domestic Sub-Contractors in terms of clauses A2 above</b>

	<b>A3.1</b>	The attendance of to the Domestic Sub-Contractor appointed in terms of clauses A2 above shall be priced under the relevant specific preliminaries item in the Preliminaries Section of the Bills of Quantities.
--	-------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

## Part 1: Contract Data Completed by the Employer

Clause	Item and data
1.2	<p>The Employer is THE INDEPENDENT DEVELOPMENT TRUST</p> <p>The address of the Employer is: <b>Independent Development Trust</b> <b>Palm Square Business Park</b> <b>Silverwood House</b> <b>Bonza Bay Road, East London</b></p> <p>Tel: <b>043 711 6000</b></p>
5.1	<p>The Principal Agent is <b>BHC Built Environment Professionals.</b> <b>2 Salisbury Ave.</b> <b>Mill Park Gqeberha</b> <b>Tel: 0413730736</b></p>
5.2	<p>Agent (1) is <b>BHC Built Environment Professionals.</b> <b>Agent's service: Quantity Surveying Services</b> <b>Tel: 0413730736</b> <b>Facsimile: 086 560 2410</b> <b>Address (physical):</b> <b>2 Salisbury Ave.</b> <b>Mill Park Gqeberha</b></p>
5.3	<p>Agent (2) is <b>Athi Ayanda Consulting</b> <b>Agent's service: Architecture</b> <b>email: info@athiyanda.co.za</b> <b>Facsimile:</b> <b>Address (physical): 9 Clover Ridge Complex ,</b> <b>Elfin Glen Road , Nahoon Valley,</b> <b>East London</b></p>
5.4	<p><b>Agent (3) is: JECMADI consulting engineers</b> <b>Agent's service: Electrical Engineering</b> <b>Telephone:+27 81411 7855</b> <b>Email: info@jecmadi.co.za</b> <b>Address (postal): P.O BOX 3821,</b> <b>Halfway House</b> <b>Midrand 1685</b></p>

5.5 Agent (4) is: **Makapela Engineers & Project Managers**  
Agent's service: **Civil and Structural Works**  
Telephone: **041 501 43400**  
**Email: malibongwem@makapela.co.za**  
Address (physical):  
**1 Fleming Street, FC Sturrock Building,**  
**Ground Floor, Transnet,**  
**Gqeberha, 6001**

- 1.1 THE **SITE** IS BIZANA AT VUKAYIBAMBE SENIOR SECONDARY SCHOOL, IN ALFRED NDZO DISTRICT, EASTERN CAPE PROVINCE
- 22.2 The **Works** or installations to be undertaken by **direct contractors** comprises
- The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons. |Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.
- 41.0 The Employer is an organ of **State**
- 31.11.2
- 11.2
- The interest rate as determined by the Minister of Finance, from time to time, in terms of section 80(1)(b) of the Public Finance Management Act, 1999 (Act No 1 of 1999) will apply.
  - Lateral support insurance is to be effected by the **contractor**
  - Payment will be made for materials and goods
  - Extended **defects** liability period will apply to the following elements:  
NOT APPLICABLE
- 31.4.2
- 26.1.2
- 15.2.1 Possession of the **site** is to be given on the date in the schedule providing the **employer** with **construction guarantees** in accordance with the provisions of 14.0.
- 15.3 The period for the commencement of the **works** after the **contractor** takes possession of the site is ten (10) **working days**.
- For the **works** as a whole:  
The date for **practical completion** is **4 months** after contractual commencement date  
The **penalty** for failure to complete the Works is **0.05%** of the Contract Sum at the time of award ex VAT per calendar day.
- 1.2 The law applicable to the agreement shall be that of the Republic of South Africa.
- 10.1; 10.2 and 12.1 Contract insurance is to be effected by the **contractor**.
- 10.1 Contract works insurance is to be effected by the **contractor** for a sum not less than the **contract sum plus 10%** with a deductible not exceeding **5%** of each claim.
- 10.2
- 12.1
- 10.1 Supplementary insurance is required. Such insurance shall comprise a Coupon Policy for Special Risks issued by the South African Special Risk Insurance Association.
- 10.2
- 12.1
- 11.1, 12.1 Public liability insurance to be effected by the **contractor** for an amount of **4 300 000**, with a deductible not exceeding **5%** of each claim.
- 11.2, 12.1 Support insurance to be effected by the **contractor** for the sum of **NOT APPLICABLE** with a deductible in an amount that the **contractor** deems appropriate.
- 3.3, 15.1.3, 31.16.2 A waiver of the **contractor's** lien or right of continuing possession is required.
- 3.7 Three copies of the construction documents are to be supplied to the **contractor** free of charge.
- 3.4 JBCC Engineering General Conditions are not to be included in the contract document.
- 31.5.3 The contract value is to be adjusted using CPAP indices. The base month for the application of CPAP is the month of the closing of the tender and the following alternative



## INDEPENDENT DEVELOPMENT TRUST

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at t is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

### C1.3 Construction Guarantee

#### GUARANTOR DETAILS AND DEFINITIONS

Guarantor means .....

...

Physical address .....

...

.....

...

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

...

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

...

Employer means **The Independent Development Trust**

Contractor means .....

...

Agent means **BHC Built Environment Professionals**

Works means: bid no: **DOEEC/02/2022/2023**– complete Vukayibambe Senior Secondary School with the following facilities:

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at t is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

Agreement means **the JBCC Series 2000 Principal Agreement Edition 4.1 Code 2101 March 2005**

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

Amount in figures R .....

Amount in words .....

(Rand)

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

...

Amount in words .....

(Rand)

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

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

**2** The Guarantor hereby acknowledges that:

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

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

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

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

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

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

**4** Subject to the Guarantor's maximum liability referred to in clause 1, the Guarantor undertakes to pay the Employer the Guaranteed Sum or the full outstanding balance upon receipt of a first written demand from the Employer to the Guarantor at the Guarantor's physical address calling up this Guarantee stating that:

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

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

...

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

...

Identity number ..... Identity number .....

...

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

Guarantor's seal or stamp

## INDEPENDENT DEVELOPMENT TRUST

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

## ADJUDICATOR'S AGREEMENT

This agreement is made on the ..... day of ..... between:  
..... (name of company / organisation)  
of .....  
..... (address)  
and  
..... (name of company / organisation)  
of .....  
..... (address)  
(the Parties) and  
..... (name)  
of .....  
..... (address)  
(the Adjudicator).

Disputes or differences may arise/have arisen\* between the Parties under a Contract dated .....  
... and known as. ....  
and these disputes or differences shall be/have been\* referred to adjudication in accordance with the JBCC 2000 Adjudication Rules, (hereinafter called "the Procedure") and the Adjudicator may be or has been requested to act.

\* Delete as necessary

**IT IS NOW AGREED** as follows:

- 1 The rights and obligations of the Adjudicator and the Parties shall be as set out in the JBCC 2000 Adjudication Rules.
- 2 The Adjudicator hereby accepts the appointment and agrees to conduct the adjudication in accordance with the JBCC 2000 Adjudication Rules..
- 3 The Parties bind themselves jointly and severally to pay the Adjudicator's fees and expenses as set out in the Contract Data.
- 4 The Parties and the Adjudicator shall at all times maintain the confidentiality of the adjudication and shall endeavour to ensure that anyone acting on their behalf or through them will do likewise, save with the consent of the other Parties which consent shall not be unreasonably refused.
- 5 The Adjudicator shall inform the Parties if he intends to destroy the documents which have been sent to him in relation to the adjudication and he shall retain documents for a further period at the request of either Party.

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

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

ID: \_\_\_\_\_

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

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

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

ID: \_\_\_\_\_

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

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

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

ID: \_\_\_\_\_

the Adjudicator in the presence of

Witness \_\_\_\_\_

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

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

Name \_\_\_\_\_

Address: \_\_\_\_\_

Witness: \_\_\_\_\_

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

Address: \_\_\_\_\_

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

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

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

**Contract Data**

1	The Adjudicator shall be paid at the hourly rate of R. . . . . in respect of all time spent upon, or in connection with, the adjudication including time spent traveling.
2	The Adjudicator shall be reimbursed in respect of all disbursements properly made including, but not restricted to: (a) Printing, reproduction and purchase of documents, drawings, maps, records and photographs. (b) Telegrams, telex, faxes, and telephone calls. (c) Postage and similar delivery charges. (d) Travelling, hotel expenses and other similar disbursements. (e) Room charges. (f) Charges for legal or technical advice obtained in accordance with the Procedure.
3	The Adjudicator shall be paid an appointment fee of R . . . . . This fee shall become payable in equal amounts by each Party within 14 days of the appointment of the Adjudicator, subject to an Invoice being provided. This fee will be deducted from the final statement of any sums which shall become payable under item 1 and/or item 2 of the Contract Data. If the final statement is less than the appointment fee the balance shall be refunded to the Parties.
4	The Adjudicator is/is not* currently registered for VAT.
5	Where the Adjudicator is registered for VAT it shall be charged additionally in accordance with the rates current at the date of invoice.
6	All payments, other than the appointment fee (item 3) shall become due 31 days after receipt of invoice,

\* Delete as necessary

## INDEPENDENT DEVELOPMENT TRUST

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

### C2.1 Pricing Instructions

- 1 The Bills of Quantities have been drawn up in accordance with the Standard System of Measuring Building Work (as amended) published and issued by the Association of South African Quantity Surveyors (Sixth Edition (Revised)), 1999. Where applicable the:
  - a) Civil engineering work has been drawn up in accordance with the provisions of the latest edition of SABS 1200 Standardized Specifications for Civil Engineering Works.
  - b) Mechanical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Refrigeration, Air-Conditioning and Ventilation Installations, published by the South African Association of Quantity Surveyors, July 1990).
  - c) electrical work has been drawn up in accordance with the provisions of the Model Bills of Quantities for Electrical Work, published by the South African Association of Quantity Surveyors, (July, 2005).
- 2 The agreement is based on the JBCC Series 2000 Principal Building Agreement, prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the JBCC Principal Building Agreement as well as the contract specific variables are as stated in the Contract Data. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 3 Preliminary and general requirements are based on the various parts of the JBCC Series 2000 Preliminaries as prepared by the Joint Building Contracts Committee, Edition 4.1, and March 2005. The additions, deletions and alterations to the various parts of the JBCC Series 2000 Preliminaries as well as the contract specific variables are as stated in the Specification Data in the Scope of Work. Only the headings and clause numbers for which allowance must be made in the Bills of Quantities are recited.
- 4 It will be assumed that prices included in the Bills of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to [www.stanza.org.za](http://www.stanza.org.za) or [www.iso.org](http://www.iso.org) for information on standards).
- 5 The prices and rates in these Bills of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 6 The drawings listed in the Scope of Works used for the setting up of these Bills of Quantities are

kept by the quantity surveyor and can be viewed at any time during office hours up until the completion of the works.

- 7 Reference to any particular trademark, name, patent, design, type, specific origin or producer is purely to establish a standard for requirements. Products or articles of an equivalent standard may be substituted.
- 8 The rates contained in the Bills of Quantities will apply irrespective of the final quantities of the different classes and kinds of work actually executed.
- 9 Rates for work of similar description occurring in different sections of the Bills of Quantities shall be identical.
- 10 An item against which no price is entered will be considered to be covered by the other prices or rates in the Bills of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
- 11 Where any item is not relevant to this specific contract, such item is marked N/A (signifying “not applicable”)
- 12 The Contract Data and the standard form of contract referenced therein must be studied for the full extent and meaning of each and every clause set out in Section 1 (Preliminary and General) of the Bills of Quantities
- 13 The Bills of Quantities is not intended for the ordering of materials. Any ordering of materials, based on the Bills of Quantities, is at the Contractor’s risk.
- 14 The amount of the Preliminary and General Section to be included in each monthly payment certificate shall be assessed as an amount prorated to the value of the work duly executed in the same ratio as the preliminaries bears to the total of prices excluding any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract.
- 15 Where the initial contract period is extended, the monthly charge shall be calculated on the basis as set out in 14 but taking into account the revised period for completing the works.
- 16 The amount or items of the Preliminary and General Section shall be adjusted to take account of the theoretical financial effect which changes in time or value (or both) have on this section. Such adjustments shall be based on adjustments in the following categories as recorded in the Bills of Quantities:
  - a) an amount which is not to be varied, namely Fixed (F)
  - b) an amount which is to be varied in proportion to the contract value, namely Value Related (V); and
  - c) an amount which is to be varied in proportion to the contract period as compared to the initial construction period excluding revisions to the construction period for which no adjustment to the contractor is not entitled to in terms of the contract, namely Time Related (T).
- 17 Where no provision is made in the Bills of Quantities to indicate which of the three categories in 12 apply or where no selection is made, the adjustments shall be based on the following breakdown:
  - a) 10 percent is Fixed;
  - b) 15 percent if Value Related
  - c) 75 percent is Time Related.

- 18 The adjustment of the Preliminary and General Section shall apply notwithstanding the actual employment of resources in the execution of the works. The contract value used for the adjustment of the Preliminary and General Section shall exclude any contingency sum, the amount for the Preliminary and General Section and any amount in respect of contract price adjustment provided for in the contract. Adjustments in respect of any staged or sectional completion shall be prorated to the value of each section.
- 19 All work is to be constructed using labor-intensive methods. The use of plant to provide such works, other than plant specifically provided for in the scope of works, is a variation order to the contract
- 20 Payment for items, which are designated to be constructed under labour-intensively, will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labour-intensively will not be condoned and any works so constructed will not be certified for payment.
- 21 The tenderer is to acquaint himself as to the specific requirements of this tender as contained in additional clauses A1 to A6 to the JBCC Principal Agreement as incorporated in the Contract Data. These clauses may be priced under the relevant Preliminaries items in SECTION C: SPECIFIC PRELIMINARIES of the Preliminaries Bill. No claim will be entertained due to the failure of the tenderer to allow for these requirements

## **INDEPENDENT DEVELOPMENT TRUST**

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

## **C2.2 Bills of Quantities**

## INDEPENDENT DEVELOPMENT TRUST

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at t is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

### C3 Scope of Work

#### 1 DESCRIPTION OF THE WORKS

##### 1.1 Employer's objectives

The employer's objective is to provide:

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at t is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

##### 1.2 Overview of the works

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at t is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

##### 1.3 Extent of the works

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at t is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

##### 1.4 Location of the works

The designated site to be shown to the contractor is at Vukayibambe senior secondary school in Alfred Ndzo District of the Eastern Cape Province

##### Temporary works

To be communicated to the winning bidder before construction commences

## 2 DRAWINGS

As per the attached

- **Architectural drawings**

Three (3) sets to be provided to the successful tenderer at site hand over

## 3 PROCUREMENT

### 3.1 Preferential procurement procedures

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

#### 3.1.1 Requirements for the sourcing and engagement of labour.

3.1.1.1 Labour required for the execution of all labour intensive works shall be engaged strictly in accordance with prevailing legislation and SANS 1914-5, Participation of Targeted Labour.

3.1.1.2 The minimum rate of pay set for this project is as follows:

Description	Daily wage for 8 hour work day (Minimum)	Important Note to Bidders
Unskilled labour	R 173.52	<b>NB:</b> Bidders are to check and verify rates used in the area during compulsory briefing or before submitting bid document. Rates offered cannot be less than as stipulated herein.
Semi-skilled labour	R 213-52	
Skilled labour	R 243-52	
Supervisor	R 283-52	

3.1.1.3 Tasks established by the contractor must be such that:

- a) the average worker completes 5 tasks per week in 40 hours or less; and
- b) the weakest worker completes 5 tasks per week in 55 hours or less.

3.1.1.4 The contractor must revise the time taken to complete a task whenever it is established that the time taken to complete a weekly task is not within the requirements of 3.1.1.3.

3.1.1.5 The Contractor shall, through all available community structures, inform the local community of the labour intensive works and the employment opportunities presented thereby. Preference must be given to people with previous practical experience in construction and / or who come from households:

- a) where the head of the household has less than a primary school education;
- b) that have less than one full time person earning an income;
- c) where subsistence agriculture is the source of income;
- d) those who are not in receipt of any social security pension income

3.1.1.6 The Contractor shall endeavor to ensure that the expenditure on the employment of temporary workers is in the following proportions:

- a) 25 % women;
- b) 50% youth who are between the ages of 18 and 25; and
- c) 2% on persons with disabilities.

#### 3.1.2 Specific provisions pertaining to SANS 1914-5

### **3.1.2.1 Definitions**

3.1.2.1.1 Targeted labour: Unemployed persons who are employed as local labour on the project.

### **3.1.2.2 Contract Participation Goal**

3.1.2.2.1 The minimum Contract Participation Goal applicable to the Contract is 30%.

3.1.2.2.2 The wages and allowances used to calculate the contract participation goal shall, with respect to both time-rated and task rated workers, comprise all wages paid and any training allowance paid in respect of agreed training programmes. The Person / days will be calculated in accordance with Addendum F: Contract Person / Days Calculation Format.

### **3.1.2.3 Terms and conditions for the engagement of targeted labour**

3.1.2.3.1 Further to the provisions of clause 3.3.2 of SANS 1914-5, written contracts to be signed between the Contractor and workers will be in accordance with the pro-forma contract, attached as Addendum D.

3.1.2.3.2 Further to the provisions of clause 5.2 of SANS 1914-5, the Contractor will use the pro-forma attendance register, attached as Addendum E, to record the required information as per said clause.

### **3.1.2.4 Variations to the SANS 1914-5**

None

### **3.1.2.5 Training of targeted labour**

3.1.2.5.1 The Employer will appoint a service provider that will provide training to the workers. The Contractor need not to provide for payment of said service provider.

3.1.2.5.2 Workers will receive 2 days training per every 22 working days for the duration of the Contract.

3.1.2.5.3 An allowance equal to 100% of the task rate or daily rate shall be paid by the Contractor to workers who attend training, in terms of 3.1.2.5.

3.1.2.5.4 Records pertaining to the attendance, progress and performance of trainees will be kept by the Contractor and made available to the Employer monthly. These records shall be attached to the monthly progress payment certificates to the Employer.

3.1.2.5.5 The Contractor shall do nothing to dissuade targeted labour from participating in training programmes.

## **3.2 Subcontracting**

### **3.2.1 Scope of mandatory subcontract work**

The Contractor must not sub-contract more than 30% of work to Domestic Sub-contractors.

The Contractor shall without delay enter into contracts with the Domestic Subcontractors and forward a copy of these agreements to the Principal Agent. The Contractor shall remain responsible for providing the subcontracted portion of the works as if the work had not been subcontracted.

The Contractor to take note of item 3.2.2 below

### **3.2.2 Preferred subcontractors / suppliers :**

### **3.2.3 Subcontracting procedures**

See items 3.2.1 and 3.2.2 as well as tender data

### **3.2.4 Attendance on subcontractors**

Attendance to Domestic Sub-contractors as stated above should be priced under the relevant items in the Preliminaries section of the bills of quantities. Attendance to nominated sub-contractors should be priced under the relevant items in the Provisional Sums section of the bills of quantities.

## **4. MANAGEMENT**

### **4.1 Recording of weather**

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

### **4.2 Unauthorized persons**

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

### **4.3 Management meetings**

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

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

### **4.4 Forms for contract administration**

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

### **4.5 Payment certificates**

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

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

### **4.6 Annexures**

- 4.6.1 Pro-forma agreement in terms of OHS Act 1993 (*Annexure A*)
- 4.6.2 Notification of construction work (*Annexure B*)
- 4.6.3 List of Drawings (*Annexure C*)
- 4.6.4 IDT Addendum to the JBCC (*Annexure D*)

## INDEPENDENT DEVELOPMENT TRUST

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at t is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

## C4.1 Site Information

Vukayibambe SSS is in Ward 11 in Mbizana Alfred Nzo District within the Eastern Cape Province. Address: Vukayibambe Senior Secondary School, Ward 11, Mbizana Alfred Nzo. GPS Location **-31.01005100South; 29.69540500East**.

Refer to drawing 1.Vukayibambe SSS - SDP- Rev 2. 04-04-17



## **C4.2 Occupational Health and Safety Specification**

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats. |Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons .|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

### **INDEPENDENT DEVELOPMENT TRUST** (Hereinafter referred to as the Employer)

This specification shall be used in conjunction with all other applicable safety specifications, legislation and regulations in force at the time of the contract. Where unique site specifications are in force, those site specifications shall take precedence over this Specification.

## HEALTH AND SAFETY SPECIFICATION

<b>Project title:</b>	VUKUYIBAMBE SCHOOL
<b>Bid No:</b>	DoE16ECAR003

### **FOREWORD:**

Complies with Occupational Health and Safety Act No. 85 of 1993 and Construction Regulations of July, 2014. It is to be used as a management tool in order to comply with OH & S Act. The Act takes preference over this document, the Act must be used as the minimum requirement. The PC is to contact CHSA if unclear of anything.

### **1. 1. TABLE OF CONTENTS**

#### **\*INTRODUCTION**

#### **\*BACKGROUND TO H & S SPECIFICATION**

#### **\*PURPOSE OF H & S SPECIFICATION**

#### **\*IMPLEMENTATION OF H & S SPECIFICATION**

### **2. 2. HEALTH AND SAFETY SPECIFICATION**

#### **\*SCOPE**

#### **\*INTERPRETATION**

- Application
- Definitions

#### **\*MINIMUM ADMINISTRATIVE REQUIREMENTS**

- Notification of intention to commence construction
- P.C's assignment of 16(2) responsible person
- Competence of 16(2)
- COID Act
- Occupational h & s policy
- H & S Organogram
- Preliminary Hazard identification and Risk Assessment
- H & S Representatives
- H & S Committees
- H & S Training
- Induction
- Awareness
- Competence
- General Record Keeping
- H & S Audits, Monitoring and Reporting
- Emergency Procedures
- First Aid boxes and equipment
- Accident and incident reporting and investigating
- Hazards and potentially hazardous situations
- P.P.E.
- OH & S Signage
- Contractors and sub-contractors
- Public and site visitor h & s
- -Penalties

#### **\*PHYSICAL REQUIREMENTS**

- Existing structures

- Edge protection
- Stacking of materials
- Hazardous chemical substances
- Asbestos and asbestos work

**\*PLANT AND MACHINERY**

- Construction plant
- Fire extinguishers and fire fighting equipment
- Hired plant and machinery
- Scaffolding / working in elevated positions
- Roof work
- Formwork and support work
- Ladders and ladder work
- Electrical installations and portable electrical tools

**\*OCCUPATIONAL HEALTH**

- Occupational hygiene
- Welfare facilities
- Alcohol and other drugs

**3.\*PRINCIPAL CONTRACTOR COMPLIANCE DATES**

**4.\*ASSIGNMENT OF RESPONSIBLE PEOPLE**

-Appointment forms

**5.\*GENERAL COMPLIANCE REQUIREMENTS**

-Progress meetings

**6.\*PRELIMINARY Hazard identification and Risk Assessment**

**7.\*ACKNOWLEDGEMENT OF RECEIPT OF H & S SPECIFICATION COMPANY:**

## HEALTH AND SAFETY SPECIFICATION

### 3. 1. INTRODUCTION AND BACKGROUND

The Construction Regulations No. R1010 of 18<sup>th</sup> July, 2014, requires the Client to prepare a pre-construction health and safety specification, with all existing risks identified.

### 4. PURPOSE OF HEALTH AND SAFETY SPECIFICATION

To assist in achieving compliances with the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations of July, 2014, in order to, as far as is practicable, reduce or eliminate incidents or injuries. The Principal Contractor shall use this specification as a basis for the drafting of his and any Contractor's construction health and safety plans.

The Specification sets out the requirements to be followed by all Contractors so that the health and safety of all persons who may be affected by the construction may receive the same priority as other project facets.

### 5. IMPLEMENTATION

The health and safety specification forms an integral part of the contract, and the Principal Contractor is required to use it when drawing up his health and safety plan. He must forward a copy to all Contractors at their bidding stage to enable them to prepare their own health and safety plans.

### 6. 2. HEALTH AND SAFETY SPECIFICATION

#### 2.1 SCOPE

This specification covers the requirements for eliminating and mitigating incidents and injuries at (Company/Site/Project). The scope addresses legal compliance, hazard identification and risk assessment, risk control, and promoting a health and safety culture on the project. The specification also provides for the protection of those persons other than employees.

#### 2.2 INTERPRETATION

##### Application

This specification is a compliance document drawn up in terms of the Occupational Health and Safety Act No. 85 of 1993, and the Construction Regulations of July, 2014, and is therefore binding. Definitions

The definitions as listed in the Occupational Health and Safety Act and Construction Regulations shall apply.

### 7. 2.3 MINIMUM ADMINISTRATIVE REQUIREMENTS

#### 2.3.1 Notification of intention to commence construction work.

The Principal Contractor shall notify the Provincial Director of Labour in writing before construction work commences, a copy of which shall be kept in the health and safety file.

#### 2.3.2 Assignment of Principal Contractor's/Contractor's responsible person to supervise health and safety on site.

The appointments shall be made in writing, a copy of which is to be kept in the health and safety file.

#### 2.3.3 Competence of the responsible person/s.

The criteria as stipulated under the definition of “competent” in the Construction Regulations shall apply.

#### 2.3.4 Compensation for Occupational Injuries and Diseases Act 130 of 1993.

The Principal Contractor shall keep a copy of the letter of good standing with his Compensation Assuror in the health and safety file as proof of registration. Each contractor shall provide a copy of his letter of good standing to the Principal Contractor for the health and safety file.

#### 2.3.5 Occupational health and safety policy.

The Principal Contractor and each Contractor shall submit a health and safety policy signed by its Chief Executive Officer, outlining the Employers objectives and how they will be implemented.

#### 2.3.6 Health and safety organogram.

The Principal Contractor and each Contractor shall prepare an organogram detailing each site management health and safety appointment of the competent person.

#### 2.3.7 Preliminary Hazard Identification and Risk Assessment. (HIRA)

The Principal Contractor shall cause a hazard identification to be performed by a competent person before the commencement of construction work.

The assessed risks shall form part of the construction phase health and safety plan submitted for approval by the Client.

The assessment must include:

- a) a list of hazards and potential hazards;
- b) a documented risk assessment based on the list of hazards;
- c) a set of safe work procedures (method statements) to eliminate, reduce or control the risks;
- d) a monitoring and review procedure as the risks change.

The Principal Contractor shall ensure that all Contractors inform, instruct and train their workers regarding any hazards, risks and related safe work procedures before any work commences and thereafter at regular intervals as conditions change. Contractors are to conduct their own toolbox talks weekly, and submit proof of these talks to the Principal Contractor. Contractors are to conduct risk assessments specific to their operations and submit a copy to the Principal Contractor.

#### 2.3.8 Health and safety representatives.

The Principal Contractor and Contractors shall appoint in writing and provide training for health and safety representatives who shall carry out inspections of the workplace, keep records and report all findings to the responsible person, and at health and safety meetings. A representative is required once 20 employees are on site, and one representative for every 50 employees thereafter.

#### 2.3.9 Health and safety committees.

The Principal Contractor shall ensure that committee meetings are held monthly and minutes are kept. The responsible person shall chair the meetings and all representatives are to attend. Contractors shall hold their own meetings, with a copy being forwarded to the Principal Contractor's responsible person.

#### 2.3.10 Health and safety training.

a) Induction. The Principal Contractor shall ensure that all site personnel undergo site specific health and safety induction training before they start work. A record of attendance shall be kept in the health and safety file.

b) Awareness. The Principal Contractor shall ensure that on-site toolbox talks take place at least once per week, dealing with risks relevant to the work at hand. Contractors shall provide proof to the Principal Contractor.

#### 2.3.11 General record keeping.

The Principal Contractor shall keep and maintain health and safety records to demonstrate compliance with this Specification, with the OH & S Act, and with the Construction Regulations. He shall ensure that all records of incidents/accidents, emergency procedures, training, inspections, audits, etc, are kept in the health and safety file. He shall ensure that all contractors maintain such a file.

#### 2.3.12 Health and safety audits, monitoring and reporting.

The Client shall conduct monthly health and safety audits of the work place as well as an audit of the administration of health and safety.

The Principal Contractor shall conduct similar audits monthly of any contractor, who will in turn audit any sub-contractor.

#### 2.3.13 Emergency procedures.

The Principal Contractor must prepare a detailed emergency procedure for approval by the Client prior to commencement on site. The procedure shall detail the response plan, including:

- a) list of key competent personnel;
- b) details of emergency services;
- c) actions to be taken in the event of an emergency;
- d) information on any hazardous material/situation.

Emergency procedures shall include: fire; chemical spill; injury; damage; hazardous substances; bomb threat; major incident/accident.

The Principal Contractor shall advise the Client in writing of any such event, including action taken. A contact list of all service providers (fire dept. ambulance, police, doctor, hospital) shall be available to site personnel.

#### 2.3.14 First aid boxes and first aid equipment.

The Principal Contractor shall appoint a certified first aider in writing. A copy of the certificate shall be placed in the health and safety file. An adequately stocked first aid box must be provided by the Principal Contractor, as well as a first aid station. A contractor with 5 or more employees must provide his own first aid box. Where there are 10 or more employees, a certified first aider must be appointed and be on site at all times.

#### 2.3.15 Accident/incident reporting and investigation.

The Principal Contractor must investigate all injuries and report to the Client.

The P.C. may categorize incidents as follows: incidents; first aid; medical; disabling; fatal. He will detail the procedure to follow for each such event.

#### 2.3.16 Hazards and potentially hazardous situations.

The Principal Contractor shall immediately notify any contractors and the Client in writing of any hazardous or potentially hazardous situation that may arise during the performance of construction activities.

#### 2.3.17 Personal Protective Equipment.

The Principal Contractor shall ensure that all site employees wear the P.P.E. as identified in the risk assessment. He is to ensure that an adequate supply of p.p.e. is available on request as either replacement for lost items or worn out items. A record is to be kept of issues to each employee. Each contractor is responsible for supplying his own staff with p.p.e.

#### 2.3.18 Occupational health and safety signage.

The Principal Contractor must provide adequate on-site signage. Examples are: no unauthorized entry; visitors report to site office; site office; hard hat area; construction vehicles; noise zone; first aid. Signs are to be posted on access routes, entrances, scaffolding, and other risk areas.

#### 2.3.19 Contractors and sub-contractors.

The Principal Contractor shall ensure that all contractors comply with this Specification, the OH & S Act, Construction Regulations and any other relevant legislation that may relate to the activities. A contractor shall ensure compliance of any sub-contractor appointed by him.

#### 2.3.20 Public and site visitor health and safety.

The Principal Contractor shall ensure that every person working on or visiting the site, as well as the general public, shall be made aware of the dangers likely to arise from site activities, including the precautions to be taken to avoid or minimize those dangers. Appropriate health and safety notices and signs shall be posted up.

Both the Client and the Principal Contractor have a duty in terms of the OH & S Act to do all that is reasonably practicable to prevent members of the public and site visitors from being affected by the construction activities.

The site must be suitably hoarded at all times with a limited number of restricted access points. Adequate notices are to be displayed.

Hoarding is to be inspected daily and gates locked at the end of each work day.

#### 2.3.21 Penalties.

Penalties may be imposed on Contractors who do not comply with this health and safety Specification.

## **8. 2.4 PHYSICAL REQUIREMENTS**

#### 2.4.1 Existing structures.

Any existing structure must be deemed safe by means of a structural inspection and report compiled by a competent person and forwarded to the Client and the Principal Contractor.

#### 2.4.2 Edge protection and penetrations.

The Principal Contractor must ensure that all edges and openings are guarded and demarcated at all times until permanent protection is erected. The guards must be constructed of scaffold type tubing, with guardrails, painted yellow, located one meter above floor level.

#### 2.4.3 Stacking of materials.

The Principal Contractor must appoint in writing a stacking supervisor and all materials, formwork and other equipment is stacked and stored safely, on level, firm ground, out of access ways and height complying with regulations.

#### 2.4.4 Hazardous Chemical Substances. (h.c.s)

The Principal Contractor is to appoint a competent person in writing to control the storage, transport and use of any h.c.s. Material safety data sheets (msds) are to be maintained and available on site. First aiders are to be informed of the presence of h.c.s. and how to treat incidents.

#### 2.4.5 Asbestos and asbestos work.

The removal and maintenance of asbestos containing products must be conducted under controlled conditions as specified in the Asbestos Regulations.

A set of safe work procedures must be drawn up by the Principal Contractor and submitted to the Client for approval.

#### 2.4.6 Demolition work.

A competent person is to be appointed in writing to supervise and control all demolition work on site.

A method statement on the procedure to be followed in demolishing the structure is to be developed by a competent person prior to the work being carried out. The Construction Regulations section 12 conditions shall apply.

### **9. 2.5 PLANT AND MACHINERY**

#### 2.5.1 Construction plant.

This includes all types of plant used in the construction process, and must comply with the OH & S Act and the Construction Regulations.

The Principal Contractor shall appoint a competent person in writing to inspect and record the findings of such inspections.

Only authorized competent persons are to operate such machinery. Appropriate p.p.e. and clothing must be provided, used and maintained.

#### 2.5.2 Fire extinguishers and fire fighting equipment.

The Principal Contractor and Contractors shall provide adequate, serviced and maintained fire fighting equipment, located at suitable locations on site. Appropriate notices and signs must be posted up.

#### 2.5.3 Hired plant and machinery.

The Principal Contractor shall ensure that the hired plant and machinery is safe for use and complies with 2.5.1 above.

#### 2.5.4 Scaffolding/working in elevated positions.

The Principal Contractor must submit a risk-specific fall protection plan to the Client for approval before any work commences. All scaffolding must comply with SANS 10085 standards.

Scaffolding must be declared safe for use by a competent person who has been appointed in writing, with the register being updated weekly, after inclement weather, after alterations, after an accident, and before dismantling.

Adequate protection must be provided over a walkway, pavement or public access.

The fall protection plan must include a risk assessment and safe work procedures. All persons working at height must be evaluated for physical and psychological fitness. Training must be provided. All openings and edges must be adequately guarded. Workers must be trained in the use of fall harnesses, which must be kept in a good condition.

All scaffolding must be complete with guard rails and toe boards and be fully boarded.

#### 2.5.5 Roof work.

All roof work must be conducted in accordance with Construction Regulation 8, with a fall protection plan in place.

#### 2.5.6 Formwork and support work.

The Principal Contractor shall appoint a competent person in writing to inspect the formwork and support work immediately before, during and after the placement of concrete and thereafter on a daily basis until the removal thereof.

Notices and signs are to be posted. Walkways, passages and pavements are to be protected from falling objects.

#### 2.5.7 Ladders and ladder work.

The Principal Contractor shall appoint a competent person in writing to inspect all ladders monthly and record such findings in a register. Ladders are to extend one meter above a landing and must be secured at the top and have a secure, non-slip base.

#### 2.5.8 Electrical installations and portable electric tools.

The Client must ensure that the Principal Contractor is aware of the position of all electrical power lines. The P.C. must comply with the electrical installation regulations, electrical machinery regulations and the construction regulations. The P.C. shall carry a copy of the Certificate of Compliance. Temporary electrical installations must be inspected weekly. Portable electrical tools are to be visually inspected daily with a register updated monthly.

### **10. 2.6 OCCUPATIONAL HEALTH**

#### 2.6.1 Occupational hygiene.

Exposure to occupational health hazards in construction is common and Contractors must ensure that proper health and hygiene measures are in place to prevent exposure to such hazards. Prevent inhalation, ingestion, absorption and noise induced hearing loss.

#### 2.6.2 Welfare facilities.

The Principal Contractor must supply sufficient toilets (1 per 30 workers), changing facilities, hand wash facilities, soap, toilet paper and hand drying material. There must be safe, clean storage areas for workers to store personal belongings and clean, sheltered eating areas.

#### 2.6.3 Alcohol and other drugs.

No alcohol or other drugs will be allowed on site. No one under the influence of alcohol or drugs will be allowed on site. Any person suffering from any illness/condition which may affect his safety on site must report to his supervisor.

Disciplinary action is to be taken against anyone found under the influence whilst on site.

## **11. COVID 19**

### **CORONA VIRUS OUTBREAK**

On March 11, 2020, the World Health Organization (WHO) declared that an outbreak of the viral disease COVID 19 – first identified in December 2019 in Wuhan, China – had reached the level of a global pandemic. Citing concerns with “the alarming levels of spread and severity,” the WHO called for governments to take urgent and aggressive action to stop the spread of the virus.

The regulations seek to ensure that we, as a country, implement appropriate measures to contain the outbreak of COVID-19. These measures have far-reaching implications for employers.

On March 15, 2020, the Minister of Co-Operative Governance and Traditional Affairs, designated under Section 3 of the Disaster Management Act, 2002 (act No.57 of 2002), published in Government Gazette No. 43096 the Regulations, setting out the necessary steps to prevent an escalation of the disaster or to alleviate, contain and minimise the effects of the disaster.

Furthermore, the Department of Employment and Labour has appealed to employers to use the prescriptions of the Occupational Health and Safety (OHS) Act of 1993 in governing workplaces in relation to Coronavirus Disease 2019 COVID–19.

The Department wishes to appeal to employers who have not prepared for pandemic events to prepare themselves and their workers as far in advance as possible of potentially worsening outbreak conditions. The Department advises employers to “go back to basics” by conducting hazard identification and risk assessment to determine the level of risk exposure and communicate to all workers.

International human rights law guarantees everyone the right to the highest attainable standard of health and obligates governments to take steps to prevent threats to public health and to provide medical care to those who need it. Human rights law also recognizes the context of serious public health threats and public emergencies

## KEY REFERENCES

- Occupational Health and Safety Act No. 85 of 2003 and Regulations (as amended)
- Compensation for Injury and Occupational Diseases Act No. 100 of 1993 (as amended)
  - GN R.398 of Government Gazette 43148 under section 3 of the Disaster Management Act, 1957 (Act 57 of 2002) as amended on 25 March 2020 wherein essential services are defined in Annexure B (see Addendum 1)
- Department of Employment and Labour: Covid-19 Guideline
- World Health Organisation (WHO)
- National Institute for Communicable Diseases (NICD) (South Africa) Centre for Disease Control and Prevention (CDC) Criteria for Return to Work for Healthcare Personnel with Confirmed or Suspected COVID-19 (Interim Guidance).
  - US Centre for Disease Control. Available from:

<https://www.cdc.gov/coronavirus/2019-ncov/healthcare-facilities/hcp-return-work.html>  
(accessed 30 March 2020)

- NICD COVID-19 PUI criteria for testing: <http://www.nicd.ac.za/diseases-a-zindex/covid-19/>

(Version 11, 2 April 2020)

- NICD Clinical management of suspected or confirmed COVID-19 disease Version 3 (accessed 30 March 2020) van Someren Gréve F, Ong DSY. Seasonal respiratory viruses in adult ICU patients. Netherlands Journal of Critical Care.

- Risk assessment and management of exposure of health care workers in the context of COVID-19 Interim guidance. World Health Organization. 19 March 2020. Available from:

[https://apps.who.int/iris/bitstream/handle/10665/331496/WHO-2019-nCovHW\\_risk\\_assessment-2020.2-eng.pdf](https://apps.who.int/iris/bitstream/handle/10665/331496/WHO-2019-nCovHW_risk_assessment-2020.2-eng.pdf) (accessed 30 March 2020)

### **C4.3 COVID-19 SPECIFICATION**

A Covid-19 Company / Site Policy is required including the objectives per the Health & Safety Act.

#### **12. 1.1 WORK PROCEDURES**

- The contractor shall ensure that employees are screened for COVID-19 related symptoms and report such symptoms to a designated person and / or occupational health practitioner prior to entry into the workplace or work area in order for a decision to be made as to the staff member's continued attendance at work.
- At the start of a shift and prior to ending the shift, the Contractors designated persons and / or occupational health practitioner shall check with employees whether they have experienced sudden onset of any of the following symptoms: cough, sore throat, shortness of breath or fever/chills (or 38.0 C measured temperature if this is available at the worksite), in the past 24 hours as outlined in the symptom monitoring sheet. These are the current criteria for the identification of persons under investigation (PUI).
- Should an employee report any of the abovementioned symptoms, the contractor shall immediately provide an employee with a surgical mask and referred to the designated staff at the workplace so that arrangements can be made for COVID-19 testing at the closest testing centre.
- Should an employee report any symptom based on the attached monitoring sheet, s/he the contractor shall provide such employee with a surgical mask and referred to their identified Occupational health service provider, or primary care clinic for further clinical evaluation and requirement for COVID-19 testing if indicated.
- On receiving their results, the Contractors Occupational Health Service Provider, or Primary Care Clinic supporting the employee shall notify the contractor so that the employee is managed accordingly. The contractor shall proactively take steps to obtain this information to avoid any delays in reporting.
- The contractor shall ensure that the employee shall be managed according to either scenario 1 or 2.
- Scenario 1: worker with a confirmed positive COVID-19 test
  - To remain consistent with the advice in the NDOH clinical management of COVID-19 disease Guideline scenario 1 (COVID-19 confirmed in a worker), will require self-isolation of staff member for 14 days after symptom onset (mild cases) and 14 days after clinical stability (severe cases). Should an early return to work policy be needed in future owing to severe workforce shortages, the US CDC criteria may be reconsidered.
- Scenario worker with current flu-like symptoms
  - Consider latest NICD and international criteria (US CDC): any staff in with direct COVID-19 contact who develops an acute respiratory infection (e.g. cough, shortness of breath, sore throat) with or without fever or history of fever (e.g. night

sweats, chills) is a suspected COVID19 case. Complete NICD PUI form and select appropriate essential worker tick box PLUS notify to NICD. Perform SARS-COV-2 RT-PCR testing. For staff, with a negative RT-PCR test, but highrisk COVID-19 exposure and COVID-19 compatible symptoms, discuss with occupational health/infectious diseases regarding the need for further testing and/or self-quarantine. If an alternate diagnosis is made (e.g., influenza), the criteria for return to work should be based on that diagnosis and duration of infectivity for other respiratory infections.

A positive COVID-19 test in an employee shall require all potential contacts in the prison workplace to be assessed using scenarios 3 or 4

- Scenario 3:High risk, confirmed COVID-19 exposure, asymptomatic. High risk exposure: close contact within 1 metre of a COVID-19 confirmed case for >15 minutes without PPE (no face cover/eye cover) or with failure of PPE and/or direct contact with respiratory secretions of confirmed COVID-19 case (clinical or laboratory). Line manager to assess and confirm COVID-19 exposure risk (if uncertain, refer to WHO tool for assessing exposure risk).s Notify exposure to NICD. Staff member to perform daily symptom self-check and complete symptom monitoring form until 14 days since last COVID-19 exposure. If asymptomatic through day 7, consider for return to work, following a negative RT-PCR on day 8
- Scenario Low risk, suspected COVID-19 exposure, asymptomatic. Low risk exposure: metre away from a COVID-19 confirmed case for <15 minutes OR within 1 meter but wearing PPE (face cover, eye cover). Also consider lower risk if COVID case was wearing a surgical mask (source control). Line manager to assess and confirm COVID-19 exposure risk (if uncertain, refer to WHO tool for assessing exposure risk. For low-risk exposures to a confirmed COVID-19 positive case, worker can continue to work with self-monitoring (twice daily temperature and daily symptom check) for 14 days after last COVID-19 exposure. (use symptom monitoring form below)

All employees on returning to work after isolation or quarantine period, should follow general work restrictions that include:

- undergo medical evaluation to confirm that they are fit to work wearing of surgical masks at all times while at work for a period of 21 days from the initial test implement social distancing measures as appropriate (in the case of health workers avoiding contact with severely immunocompromised patients) adherence to hand hygiene, respiratory hygiene, and cough etiquette continued self-monitoring for symptoms, and seek medical re-evaluation if respiratory symptoms recur or worsen

### **13. 1.2 ROLE PLAYERS TO COVID-19 POLICY & PLAN OF CONTRACTOR**

- The Contractor shall establish a COVID 19 committee which shall deal with all COVID 19 related matters which shall inter alia include the handling of cross contamination and infection on-site. The team should also be available for answering workers' concerns and communicating accurate media updates etc concerning the COVID 19
- With employees, site visitors and others coming to site from unknown origins, it is imperative that the Covid-19 plan is drafted with the identification of the care/support individuals to form this team, as these individuals will be required to avail themselves, as per the procedure put into place

- The role-players will also be expected to deal with issues of resources, and maintaining of resources, e.g., using a glove, then re-using a glove is not permitted. Using a glove then taking off a hand where the hand is bare and infecting then the hand is also not correct.

All these controls need monitoring by role-players.

#### **14. 1.3 RISK ASSESSMENT & RISK ASSESSMENT REVIEWS**

Planning for COVID-19 involves constantly updating health and safety plans to address the specific exposure risks, sources of exposure, routes of transmission, and other unique characteristics of respiratory infections (i.e., compared to influenza virus outbreaks)

Covid-19 measures require that the HIRA considers how COVID 19 infection may be eliminated or mitigated by

- Not spreading the Virus
- Not cross-contaminating
- Stringent Hygiene Practices
- Supply of COVID 19 PPE
- Good Health Practices at home
- Adequate sanitiser supply at all points of contact i.e., gates

#### **15. 1.4 MEDICALS**

The Principal Contractor / Contractors shall include, the following, Covid-19 Health & Safety arrangements in their plans in details

- COVID 19, screening process
- Isolation and Management Process (in the event of suspected or infected cases)
- Isolating employees from hazardous risk areas
- Provide information, instruction and training on Occupational Hygiene & Management;
- Training concerning COVID 19 infection and contamination prevention and control
- Taking off and disposal of correct and identified personal protective equipment (PPE), provide adequate IPC and PPE supplies (masks, gloves, goggles, gowns, hand sanitizer, soap and water, cleaning supplies) in sufficient quantity to healthcare or other staff caring for suspected or confirmed

#### **16. 1.5 PENALTIES TO NON-COMPLIANCE**

- The client may apply a penalty of R 1 000 FOR EACH documented noncompliance. A fine of R 5 000 will be charged for repeated non-conformances.

### **17. 3. PRINCIPAL CONTRACTOR COMPLIANCE DATES**

<b><u>Requirement</u></b>	<b><u>Submission date</u></b>
A) Health and safety plan	
B) Notification of intention to Commence construction	Before commencement on site.
C) Assignment of responsible Persons to supervise Construction work.	Before commencement on site.
D) Competence of responsible Plan Persons	Together with H & S
E) Occupational health and safety policy	Together with H&S Plan
F) Health and safety organogram	Together with H&S Plan
G) Initial hazard identification And risk assessment	Together with H&S Plan

### **4. Assignment of Principal Contractor's responsible persons**

<b><u>18. Appointment</u></b>	<b><u>Reference</u></b>
A) CEO Assignee	OH&S Act sect. 16(2)
B) Construction work supervisor	CR 6.1
C) Subordinate supervisor	CR6.2
D) Health & safety representatives	OH&S Act sect. 17
E) Incident investigator	GAR 8
F) Risk assessment co-ordinator	CR7
G) Fall protection plan co-ord.	CR8
H) First aiders	GSR 3
I) Scaffold inspector/supervisor	SANS 10085 & CR14
J) Scaffold erector	GSR13D
K) Formwork/support work	CR10
L) Excavation inspector	CR11
M) Ladder inspector	GSR13A
N) Temporary electrical installation	CR22

- O) Fire fighting equipment inspector CR27
- P) Safety officer CR6.6
- Q) Demolition Supervisor CR 12(1)

**19. 5. GENERAL COMPLIANCE REQUIREMENTS**

- 1. Construction health and safety plan. Monthly review.
- 2. Health and safety file. Open, at meetings.
- 3. OH&S Act regulations Monthly review.
- 4. Induction training. Every worker
- 5. Toolbox talks. Weekly
- 6. Health & safety reports Monthly.
- 7. Emergency procedures Monthly. 8. Risk assessments Monthly.
- 9. Safe work procedures Before start.
- 10. General inspections. Daily, weekly.
- 11. List of contractors. Update weekly.
- 12. Workman's compensation. Ongoing. 13. Section 37 Mandatary Ongoing.

## **6. PRELIMINARY RISK & COVID-19 ASSESSMENT**

CICTE Health and Safety

### **Completion of Vukayibambe SSS COVID-19 (Health and Safety Baseline Risk Assessment**

Client:	IDT
Bidder:	
Agent:	BHC BEP
Date:	2022/02/18
Location:	Mbizana
GPS Coordinate:	

**Date:** 18 February 2022.

**Task being Assessed:**  
procedures to limit site exposure.

Covid 19 – Operational

Identified Hazard/s.	Persons Considered at Risk.	Control Measures.
General access onto site.	All visitors, staff, All personnel, delivery drivers.	The access gate will be supervised by gate security clothed in full PPE or it shall be locked at all times If access is needed on to site for operational reasons, the site security will confront the person seeking access, and request a medical clearance certificate indicating that the person does not have COVID 19 thereafter they will seek why they require access onto site and will seek approval from the site manager if not known.
		Upon completion of a standard questionnaire as provided for by National Department of Health, if the individual is granted permission onto site, they are shown and instructed which areas they are allowed to work in, access routes, 2m rule distancing and general protocols for the site.

Risk Assessment.		
Identified Hazard/s.	Persons Considered at Risk.	Control Measures.
Number of All personnel working in site.	All personnel, contractors.	Operatives and Contractor and sub-contractor numbers have been reviewed to facilitate the 2m distancing rule. Operatives Contractors and Contractors work areas have been reallocated to reduce the number of operatives and contractors working in the same areas.  No employees over 60 will be allowed on site
All personnel and contractors working.	All personnel, contractors.	Government restrictions and guidelines relating to site operations are posted on the site notice board. Regular tool box talks will be given by Site Management to explain the latest guidance and any updates made to site rules.

Risk Assessment.		
Identified Hazard/s.	Persons Considered at Risk.	Control Measures.
Site workforce - W.C area exposure with another member of the workforce.	Visitors, All personnel, contractors.	W.C. areas are cleaned with disinfectant every two hours during the working day. W.C. areas are restricted to single occupancy to maintain 2m distancing rule. Suitable cleaning and washing material are provided this includes throw away hand towels.

Cross contamination – contravening rules.	All personnel, contractors	Addition site supervision will be used to police Covid 19 restrictions. Breach of Covid 19 restrictions will result in expulsion from site.
-------------------------------------------	----------------------------	---------------------------------------------------------------------------------------------------------------------------------------------

Risk Assessment.		
Identified Hazard/s.	Persons Considered at Risk.	Control Measures.
Operatives with underlying health issues.	All personnel, contractors.	Each individual operative has been asked if they suffer any underlying health issues as denoted on the government website, if they do - they are sent home or preferably will work

		from home
Operative physical and mental wellbeing.	All personnel, contractors.	Each individual operative is under no pressure to attend site to undertake their works, if they feel that working in this current climate may compromise the safety of their family life
		concerning Covid 19.
Travel to site.	All personnel, contractors.	All operatives are to travel to site individually. Those travelling in groups must travel in strict accordance to the Disaster Act recommendations

<b>Risk Assessment.</b>		
<b>Identified Hazard/s.</b>	<b>Persons Considered at Risk.</b>	<b>Control Measures.</b>
Covid 19 awareness.	All personnel, contractors.	Tool box talks undertaken on a daily basis  Posters erected throughout the site notifying operatives on current guidelines.

Covid 19 awareness.	Visitors,	Induction talks undertaken. Posters erected throughout the site notifying operatives on current guidelines.
Cross contamination - hand tools.	All personnel, contractors.	Hand tools will be cleaned before being issued from the stores.

### Risk Assessment.

Identified Hazard/s.	Persons Considered at Risk.	Control Measures.
Cross contamination - Transporting Materials.	All personnel, contractors.	If materials require handling by two or more operatives suitable PPE will be worn, mask, goggles and gloves.
Circulation areas – Stairs.	All personnel, contractors, visitors.	Stair handrails will be cleaned with disinfectant three times a day.
Personal hygiene.	All personnel, contractors, visitors.	Washing hands will be promoted on a regular basis – recommendation is every 2 hours.

<b>Risk Assessment.</b>		
<b>Identified Hazard/s.</b>	<b>Persons Considered at Risk.</b>	<b>Control Measures.</b>
Cross contamination - Smoking.	Visitors, All personnel, contractors.	Designated smoking areas will be restricted and 2m rule will apply.
Cross contamination – operating Mechanical plant.	All personnel, contractors.	All plant operators will remain within the plant cabs during the works or deliveries.  If the drivers a required to leave vehicles they will remain 2m away from other operatives.

<b>Risk Assessment.</b>		
<b>Identified Hazard/s.</b>	<b>Persons Considered at Risk.</b>	<b>Control Measures.</b>
Cross contamination – Site offices	All personnel, contractors, Staff, Visitors.	All site offices are to be cleaned 3 times a day minimum with disinfectant. Limited access into site offices. 2m rule to apply

		within the office.
Contamination – Hygiene.	All personnel, contractors, Staff, Visitors.	All operatives to wash hands when entering site, during the day and when leaving site.

<b>Risk Assessment.</b>		
<b>Identified Hazard/s.</b>	<b>Persons Considered at Risk.</b>	<b>Control Measures.</b>
Government information and guidelines	Visitors, All personnel, Contractors, Staff.	Current guidelines posted by the Government will be regularly reviewed and the risk assessments amended to accommodate new requirements.  This information will be relayed to all persons at risk.
Self-Isolation	All personnel, contractors, Staff, Visitors.	If Covid 19 symptoms are detected the operative displaying the symptoms will be asked to leave site and selfisolate. If required to leave site a family member will be asked to collect the operative.

Risk Assessment.		
Identified Hazard/s.	Persons Considered at Risk.	Control Measures.
Site workforce - Canteen area exposure with another member of the workforce.	Visitors, All personnel, contractors.	Canteen areas will be cleaned with disinfectant three times a day. Canteen areas will have restrictions for only one person per table to maintain 2m distancing rule. Breaks will be staggered to reduce the numbers wanting access into the canteen. Suitable cleaning and washing material are provided this includes throw away hand towels.

### Baseline Risk Assessment

The following baseline risk assessment is a preliminary risk assessment based on the proposed scope of work. The Principal Contractor must submit a detailed risk assessment which address the items below as a minimum. The principles to be used are as follows:

- elimination
- substitution
- changing work methods/patterns

- reduced or limited time exposure
- engineering controls (e.g. isolation, insulation and ventilation)
- good housekeeping
- safe systems of work
- training and information
- personal protective equipment
- welfare
- monitoring and supervision
- review

<b>Issue</b>	<b>Hazards and Issues</b>	<b>Typical Management and Control Strategies</b>
Riot/Strike or lock out	Hazards associated with disorderly conducted e.g. vandalism	Obtain daily news feed regarding UFH activities  Shutdown and secure site
Fire Protection	Bushfire, property damage, environmental damage	Firefighting equipment such as fire extinguishers,  Site clearing (where permitted)  Training and induction Liaison and consultation with authorities  Liaison and consultation with landowners and councils

<p>General building - Concrete Formwork and Reinforcement</p> <p>Brickwork</p> <p>Roof work</p> <p>Tiling Paving</p> <p>Plumbing and Drainage</p> <p>External works</p>	<p>Working at Height</p> <p>Moving Objects</p> <p>Slips, Trips, &amp; Falls</p> <p>Noise</p> <p>Hand Arm Vibration Syndrome</p> <p>Material &amp; Manual Handling</p> <p>Collapse</p> <p>Asbestos</p>	<p>Prevent exposure</p> <p>Substitution</p> <p>Engineering controls</p> <p>PPE</p> <p>Inspection of equipment</p> <p>Use of correctly rated equipment</p> <p>Training</p> <p>Qualified personnel</p> <p>Procedures</p> <p>Minimize required access to height</p>
---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

Issue	Hazards and Issues	Typical Management and Control Strategies
-------	--------------------	-------------------------------------------

<p>Protection of the Public - construction workers,staff,students</p>	<p>Excavations  Plant and machinery  Access to construction sites  Vehicle access  Hazards associated with welding activities  Crossing roads etc  Hazards associated with building trades</p>	<p>Security of plant and equipment  Signage  Barricading and barriers  Traffic management  Notifications and planning  Training of personnel  Qualifications of personnel  Security personnel  Identification of high-risk areas/locations</p>
<p>Power lines and Adjacent Infrastructure Including Underground Power</p>	<p>Induced voltage  Touch and Step potential  Fault currents  Electrical storms and lighting  Excavations hitting services</p>	<p>Identification of power lines and underground services  Notification to power local authorities and Eskom  Supervision  Working outside  Exclusion zones  Procedures for working in storms  Earth mats  Engineering review of work adjacent to or under power lines  Spotters</p>

<b>Issue</b>	<b>Hazards and Issues</b>	<b>Typical Management and Control Strategies</b>
--------------	---------------------------	--------------------------------------------------

Excavations	<p>Public, personnel and fauna injury</p> <p>Traffic hazards</p> <p>Night-time hazards</p> <p>Underground services such as power, water, telecommunications</p> <p>Pipe damage</p>	<p>Barricading and barriers</p> <p>Notification</p> <p>Minimize open trench</p> <p>Procedures and processes to avoid trench entry</p> <p>Lighting</p> <p>Surveillance and/or security</p> <p>Shoring</p> <p>Minimize trench depth where possible</p>
Lifting of Materials	<p>Falling objects</p> <p>Swinging objects</p>	<p>PPE</p> <p>Inspection of equipment</p> <p>Use of correctly rated equipment</p> <p>Training</p> <p>Qualified personnel</p> <p>Procedures</p> <p>Minimize required access to height</p>
Handling Chemicals	<p>of</p> <p>Spillage</p> <p>Fire</p> <p>Injury</p> <p>Environmental damage</p>	<p>Procedures</p> <p>Compliance with legislative requirements</p> <p>MSDS</p> <p>Correct storage</p> <p>Handling procedures</p> <p>PPE</p> <p>Material handling equipment</p>

<b>Issue</b>	<b>Hazards and Issues</b>	<b>Typical Management and Control Strategies</b>
Site Communication	Lack of understanding of procedures	Meetings Records Newsletters Toolbox meetings Committee Meetings and distribution of minutes Supervisor Meetings Hazard reports/alerts
Incident Reporting and Investigations	Lack of learning from incidents	Reporting procedures Training and induction Training for investigators Records Investigation processes Corrective action database/list Responsibilities assigned

Competency	Incidents and injury Inefficient processes Property and equipment damage	Pre-employment processes Interview and/or reference checks On-the-job evaluation of skills Inductions Development of skills matrices Training records Training programs
------------	--------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Issue</b>	<b>Hazards and Issues</b>	<b>Typical Management and Control Strategies</b>
Management of Change	Lack of review of implications when changing process and plant	Procedures Review of change implications prior to implementation Communication of change Document control processes Change control register

Fitness for Work	Personnel putting themselves and others at risk Impaired judgement	Evaluation of cycle breaks in early stages of project development Fit for Work policies Rehabilitation services Drug and alcohol testing programs Provision of exercise facilities Management of hours of work Management of extremes of climate Camp/accommodation Fatigue minimization measures
------------------	-----------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

<b>Issue</b>	<b>Hazards and Issues</b>	<b>Typical Management and Control Strategies</b>
Vehicles and Driving	Third party road users Road quality Fatigue Vehicle type and setup Remote travel Terrain Effects of drugs/alcohol	Training, competence, attitude and assessment Work Scheduling Vehicle maintenance Vehicle type, setup and equipment Project vehicle speeds (ROW) Licensing Fit for Work Policy Fatigue management Refer to relevant legislation and statutory authorities

Trip, Slip and Fall Hazards	Uneven ground Access and egress from plant and vehicles	PPE, especially appropriate footwear Awareness Lighting Housekeeping OHS Inspections Use of handrails and ladders
-----------------------------	------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------

<b>Issue</b>	<b>Hazards and Issues</b>	<b>Typical Management and Control Strategies</b>
Electrical Equipment	Electric shock	Pre-use inspections Earthing Portable RCDs Housekeeping Test and tagging program Tagging and isolation Resuscitation qualified electrical personnel All electric leads kept dry All electric leads kept insulated Avoid live work situations Protect overhead cables Maintain safe clearances – exclusion zones

Pressure, Air hoses and equipment	Air embolism Eye injuries Flailing equipment	Safety clips in place Pre-inspection checks Hose inspections Cylinders stored correctly Pressure gauges checked Appropriate whip checks (Stainless steel or 'stocking' type)
<b>Issue</b>	<b>Hazards and Issues</b>	<b>Typical Management and Control Strategies</b>
Use of Plant	Plant defects Pinch points Crush points Noise exposure Dust exposure Rollover	Shut down plant for maintenance Plant risk assessments conducted Plant noise surveys Wheeled plant to be fitted with Roll-Over Protection Sealed cabins PPE and hearing protection
Manual Handling	Crushing injuries Pinch injuries Posture strain Repetitive strain Vibration Hand tools Power tools Load handling	Manual handling training PPE – gloves Hand and power tool training Load handling – team lifting Mechanical devices Team lifting

<b>Health and Safety Budget</b>					
Contractor to give a breakdown of his Health and Safety costs on these bills of quantities					
<b>ITEM</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QTY</b>	<b>RATE</b>	<b>TOTAL</b>
<b>1</b>	<b>MEDICALS</b>				
1.1	Pre-employment medical	Nr.			
1.2	Psychological medical for working at heights	Nr.			
1.3	Psychological medical for working motorized equipment & construction machinery	Nr.			
1.4	Medical for working asbestos	Nr.			
1.5	Routine medical as per requirement of job activities	Nr.			
1.6	Re-medicals - yearly	Nr.			
1.7	Exit medicals	Nr.			
	<b>TOTAL</b>				

<b>2</b>	<b>PERSONAL PROTECTIVE EQUIPMENT</b>				
2.1	Overalls (Blue)	Nr.			
2.2	Specialized overalls (asbestos, chemicals etc.)	Nr.			
2.3	Hard hats and safety glasses	Nr.			
2.4	Safety boots/shoes	Nr.			
2.5	Gloves	Nr.			
2.6	Breathing apparatus (confined space, asbestos & chemicals)	Nr.			
2.7	Life jackets	Nr.			
2.8	Reflector Bibs	Nr.			

2.9	Testing equipment (oxygen measuring, noise, lighting, lightning & wind) (Centralized)	Nr.			
2.10	Orange Star Netting - 1.2m High	m			
2.11	Orange Plastic road cones	Nr.			
2.12	Plastic Reinforce Caps(Rebar)	Nr.			
2.13	Dust masks	Nr.			
	TOTAL				
<b>3</b>	<b>FIRE FIGHTING</b>				

3.1	Fire extinguishers - 4.5Kg	Nr.			
3.2	Training	Nr.			
3.3	Surveys	Nr.			
3.4	Other - Drip trays	Nr.			
	TOTAL				
<b>4</b>	<b>HEALTH AND SAFETY PERSONNEL</b>				
4.1	Safety Manager (50%)	Nr.			
4.2	Safety Officer	Nr.			
4.3	Full time Safety Representatives if required	Nr.			
4.4	Fire Watchers	Nr.			
4.5	First aiders	Nr.			
4.6	External auditors' costs	Nr.			
4.7	Occupational hygienist	N/A			
4.8	Construction Phase Safety, Health, Environmental and Waste Management Plan	Nr.			

4.9	Safety Administrator	Nr.			
	TOTAL				
<b>5</b>	<b>FACILITIES</b>				
5.1	Provision of ablution facilities	Nr.			

5.2	Service and maintenance of ablution facilities	Nr.			
5.3	Provision of eating areas	Nr.			
5.4	Cleaning of Lay down and other storage areas	Nr.			
5.5	Wash hand basin	Nr.			
5.6	Hot and Cold running water	Nr.			
5.7	Decreasing & Toilet soap	Nr.			
	<b>TOTAL</b>				
<b>6</b>	<i>FALL PREVENTION / PROTECTION</i>				
6.1	Safety harnesses with double lanyards	Nr.			
6.2	Lanyard extenders	Nr.			
6.3	Scaffold hooks	Nr.			
6.4	Lifelines and vertical fall arrest systems	Nr.			
6.5	Scaffolding – material, erection and inspection (Estimate for project)	Nr.			
6.6	Temporary hand railing material and kick flats	Nr.			
6.7	Inspection for approval of equipment (AIA)	Nr.			
6.8	Chin Straps/Tool bags/Wrist	Nr.			
	straps				
6.9	Other	Item			

	TOTAL				
<b>7</b>	<b>VEHICLE / MOBILE EQUIPMENT UPGRADE FOR USE ON SITE</b>				
7.1	Raised lights	N/A			
7.2	Rotating orange light	N/A			
7.3	Flag as per procedure	N/A			
7.4	Fire extinguisher - 4.5Kg	Nr.			
7.5	First aid box	Nr.			
7.6	Reflector tape	m			
7.7	Danger Tape	Rolls			
7.8	Signage	Nr.			
7.9	Roll over & fall over protection	N/A			
7.10	Safety belts for all passengers (LDV)	N/A			
7.11	Wheel Chockes	N/A			
	TOTAL				
<b>8</b>	<b>LIFTING MACHINERY AND EQUIPMENT</b>				
8.1	Annual inspections and load testing as per legal requirement	Nr.			
8.2	Certification of all lifting gear during the course of the project	Nr.			
8.3	Third party inspections	Nr.			

8.4	Inspection for approval of equipment (AIA)	Nr.			
8.5	Slings	Nr.			
8.6	Chains	Nr.			
8.7	Hooks	Nr.			
	<b>TOTAL</b>				

<b>9</b>	<b>INSURANCES</b>				
9.1	COID cover for the project	Nr.			
9.2	Liability insurances	Nr.			
	<b>TOTAL</b>				
<b>10</b>	<b>FIRST AID</b>				
10.1	First aid boxes	Nr.			
10.2	Rescue equipment and stretchers	Nr.			
10.3	Replenishment of boxes and other supplies	Nr.			
10.4	Hazchem Spill kits	Nr.			
	<b>TOTAL</b>				
<b>11</b>	<b>TRAINING</b>				
11.1	SHE Representative	Nr.			
11.2	Supervisor A2 (No cost)	Nr.			
11.3	Management/Safety Officer A3 (No cost)	Nr.			
11.4	First Aid Level 1	Nr.			

11.5	Fire Fighting	Nr.			
11.6	Legal Liability	Nr.			
11.7	HIRAC	Nr.			
11.8	Incident Investigation (RCAT)	Nr.			
11.9	Scaffolding Inspector	Nr.			
11.10	Scaffolding Erector	Nr.			
11.11	Basic Working at Heights	Nr.			
11.12	Rescue at Heights	Nr.			
	TOTAL				
<b>12</b>	<b>SIGNAGE</b>				
12.1	All signage as required by law: regulatory, warning and information	Nr.			
12.2	Posters for awareness	Nr.			
12.3	Admin	Item			
	TOTAL				
<b>13</b>	<b>EL ECTRICAL</b>				
13.1	Locks required for lockouts	Nr.			
13.2	Tags	Nr.			
13.3	Permit books	Nr.			
13.4	Callipers	Nr.			
13.5	Key safes	Nr.			
	TOTAL				
<b>14</b>	<b>PLANT &amp; SCA FFOLDING</b>				
14.1	Telescopic Hoist	month			
14.2	TH - Driver	month			

14.3	Scaffolding	month			
15	<b>COVID 19</b>				
15.1	Allow for COVID 19 PPE, Screening, testing sanitizer etc as per the COVID 19 Protocol	Item			
	<b>TOTAL</b>				
<b>GRAND TOTAL TO BE INCORPORATED TO THE PRELIMINARIES AND GENERAL AS PART OF ITEM 107 PAGE 30 IN THE BILLS OF QUANTITIES</b>					

**20. 7. ACKNOWLEDGEMENT OF RECEIPT**

I, .....,  
representing.....

Principal Contractor/Contractor, have received the Health and Safety Specification in good order and shall ensure that the Principal Contractor/Contractor and its personnel comply with all obligations/requirements/specifications in respect thereof.

This document is legally binding in terms of Regulation 4(1)(a) of the Construction Regulations 2014.

.....  
.....

Signature of Principal Contractor / Contractor

Date:

.....  
.....  
Signature of Client / Client's Agent

Date:

#### **C4.4 HIV AND AIDS Specification**

## **SPECIFICATION FOR HIV/AIDS AWARENESS**

### **1. Scope**

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

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

### **2. Normative references**

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

SANS 4074 ISO 4074, *Condom Rubbers*

### **3. Definitions and Abbreviations**

#### **3.1 Definitions**

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

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

**Service provider:** the natural or juristic person recognised by the South African Department of Roads and Public Works as specialist in conducting Aids Awareness Programmes.

#### **3.2 Abbreviations**

**STI:** Sexually transmitted infection

**HIV:** Human Immunodeficiency Virus

**AIDS:** Acquired Immune Deficiency Syndrome

### **4. Objectives**

The objectives are to:

- a) Reduce the risk of transfer of the HIV virus between and among construction workers and the local community;
- b) Raise awareness amongst construction workers and the local community of the risk of infection with the HIV virus;
- c) Promote early diagnosis; and
- d) Assist affected individuals to access care and counseling.

### **5. Requirements**

#### **5.1 General requirements**

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

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

## **5.2 HIV awareness programme**

5.2.1 The contractor shall:

- a) Once the contractor have established site, he/she must go to the local Community Health Centre and report the project and that he will be recruiting local labour and that he/she would want them to conduct the HIV training and awareness.

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

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

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

**The HIV/AIDS awareness programme described in 5.2 is to be done once off at the start of the contract.**

## **5.3 Reporting**

5.3.1 The contractor shall prepare and attach to his claims for payment a brief report which outlines how the actions taken by the contractor in the period for which payment is claimed satisfy the requirements and a schedule which lists the names, identity numbers, trade / occupation and name of employer of all construction workers exposed to the programme (see HIV/STI Compliance Report)

5.3.2 The employer's representative shall certify the report and schedule described in 5.3.1 whenever a claim for payment is issued to the employer.

**Note: In the event that the contractor fails to satisfy the requirements of this specification, the employer may apply any of the sanctions provided for the contract. Sanctions may include the application of a financial penalty of 0.05% of the Contract Sum.**

The HIV/AIDS awareness programme described in 5.2 shall in addition be conducted for the benefit of the local community on one occasion in the community centre nearest to the building site. The contractor shall be responsible for inviting identifiable community-based institutions and organizations, churches, and schools to participate in the programme.

## **C5.1 ANNEXURE A**

**PRO-FORMA AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT  
1993**

**PRO-FORMA AGREEMENT IN TERMS OF**

**OCCUPATIONAL HEALTH AND SAFETY ACT 1993 – SECTION 37 (2)**

**CONSTRUCTION SAFETY REGULATIONS**

The above-mentioned regulations were promulgated in the Govt. Gazette on Friday, 18 July 2014 under the Occupational Health & Safety Act (85 of 1993) and are now in force.

The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act 1993 (Act 85 of 1993, hereinafter referred to as the Act), that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act, namely:

- (a) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all the relevant provisions of the Act and the regulations promulgated in terms of the Act, and the Employer’s Health and Safety Specifications included in the contract documents.
- (b) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations and the Employer’s Health and Safety Specifications included in the contract documents will be complied with in all respects.
- (c) In relation to any work or activity performed by the Contractor, his workmen or any other person for whose acts or omissions the Contractor is responsible in terms of the Contract, the Contractor hereby accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from itself being obliged to comply with any of the aforesaid duties, obligations and prohibitions.
- (d) 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 set out more fully in paragraphs (a) and (b) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or to inspect any appropriate records held by the Contractor.
- (e) The Contractor shall be obliged to report forthwith in writing to the Representative/Agent full details of 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 Contract.
- (f) Forward “safety meeting” minutes to the representative/Agent.

For the Employer: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses: 1) : \_\_\_\_\_ 2) \_\_\_\_\_

For the Contractor: \_\_\_\_\_ Date: \_\_\_\_\_

Witnesses: 1) : \_\_\_\_\_ 2) \_\_\_\_\_

**C5.2 ANNEXURE B**

**NOTIFICATION OF CONSTRUCTION WORK**

**NOTIFICATION OF CONSTRUCTION WORK**  
(Regulation 3 of the Construction Regulations, 2014)

**1. CONTRACTOR**

1.1 Name and postal address of Contractor :

---

---

---

1.2 Name and telephone number of Contractor's contact person :

---

1.3 Contractor's compensation registration number :

---

1.4 Name and telephone number of Contractor's Construction Supervisor :

---

1.5 Physical address of the construction site or site office:

---

---

---

1.5 Estimated number of persons on the construction site :

---

1.6 Estimated number of Subcontractors on the construction site accountable to the Contractor :

---

**2. EMPLOYER**

2.1 Name and postal address of Employer :

---

---

---

2.2 Name and telephone number of Employer's Principal Agent:

---

### 3. DESIGN CONSULTANTS

#### 3.1 Name and postal address of design consultants:

##### 3.1.1 Construction project managers/ Principal Agents:

**BHC Built Environment Professionals.**  
**2 Salisbury Ave.**  
**Mill Park Gqeberha**  
**Tel: 0413730736**

##### 3.1.2 Architects:

**Agent (2) is**  
**Athi Ayanda Consulting**  
**email: info@athiyanda.co.za**  
**Address (physical): 9 Clover Ridge Complex ,**  
**Elfin Glen Road , Nahoon Valley,**  
**East London**

##### 3.1.3 Structural engineer :

**Makapela Engineers & Project Managers**  
**Telephone: 041 501 43400**  
**Email: malibongwem@makapela.co.za**  
**Address (physical):**  
**1 Fleming Street, FC Sturrock Building,**  
**Ground Floor, Transnet,**  
**Gqeberha, 6001**

##### 3.1.4 Electrical engineer:

**Agent (3) is: JECMADI consulting engineers**  
**Telephone:+27 81411 7855**  
**Email: info@jecmadi.co.za**  
**Address (postal): P.O BOX 3821,**  
**Halfway House**  
**Midrand 1685**

##### 3.1.5 Mechanical engineer :

**N/A**

##### 3.1.6 Civil engineer :

**Makapela Engineers & Project Managers**  
**Telephone: 041 501 43400**  
**Email: malibongwem@makapela.co.za**  
**Address (physical):**  
**1 Fleming Street, FC Sturrock Building,**  
**Ground Floor, Transnet,**  
**Gqeberha, 6001**

3.1.7 Security engineer :

**To be appointed at a later stage if necessary**

3.1.8 Other (if any) :

3.2 Name and telephone number of design consultant's contact person :

3.2.1 Construction project managers/ Principal Agent :

**AS PER ABOVE 3.1**

3.2.2 Architects :

**AS PER ABOVE 3.1**

3.2.3 Structural engineer :

**AS PER ABOVE 3.1**

3.2.4 Electrical engineer :

**AS PER ABOVE 3.1**

3.2.5 Mechanical engineer :

**AS PER ABOVE 3.1**

3.2.6 Civil engineer :

**AS PER ABOVE 3.1**

3.2.7 Security engineer :

**To be appointed at a later stage if necessary**

3.2.8 Other (if any) :

#### 4. THE WORKS

Nature of the works:

The scope of works involves the following to complete Vukayibambe Senior Secondary School with the following facilities: Modular Prefabricated Construction System: The structures were erected, however there is outstanding work which is fixing steps at t is fixing steps at the entrances and closing the underside of the structures. Completing the Conventional construction for the following facilities which have been constructed: Staff x 7 seats |Male Students x 6 seats. |Female Students x 10 seats.

|Electrical reticulation to the ablutions. |External Works consists of the following: |Walkways, aprons  
.|Borehole drilling and Construction of an elevated water tank. |General Landscaping and filling.

Commencement date :

\_\_\_\_\_

Completion date :

\_\_\_\_\_

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

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

THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

ALL CONTRACTORS THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER CONTRACTOR ON THE SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK.

---

### C.5.3 ANNEXURE C

---

#### Drawings List & Drawings

<b>Drawing Number</b>	<b>Description</b>
Site Development Plan 4 April 2017	Vukayibambe SSS - SDP- Rev 2. 04-04-17
Staff Ablution Block 4 April 2017	Vukayibambe SSS - Staff Ablutions - 7 Seats
Female Ablution Block 4 April 2017	Vukayibambe SSS - Female Ablutions - 10 Seats
Male Ablution Block 4 April 2017	Vukayibambe SSS - Male Ablutions - 6 Seats
EI-01	Electrical installation rev.0 -site reticulation

---

**C5.4 ANNEXURE D**

---

**IDT Addendum to the JBCC**



**ANNEXURE D**

To the

**THE JBCC PRINCIPAL BUILDING AGREEMENT**

**NAME OF PROJECT:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## INTRODUCTION

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

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

### 1. ADDENDUM TO THE MAIN AGREEMENT

- 1.1 This Agreement will constitute an Addendum to the Main Agreement as contemplated herein;
- 1.2 The Terms of Reference, Accepted Proposal or Tender, Standard Conditions of Tender, Special Conditions of Tender and adjusted Priced Bills of Quantities shall form part of the agreement between the Contractor and the Employer;
- 1.3 This Addendum will be deemed to incorporate, with or without variation, all the provisions of the Main Agreement, unless the context clearly requires otherwise;
- 1.4 All words and phrases used in this Addendum which are defined in the Main Agreement, will bear the same meaning assigned to them in the Main Agreement; and
- 1.5 All references in the Main Agreement to “the/this Agreement” itself, will be deemed to be references also to the Main Agreement duly amended by this Addendum.

## 1.6 Interpretations and Definition

1.6.01 **Financial Implications** shall mean the variation amount over and above the awarded contract sum.

## 2. SPECIAL CONDITION

If there is any conflict between the contents or any part of this Addendum and the contents or any part of the Main Agreement and other annexures, the content of this Addendum shall prevail.

## 3. WAIVER OF CONTRACTOR'S LIEN

- 3.1 The Contractor hereby waives, in favour of the Employer, any lien or right of retention that is or may be held in respect of the Works to be executed on the Site.
- 3.2 The Employer, as an Organ of State, shall not be required to provide payment guarantees.

## 4. ASSIGNMENT OF RIGHTS OR OBLIGATIONS

- 4.1 Neither **party** shall assign or cede rights or obligations without the written consent of the other **party**, which consent shall not be unreasonable withheld.
- 4.2 Where the Contractor intend to cedes any right to monies due or to become due under this agreement as security in favour of a financial institution, a written consent in accordance with clause 4.1 above, shall be obtained from the Employer prior to entering into such cession.
- 4.3 Any cession entered into without the necessary written consent from the either party, shall be null and void.
- 4.4 The Employer shall not consent to a cession of monies due or to become due under this agreement as security in favour of a financial institution, unless such financial institution submitted to the IDT a Valid Tax Clearance

Certificate, is registered as a credit provider in terms of the National Credit Act and as a vendor in the IDT's Vendor Management System.

## 5 INTERIM PAYMENT

- 5.1 The **Employer** shall, in accordance with clause 8.2.3 of the treasury regulation of March 2005, pay to the **Contractor** the amount certified in an interim **payment certificate** within **thirty (30) calendar days** of the date of submission of the **payment certificate**".
- 5.2 Default interest, where applicable, shall only be effective after the 30 calendar days of the date of receipt of the interim **payment certificate from the Principal Agent**.
- 5.3 The Employer shall be entitled to apply a set-off against a legitimate and liquid claim against the Contractor from which a valid invoice has been received.

## 6 TAX COMPLIANCE MEASURES

- 6.1 The Contractor hereby grant confirmation that SARS may, on on-going basis during the contract term, disclose the Contractor's tax compliance status to the employer.
- 6.2 Should the Contractor appoint a sub-contractor to execute a portion of a work in excess of the threshold (currently 25%) prescribed by the National Treasury, the Contractor must ensure that a sub-contractor is tax compliant and remains tax compliant for the full duration of the contract. The contractor shall obtain a written consent from its sub-contractors confirming that SARS may on on-going basis during the contract term, disclose the sub-contractor's tax compliance status to the employer.
- 6.3 The Contractor shall submit a valid tax clearance certificate within 10 working days from the date of expiry of the tax clearance certificate. The Employer reserve the right to demand a valid Tax Clearance Certificate prior to making any payment to the Contractor, should it become aware that the tax clearance corticated has expired.

- 6.4 Unless the Employer receive a written confirmation that the Contractor has challenged its tax compliance status with SARS, the Employer shall not process any payment to the Contractor, if 30 days has lapsed since the written notice by the Employer and the Contractor has failed to remedy its tax compliance status.
- 6.5 Employer's non-payment of the Contractor's invoice in accordance with clause 6.4 above shall not absolve the contractor from performing its obligation in terms of the contract.
- 6.6 Unless the Employer receives a written confirmation that the Contractor or sub-Contractor has challenged its tax compliance status with SARS, the Employer shall be entitled to cancel the contract with the Contractor or instruct the Contractor to cancel its contract with the Sub-Contractor.
- 6.7 Where a Contractor is a JV, each party to a JV must be tax complaint and remains tax compliant for the full duration of the contract, failing which, the Employer shall invoke paragraph 6.4 or 6.6 above.

## **7. APPROVAL OF VARIATION ORDERS**

- 7.1 Upon receipt of the Variation Order (VO), the Principal Agent must professionally consider the merits of the Variation Order and make a recommendation to the Employer.
- 7.2 The Principal Agent shall not have the power to approve any deviation or variation which has financial implications on the Employer without the necessary written approval of the Employer, except under emergency circumstances wherein failure to undertake the work may result in loss of life.
- 7.3 The Employer must communicate the approval of a Variation Order in writing to the Principal Agent and the Principal Agent shall, upon receipt of confirmation of the approval of the VO, issue the necessary Contract Instruction to the contractor to undertake the works.
- 7.4 The Contractor shall not commence with any Variation Order Works without the written approval of the Variation Order from the Employer, except under circumstances mentioned in paragraph 7.2 above.

- 7.5 Should the Contractor undertakes the Variation Order Works without the necessary written approval of the Variation Order from the Employer, the Contractor shall be entirely liable for any financial and any related implications and hereby indemnify and hold harmless the Employer from and against any and all claims, actions, damages, liabilities, injuries, costs, fees, expenses, or losses, including and without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by, or for which liability may be asserted against, the Employer arising out of the Contractor's performance or non-performance of unauthorized works, but only to the extent caused by the negligent acts, errors or omissions of the Contractor.
- 7.6 The Contractor shall not accept any instructions from any party, including beneficiary Department, other than the Principal Agent.

## **8. JOINT VENTURE AGREEMENT**

- 8.1 Should the Joint Venture Agreement be dissolved or any of the JV partner pull out the JV Agreement for any reasons whatsoever, the Employer hereby reserve its right to terminate the contract with immediate effect.

## **9. BREACH**

- 9.1 In the event that the contractor: -
- 9.1.1 commits an act of insolvency; or
  - 9.1.2 is placed under a provisional or final winding-up or judicial management order; or
  - 9.1.3 is placed under or applied for business rescue; or
  - 9.1.4 makes an assignment of more than 25% of either its right and/or its

obligation for the benefit of the third party without the written consent of the employer; or

9.1.5 fails to satisfy or take steps to have set aside any judgment taken against it within 14 (Fourteen) business days after such judgment has come to its notice,

then the other Employer will be entitled to terminate the Agreement on written notice.

Signed at ..... on this the ..... day of .....202..

**AS WITNESSES:**

1. \_\_\_\_\_  
For and on behalf of the **Employer:**  
(.....), in his/her  
capacity as the -----

2. \_\_\_\_\_  
For and on behalf of the **Employer:**  
(.....), in his/her  
capacity as the -----  
-----.

Signed at ..... on this the ..... day of .....202...

**AS WITNESSES:**

3. \_\_\_\_\_  
4. \_\_\_\_\_  
\_\_\_\_\_  
For and on behalf of the **Contractor:**  
.....i  
n his/her capacity as  
.....,  
who hereby confirm that he/she is  
duly authorized.